

AGENDA

REGULAR MEETINGS OF THE
SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL

AUGUST 28, 2014 – 6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

Approval of Minutes

A. Minutes of the July 24, 2014 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

B. Minutes of the June 19, 2014 Special Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

C. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

Approval of Minutes

A. Minutes of the July 24, 2014 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

B. Minutes of the June 19, 2014 Special Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

- C. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

Recommendation: That the Water Utility Authority receive and file the report.

- D. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

NEW BUSINESS

5. Consulting Services for Water Well No. 1 Rehabilitation – Award of Contract

Recommendations: That the Water Utility Authority: 1). Accept the bids for Consulting Services for Water Well No.1 Rehabilitation Project; 2). Award a contract to Richard C. Slade & Associates, Studio City, California, in the amount of \$51,820.00; 3). Appropriate \$70,000.00 from the FY2014-2015 Water Capital Improvement Plan (CIP) Fund for Water Well No. 1 Rehabilitation Project Costs (511-397-W715); and, 4). Authorize the City Engineer to execute a contract with Richard Slade & Associates.

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

NEW BUSINESS

6. Resolution SA-2014-005 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 14-15B) for the Period January 1, 2015 through June 30, 2015

Recommendation: That the Successor Agency adopt Resolution No. SA-2014-005.

7. Resolution SA-2014-006 – Approving the Successor Agency's Administrative Budget for the Period January 1, 2015 through June 30, 2015

Recommendation: That the Successor Agency adopt Resolution No. SA-2014-006.

8. Second Amendments to Property Disposition Agreement and with McGranahan-Carlson (MC&C) and Settlement agreement with MC&C and Breitburn

Recommendation: That the Successor Agency approve the extension of the Settlement Agreement between the Successor Agency, Breitburn, and MC&C, and related Property Disposition Agreement between the Successor Agency and MC&C in a form subject to the approval of the Successor Agency Attorney.

CITY COUNCIL

9. CITY MANAGER REPORT

10. CONSENT AGENDA

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

Approval Minutes

A. Minutes of the July 24, 2014 Regular City Council Meeting

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

B. Minutes of the June 19, 2014 Adjourned City Council Meeting

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

Conference and Meeting Reports

C. Councilmember Rounds' Attendance at the Santa Fe Springs Chamber Workshop

Recommendation: That the City Council receive and file the report.

D. Mayor Trujillo's Attendance at the Santa Fe Springs Chamber Workshop

Recommendation: That the City Council receive and file the report.

ORDINANCE FOR PASSAGE

11. ZONING TEXT AMENDMENT – Private Educational and Recreational Uses

Ordinance No. 1058, an ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.183, Section 155.204, Section 155.213, Section 155.234, Section 155.243, Section 155.264, and Section 155.377 of Chapter 155 of the City's Municipal Code to include private uses of an educational or recreational nature as conditionally permitted uses in the following zones: ML, Limited Manufacturing Administration and Research Zone District; M-1, Light Manufacturing Zone District; M-2, Heavy Manufacturing Zone District; F-O-Z, Freeway Overlay Zone; and along the Telegraph Road Corridor. (City of Santa Fe Springs)

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1058.

PUBLIC HEARING

12. Resolution No. 9457 – Self Certification of Conformance to Congestion Management Plan

Recommendation: That the City Council conduct a Public Hearing and adopt Resolution No. 9457 certifying that the City is in conformance with the Congestion Management Program.

NEW BUSINESS

13. Appropriation of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program Fiscal Year 2014/2015

Recommendation: That the City Council approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2014/2015.

14. Consideration of Appeal of Conditional Use Permit (CUP) Case Number 757 and Modification (MOD) Case Number 1245

Recommendation: That the City Council consider an appeal of the Planning Commission's decision to deny the request of the establishment, operation, and maintenance of a temporary wireless telecommunications facility and related equipment on property located at 10821 Orr and Day Road (APN: 8017-001-038), within the C-4, Community Commercial, Zone. (Coastal Business Group for AT&T Mobility)

15. Authorize the Disposal of Surplus Equipment by Way of Public Auction

Recommendation: That the City Council authorize the disposal of obsolete skateboarding equipment by way of public auction.

16. Request for approval of a Recyclable Materials Dealer Permit for UNITED ALLOYS & METALS, INC. (Kevin J. Demedici, Applicant)

Recommendation: That the City Council approve the issuance of Recyclable Materials Dealer Permit No. 30 to United Alloys & Metals, Inc. subject to the conditions of approval as contained within this report.

17. Soaring Dreams Artwork Conservation and Restoration Services – Award of Contract

Recommendations: That the City Council: 1). Accept the bid for Soaring Dreams Artwork Conservation and Restoration Services; 2). Award a contract to Sculpture Conservation Studio, Los Angeles, California, in the amount of \$26,400.00; 3). Appropriate \$50,000.00 from the Art Fund for Soaring Dreams Artwork Conservation and Restoration Project Costs (453-397-B040); and, 4). Authorize the City Engineer to execute a contract with Sculpture Conservation Studio.

18. Street Light Construction at 13700 Firestone Boulevard (Le Fiell Manufacturing) – Final Payment

Recommendation: That the City Council approve the Final Payment (less 5% Retention) to Steiny & Company, Inc. of Baldwin Park, California, in the amount of \$20,287.40 for the subject project.

City of Santa Fe Springs

Regular Meetings

August 28, 2014

19. Renewal of Professional Services Contract for Project Management and Contract Administration Services – Onward Engineering

Recommendation: That the City Council renew the professional service contract with Onward Engineering for an additional 12 months, effective September 4, 2014, to provide project management and contract administration services for various capital improvement projects.

Please note: Items 20 – 30 will occur in the 7:00 p.m. hour.

20. **INVOCATION**

21. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

22. Representatives from the Chamber of Commerce

23. Representatives from the Youth Leadership Committee

24. **ANNOUNCEMENTS**

Introduction of New Director of Library Services Division

PRESENTATIONS

25. Recognizing Tsunami Fischman for Achieving the Rank of Eagle Scout

26. Proclaiming August 28, 2014 as “Armando Mora, Jr. Day”

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

27. Committee Appointments

28. **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.

29. **EXECUTIVE TEAM REPORTS**

30. **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

City Clerk

August 22, 2014

Date

**MINUTES OF THE REGULAR MEETINGS OF THE
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY, HOUSING SUCCESSOR
SUCCESSOR AGENCY AND CITY COUNCIL**

July 24, 2014

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 6:09 p.m.

2. ROLL CALL

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor Pro Tem/ Vice Chair Rios, Mayor/Chair Trujillo

The Deputy City Clerk announced that members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Joyce Ryan, Interim Director of Library Services; Travis Hickey, Assistant Director of Finance; Mike Crook, Fire Chief; Anita Jimenez, City Clerk

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the June 26, 2014 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

- B. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

Mayor Pro Tem Rios moved the approval of Items 3A & B; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the June 26, 2014 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

- B. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

Recommendation: That the Water Utility Authority receive and file the report.

- C. Status of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

Councilmember Moore moved the approval of Items 4A, B & C; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

PRESENTATION

5. Equipping Water Well No. 12 Project – Status Update

This report is for informational purposes only and does not require any action by the Water Utility Authority.

Utility Services Manager Frank Beach presented the status of Water Well No. 12. Councilmember Moore asked from what level the water will be drawn. Mr. Beach explained that the water will be test pumped after which time, the depth from which the water should be drawn will be determined. Mr. Negrete added that it would be drawn from approximately 1,000 feet to 1,500 feet. Councilmember Moore asked if the water would go directly into the reservoir tank or if it would be distributed directly into the water system. Mr. Beach explained that it would be distributed directly into the system. The water will not need to be treated for anything, but chlorination.

CITY COUNCIL

6. **CITY MANAGER REPORT**

The City Manager reported that he and the Director of Planning represented the City at a Caltrans Hearing regarding billboard signs. The City is in favor of moving forward with the installation of signs along the I-5 during the expansion project. The City is losing \$100,000 - \$150,000 of potential revenue per year due the delay in the process.

The topic of Water Conservation will be addressed at the next meeting. A Water Conservation Ordinance was brought forth a year ago, but not adopted. The Council can consider adopting such an ordinance again.

7. **CONSENT AGENDA**

Approval Minutes

- A. Minutes of the June 26, 2014 Regular City Council Meeting

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

Councilmember Rounds moved the approval of Item 7A; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

The Closed Session item was deferred to end of the meeting.

CLOSED SESSION

8. CONFERENCES WITH LABOR NEGOTIATORS

(Section 54957.6)

Agency Designated Representatives: City Manager, Assistant City Manager/Director of Finance, Human Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs Firefighters' Association

ORDINANCE FOR PASSAGE

9. Ordinance No. 1061-An Urgency Ordinance Amending City Code Chapter 74, Section I and Revising Certain Prima Facie Speed Limits

Recommendations: That the City Council: 1). Waive further reading and adopt Ordinance No. 1061 as an Urgency Ordinance setting speed limits on certain streets; and 2). Approve the 2014 Update of the 2009 Engineering and Traffic Study.

The City Attorney read the Urgency Ordinance by title and stated that the motion should be to waive further reading and adopt Ordinance No. 1061.

Councilmember Moore moved the approval of Item 9; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

PUBLIC HEARINGS

10. 2013 General Plan Housing Element Annual Progress Report - City of Santa Fe Springs General Plan Housing Element Annual Progress Report and Environmental Document

Recommendations: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding the City of Santa Fe Springs General Plan Housing Element Annual Progress Report, and thereafter close the Public Hearing; 2). Receive and authorize staff to forward the 2013 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

Mayor Trujillo opened the Public Hearing at 6:30 p.m. There being no one wishing to speak, the Public Hearing was closed.

Councilmember Sarno moved the approval of Item 10; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

11. Confirmation of 2013/2014 Weed Abatement Charges

Recommendations: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding Weed Abatement Charges; and 2). Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2013/2014 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

Mayor Trujillo opened the Public Hearing at 6:31 p.m. There being no one wishing to speak, the Public Hearing was closed.

Mayor Pro Tem Rios moved the approval of Item 11; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

12. Resolution No. 9454 – Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2014/15)

Recommendations: That the City Council: 1). Conduct a Public Hearing and adopt Resolution No. 9454 confirming the diagram and assessment, and providing for annual assessment levy; and 2). Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2014/15.

Mayor Trujillo opened the Public Hearing at 6:32 p.m. There being no one wishing to speak, the Public Hearing was closed.

Councilmember Moore moved the approval of Item 12; Councilmember Sarno seconded the motion which passed by the following roll call vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

13. Resolution No. 9455 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2014/15

Recommendations: That the City Council: 1). Conduct a Public Hearing and adopt Resolution No. 9455 confirming the diagram and assessment, and providing for annual assessment levy; and 2). Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2014/15.

Mayor Trujillo opened the Public Hearing at 6:33 p.m. There being no one wishing to speak, the Public Hearing was closed.

Councilmember Rounds moved the approval of Item 13; Mayor Pro Tem Rios seconded the motion which passed by the following roll call vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

NEW BUSINESS

14. Resolution No. 9453 – Authorization to Convey Miscellaneous Transfer Drain No. 921 to Los Angeles County Flood Control District

Recommendations: That the City Council: 1). Approve Resolution No. 9453 requesting the Los Angeles County Flood Control District (LA County Flood Control) to accept the transfer and conveyance of the storm drain improvements known as Miscellaneous Transfer Drain No. 921 (MTD 921) for future operation and maintenance; 2). Authorize the City Engineer to execute a Memorandum of Agreement with the City of La Mirada to correct MTD 921 deficiencies for an amount not to exceed \$10,000; 3). Authorize the Mayor and City Engineer to execute all necessary documents and instruments to effectuate the transfer of MTD 921; and, 4). Appropriate \$30,000 from the General Fund to Account No. 110-397-9003-4900 for the cost of correcting deficiencies and document processing fees required to effectuate the transfer of MTD 921.

Councilmember Rounds moved the approval of Item 14; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

15. Soaring Dreams Artwork Conservation and Restoration - Authorization to Advertise

Recommendations: That the City Council authorize the City Engineer to request proposals for the Soaring Dreams Artwork Conservation and Restoration.

Noe Negrete stated that a revised RFP was distributed and is the subject to be approved. Councilmember Moore moved the approval of Item 15, as revised; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

16. Request for Out-of-State Travel for Human Resources Manager to Attend Training

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

Councilmember Sarno moved the approval of Item 16; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

17. Imperial Highway Street Improvements (Shoemaker Avenue to Duffield Avenue) – Additional Funding Request from County of Los Angeles

Recommendation: That the City Council appropriate an additional \$53,100 from the Capital Improvement Plan Reserve Fund to the Imperial Highway Street Improvement project (Activity No. 454-397-C357).

Councilmember Moore moved the approval of Item 16; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo: Opposed – None.

18. Approval of Memoranda of Understanding between the City of Santa Fe Springs and the City of Santa Fe Springs Firefighters Association (FFA)

Recommendations: That the City Council: 1) Approve the attached FY 2014-16 Memorandum of Understanding with the SFSFFA; and 2) Authorize the Mayor to Execute the Labor Agreement.

Item 18 was postponed to next the meeting.

Mayor Trujillo recessed the meetings at 6:34 p.m.

Mayor Trujillo reconvened the meetings at 7:11 p.m.

19. **INVOCATION**

Councilmember Rounds gave the Invocation.

20. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Marisa Gonzalez of the Youth Leadership Committee.

The Mayor announced Councilmember Sarno's birthday.

Councilmember Sarno thanked the Council and Staff for their friendship.

INTRODUCTIONS

21. Representatives from the Chamber of Commerce

Daniel McMillan of Stifel

Curtis Melo of Heraeus Metals

Francela Aguilar of Republic Services

22. Representatives from the Youth Leadership Committee

ANNOUNCEMENTS

23. Marisa Gonzalez of the Youth Leadership Committee made the Community Announcements.

PRESENTATIONS

24. Recognition of 2014 Art Fest Sponsors

Community Services Supervisor Jeff Mahlstede stated that approximately 2,000 people attended the event. An added component of this year's event was the sponsorship by local businesses. Heritage Arts Committee Chair A.J. Hayes thanked Council for providing the venue and funding for this event. He acknowledged Committee Members Gloria Duran and Larry and Amparo Oblea, and consultant Yolanda Garcia. The Mayor presented certificates of appreciation to the sponsors in attendance, Simpson Advertising, Heraeus Metals, and Republic Services. Mr. Hayes reported that the event raised \$12,000 this year.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

25. Committee Appointments

None.

26. ORAL COMMUNICATIONS

Oral Communications were opened at 7:23 p.m.

A.J. Hayes thanked City Council, City Manager, Employees' Association President Javier Loya, and Director of Community Services Maricela Balderas for the recent raise to Community Service workers. He introduced members of the Community Services staff in attendance.

Mayor Trujillo thanked the staff for their important role in the community.

Oral Communications were closed at 7:25 p.m.

27. EXECUTIVE TEAM REPORTS

Wayne Morrell gave an update on City's relationship with the Los Angeles Economic Development Corporation (LAEDC) and related business retention achievements.

Noe Negrete reported that Edison would be replacing a vault on Telegraph/Bloomfield, July 29-Aug 8. One lane of traffic will be closed during the day and two lanes at night during the construction. He thanked Heritage Park staff for their assistance with the installation of new sod. Councilmember Rounds asked if this facility would be a good candidate for synthetic grass. Mr. Negrete stated that Public Works staff will work with park staff to consider that and other options.

Dino Torres reported that a DUI checkpoint was held on July 16; 1300 vehicles were checked with 0 arrests being made. At the Pet Clinic held July 16, 230 animals were vaccinated.

Mike Crook reported that an Explorer Day will be held at the Fire Station Headquarters. The new HazMat trailer was delivered today.

Travis Hickey reported that the City's new auditing firm began work at City Hall this week.

Joyce Ryan announced the Whole Child Open House, Thursday, July 31 from 4-6pm at the Gus Velasco Neighborhood Center; Movie in the Park on July 25 at Heritage Park; the SFS Playhouse production of *The Wizard of Oz*; and the German Exchange student arrival on July 31 and Welcome Party on August 4 at the Aquatic Center.

Councilmember Rounds reported that he received an email from Telecommunications indicating that the company will remain in SFS and is planning to expand.

Mayor Pro Tem Rios complimented staff for the new sod at Heritage Park. She thanked staff that came to the meeting to say thank you for their pay increase.

Mayor Trujillo complimented staff on the pet clinic. She commended the Fire Department for their quick response and suppression of a car fire across from Lakeview Park.

28. ADJOURNMENT

At 7:41 p.m., the meetings were adjourned in memory of Evelyn Sanders, mother of Chamber of Commerce Executive Director Kathie Fink.

ATTEST:

Juanita Trujillo, Mayor

Anita Jimenez, CMC
City Clerk

Date

**MINUTES OF THE SPECIAL MEETINGS OF THE SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY AND WATER UTILTIY AUTHORITY
AND ADJOURNED MEETINGS OF THE
SUCCESSOR AGENCY AND CITY COUNCIL**

**June 19, 2014
5:00 p.m.**

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 5:13 p.m.

2. ROLL CALL

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor Pro Tem/Vice Chair Rios, Mayor/Chair Trujillo

Also present: Thaddeus McCormack, City Manager; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Assistant City Manager/Director of Finance; Brent Hayward, Fire Division Chief; Anita Jimenez, Deputy City Clerk

3. INVOCATION

The City Manager asked the Council and others present to observe a moment of silence in remembrance of former City Firefighter Armando Mora, Jr.

Councilmember Moore gave the Invocation.

4. PLEDGE OF ALLEGIANCE

Councilmember Sarno led the Pledge of Allegiance.

Mayor Trujillo recessed the meetings for the Closed Session at 5:20 p.m.

CLOSED SESSION

6. CONFERENCES WITH LABOR NEGOTIATORS

(Section 54957.6)

Agency Designated Representatives: City Manager, Assistant City Manager/Director of Finance, Human Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

7. CONFERENCES WITH LABOR NEGOTIATORS

(Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator (Chris Birch)

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

Mayor Trujillo reconvened the meetings at 6:20 p.m.

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor Pro Tem/Vice Chair Rios, Mayor/Chair Trujillo

NEW BUSINESS

5. Study Session - Proposed Fiscal Years 2014-15 and 2015-16 Budget and Related Items

Recommendation: That the City Council give staff direction regarding revenue and expenditure matters included in the Fiscal Years 2014-15 and 2015-16 Proposed Budget.

The City Manager stated that the City is affected by the regional and State economies, and relies on the Los Angeles Economic Development Committee's economic forecast for future indicators. The LAEDC projects modest improvements in construction, job growth, sales tax, consumer spending, and consumer confidence. The LA region is holding steady on inflation. The budget is always a reflection of City Council priorities: a safe, fiscally sound community; responsive city government; sound infrastructure; and strong local economy. He reviewed the proposed budget.

Jose Gomez gave a more detailed review of the PERS figures.

Department Heads reviewed their recommendations.

Councilmember Moore left the meeting at 7:02 p.m.

8. ORAL COMMUNICATIONS

Mayor Trujillo opened Oral Communications at 7:25 p.m. There being no one wishing to speak, Oral Communications were closed.

9. ADJOURNMENT

The meeting was adjourned at 7:26 p.m. in memory of Armando Mora, Jr.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date



City of Santa Fe Springs

Public Financing Authority Meeting

August 28, 2014

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/14	None
Outstanding principal at 7/31/14	\$17,050,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/14	None
Outstanding principal at 7/31/14	\$7,190,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/14	None
Outstanding principal at 7/31/14	\$3,225,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 7/31/14	None
Outstanding principal at 7/31/14	\$2,475,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 7/31/14	None
Outstanding principal at 7/31/14	\$33,844,429

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 7/31/14	None
Outstanding principal at 7/31/14	\$10,480,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 7/31/14	None
Outstanding principal at 7/31/14	\$40,170,000

Bond Repayment

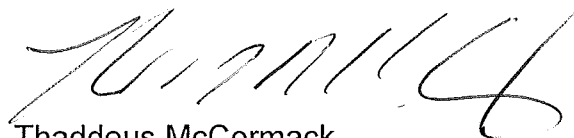
The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

The former Community Development Commission issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012, and is administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment, instead distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Unspent bond proceeds in the amount of \$18,197,265, recycled bond proceeds in the amount of \$1,000,000, and accumulated interest earnings are held by the Successor Agency to the former Community Development Commission. Under the redevelopment dissolution legislation, unspent bond proceeds cannot be spent until a Finding of Completion (FOC) is issued by the California Department of Finance (DOF). The Finding of Completion is available to successor agencies upon completion of required reports and payment of required balances to the Los Angeles County Auditor-Controller.

The Successor Agency received its FOC on December 5, 2013. The Successor Agency entered into a Bond Expenditure Agreement (Agreement) with the City to transfer control of the unspent proceeds to the City to be spent in accordance with the original bond requirements. The Oversight Board approved the Agreement on April 2, 2014. The Agreement was then forwarded to DOF for review and was approved on April 21, 2014. Beginning July 1, 2014, the City is authorized to spend the bond proceeds on eligible projects within the former project areas. In June 2014, the City Council approved 30 projects totaling \$18,239,045 to be funded with unspent bond proceeds.



Thaddeus McCormack
City Manager/Executive Director

PLEASE SEE ITEM 3A

PLEASE SEE ITEM 3B



City of Santa Fe Springs

Water Utility Authority Meeting

August 28, 2014

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 7/31/14

None

Outstanding principal at 7/31/14

\$6,890,000

In May 2013, the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds are restricted for use on water system improvements. In August 2013, the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.


Thaddeus McCormack
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

August 28, 2014

NEW BUSINESS

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing and current status of active water projects.

New Water Well Located Within Zone II (Well No. 12)

Kana Engineering Group, Inc. is currently in the process of constructing the new well building masonry walls and the front perimeter wall foundation. The trench drain system is in, the sub floor is complete, grouting of the second lift of the masonry wall is complete, and discharging piping installation is ongoing.

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase I)

Ferreira Coastal Construction Company started work on July 7, 2014. Work completed includes the trenching of the boring pit and installation of an 8-inch ductile iron pipe along Mondon Avenue from approximately Cecilia Street to Lakeland Road. Newly constructed portions of the water main west of the I-605 Freeway are currently undergoing bacteriological testing.

FISCAL IMPACT

All projects listed above are fully funded through the Water Fund, General Fund, and State Transportation Utility Agreements.

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a source of potable water within Pressure Zone II and enhance the reliability of the City's water system. The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system.


Thaddeus McCormack
Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 20, 2014

4D



NEW BUSINESS

Consulting Services for Water Well No. 1 Rehabilitation – Award of Contract

RECOMMENDATION

That the Water Utility Authority take the following actions:

1. Accept the bids for Consulting Services for Water Well No.1 Rehabilitation Project; and
2. Award a contract to Richard C. Slade & Associates, Studio City, California, in the amount of \$51,820.00; and
3. Appropriate \$70,000.00 from the FY2014-2015 Water Capital Improvement Plan (CIP) Fund for Water Well No. 1 Rehabilitation Project Costs (511-397-W715); and
4. Authorize the City Engineer to execute a contract with Richard Slade & Associates.

BACKGROUND

The Water Utility Authority, at their meeting of June 26, 2014, authorized the City Engineer to advertise for bids for the Consulting Services for Water Well No. 1 Rehabilitation.

Bids were opened on July 22, 2014, and a total of two (2) bids were received. The low bidder for the project was Richard Slade & Associates, of Studio City, California in the amount of \$51,820.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Richard C. Slade & Associates	\$51,820.00
Geoscience Support Services, Inc.	\$80,995.00

The bid submitted by Richard C. Slade & Associates is approximately 4% higher than the Engineer's Estimate of \$50,000.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Richard C. Slade & Associates to be satisfactory.

FISCAL IMPACT

Appropriate \$70,000.00 from the FY 2014-2015 Water CIP for the consulting services contract, project management costs and budget contingency.

INFRASTRUCTURE IMPACT

Upon completion of the project, Water Well No. 1 will continue to be a source of safe drinking water for residents and businesses. Water Well No. 1 will improve system reliability and efficiency throughout the City's distribution network. Further, it will reduce the City's cost of purchasing water from outside sources.



Thaddeus McCormack
Executive Director

Attachment:
Agreement

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 28th day of August 2014 by and between the City of Santa Fe Springs Water Utility Authority (AGENCY), and **RICHARD C. SLADE & ASSOCIATES** (CONSULTANT), AGENCY and CONSULTANT (PARTIES) hereby enter into in consideration of the mutual covenants and promises contained herein. The PARTIES do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the proposal submitted on **July 22, 2014** which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein. Said services shall be referred to as "Consulting Services to Prepare Technical Specifications and Provide Project Coordination to Water Well No. 1 Isolation Zone Testing and Proposed Zone Sealing".
2. AGENCY and CONSULTANT agree to enter into a "not to exceed" AGREEMENT in the amount of **\$51,820.00.**
3. AGENCY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates attached and made part of this Agreement. The hourly rate includes full compensation for direct labor and overhead costs. Any such compensation shall become payable on a periodic time schedule as approved and agreed to by AGENCY and the CONSULTANT.
4. The parties hereto acknowledge and agree that the relationship between AGENCY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the PARTIES. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that AGENCY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
5. CONSULTANT shall, indemnify, hold free and harmless the AGENCY and its appointed and elected officials, officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including reasonable attorney fees and shall indemnify, save and hold harmless AGENCY and its appointed and elected officials, officers, and employees from damages and expenses, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

6. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The AGENCY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

7. CONSULTANT shall comply with City of Santa Fe Springs' Harassment Policy. The City of Santa Fe Springs prohibits any and all harassment in any form.

9. CONSULTANT shall submit to the AGENCY the required insurance certificates for the CONSULTANT and its team. The CONSULTANT shall indemnify and hold AGENCY and its officers, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act or omission of CONSULTANT, or of anyone acting under CONSULTANT'S direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract. Notwithstanding the foregoing, any duty to indemnify shall not include a duty to defend until a finding, by a court of competent jurisdiction, that CONSULTANT's willful misconduct, negligent performance, or failure to perform was a legal cause of claimant's damages, but only to the extent thereof.

The CONSULTANT shall maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

(a) Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident

(b) Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence

(c) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(d) Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to AGENCY, with the City of Santa Fe Springs named as additional insured (not applicable on professional liability). A 30 day notice of cancellation is required.

10. This AGREEMENT may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT SIGNATURE

DATE

NAME (PLEASE PRINT OR TYPE)

TITLE

COMPANY NAME

Corporation ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐

SSN OR TAX ID NO.

ADDRESS

CITY, STATE, ZIP

TELEPHONE

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

DATE



City of Santa Fe Springs

Successor Agency Meeting

August 28, 2014

NEW BUSINESS

Resolution SA-2014-005 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 14-15B) for the Period January 1, 2015 through June 30, 2015

RECOMMENDATION

That the Successor Agency adopt Resolution No. SA-2014-005.

BACKGROUND

State legislation, ABX1 26 and AB 1484, created Successor Agencies, which are tasked with the responsibility of winding down former Redevelopment Agencies. As a requirement of the wind down process, the Successor Agencies are required to provide a Recognized Obligation Payment Schedule ("ROPS") every six months identifying overall outstanding debt for all enforceable obligations with the Agency, as well as the estimated amount needed for each of those obligations during the six-month period covered by that ROPS. The ROPS is required to be considered and approved by the Successor Agency Board and Oversight Board ("OB"). Once approved, the ROPS and OB Resolution are submitted to the Department of Finance for subsequent review and final approval.

The ROPS for the period January 1, 2015 through June 30, 2015, is attached. The ROPS has been prepared using the format mandated by the California Department of Finance ("DOF"). In addition to listing the enforceable obligations, the ROPS includes a reconciliation of prior payments and includes a table detailing the available balances retained by the Successor Agency.

Obligations during this period are summarized as follows:

Bonded Debt Payments	\$11,632,885
Administrative Cost Allowance	253,524
ERAF Loan Payments	250,438
Unfunded Pension/OPEB Obligation	187,750
Property Management Costs	54,535
Developer Deposit Refund	35,037
DOF Lawsuit Costs	15,270
Other Professional Fees	3,000
Total ROPS 14-15B Obligations	\$12,432,439

The ROPS must be submitted to the Department of Finance by October 3, 2014. The Oversight Board will consider the ROPS at its meeting of September 10, 2014.



City of Santa Fe Springs

Successor Agency Meeting

August 28, 2014

FISCAL IMPACT

As detailed in the ROPS, the funding for listed obligations will be from the Redevelopment Property Tax Trust Fund ("RPTTF") and reserves on hand.

Thaddeus McCormack
City Manager

Attachments:

Resolution No. SA-2014-005

Exhibit A – ROPS for January 1, 2015 through June 30, 2015 (ROPS 14-15B)

RESOLUTION NO. SA-2014-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA FE SPRINGS ACTING AS SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT
AGENCY OF THE CITY OF SANTA FE SPRINGS
APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS) FOR JANUARY 1, 2015 THROUGH
JUNE 30, 2015 (ROPS 14-15B)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY
RESOLVES AS FOLLOWS:

SECTION 1. Pursuant to its responsibility set forth in Section 34180(g) of the California Health and Safety Code, the City Council hereby approves the Successor Agency's Recognized Obligation Payment Schedules (ROPS), attached hereto as Exhibit "A", as described in Sections 34171 and 34177 of the aforesaid Code, for the period January 1, 2015 through June 30, 2015.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Resolution 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 Resolution.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 28th day of August, 2014 by the following roll call vote:

Ayes:
Noes:
Absent:
Abstain:

Juanita A. Trujillo, Mayor

Attest:

Anita Jimenez, City Clerk

Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: Santa Fe Springs
 Name of County: Los Angeles

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A	Sources (B+C+D):	\$ 45,730
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	45,730
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 12,386,709
F	Non-Administrative Costs (ROPS Detail)	12,133,185
G	Administrative Costs (ROPS Detail)	253,524
H	Current Period Enforceable Obligations (A+E):	\$ 12,432,439

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I	Enforceable Obligations funded with RPTTF (E):
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)
K	Adjusted Current Period RPTTF Requested Funding (I-J)
	\$ 12,386,709

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L	Enforceable Obligations funded with RPTTF (E):
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)
N	Adjusted Current Period RPTTF Requested Funding (L-M)
	12,386,709

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (m) of the Health and Safety code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named agency.

Gerald M. Caton
 Name
 Oversight Board Chairman
 Title
 /s/ Signature Date

Recognized Obligation Payment Schedule (RPS 14-15B) - ROPS Detail

January 1, 2015 through June 30, 2015

(Report Amounts in Whole Dollars)

(Report should be submitted by)																	
A	B	C	D	E	F	G	H	I	J	K	Funding Source			N	O	P	
											L	Non-Redevelopment Property Tax Trust Fund					M
												(Non-RPTTF)					
												Bond Proceeds	Reserve Balance				
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired				Non-Admin	Admin	Six-Month Total		
41	Administrative Expenses (Jan - June 2014)	Admin Costs	1/1/2014	6/30/2014	City of SFS	Successor Agency Administration	Consolidated	-	Y						-		
42	Loan with City for DOF Lawsuit	City/County Loans After 6/27/11	5/9/2013	12/31/2014	City of SFS	Loan to cover lawsuit costs	Consolidated	22,572	N				15,270		15,270		
43	Fence Rental	Property Maintenance	1/1/2014	12/31/2014	American Fence Co.	Fence Rental	Consolidated	1,235	N				1,235		1,235		
44	Landscaping	Property Maintenance	1/1/2014	12/31/2014	Complete Landscape	Landscaping Service	Consolidated	10,900	N			2,830	8,070		10,900		
45	Weed Abatement	Property Maintenance	1/1/2014	12/31/2014	Mayfield Enterprises	Weed Abatement Service	Consolidated	2,100	N			2,100			2,100		
46	Water	Property Maintenance	1/1/2014	12/31/2014	City of SFS	Water Service	Consolidated	16,000	N			16,000			16,000		
47	Electricity	Property Maintenance	1/1/2014	12/31/2014	SCE	Electricity	Consolidated	6,500	N			6,500			6,500		
48	Other Property Management	Property Maintenance	1/1/2014	12/31/2014	Various	Supplies, Janitorial, Pest Control, Misc Maintenance	Consolidated	7,800	N			7,800			7,800		
49	Property Management Labor	Property Maintenance	1/1/2014	12/31/2014	City of SFS	Maintenance Labor	Consolidated	10,000	N			10,000			10,000		
50	Property Management Plan	Professional Services	7/1/2014	12/31/2014	City of SFS	Property Management Plan	Consolidated	35,500	N			500			500		
51	Administrative Expenses (July - Dec. 2014)	Admin Costs	7/1/2014	12/31/2014	City of SFS	Successor Agency Administration	Consolidated	125,000	N						-		
52	Various Eligible Bond Projects	Improvement/Infrastructure	7/1/2014	12/31/2014	City of SFS	Bond Expenditure Agreement	Consolidated	-	Y						-		
53	Administrative Expenses (Jan - June 2015)	Admin Costs	1/1/2014	6/30/2015	City of SFS	Successor Agency Administration	Consolidated	252,402	N					253,524	253,524		
54	Fiscal Agent Fees	Fees	1/1/2015	12/31/2015	US Bank	Fiscal Agent Fees	Consolidated	11,850	N				2,500		2,500		
55	Developer Deposits	Miscellaneous	5/22/2014	5/22/2014	TREF Santa Fe Springs	Released Developer Deposits held by Successor Agency	Consolidated	35,037	N				35,037		35,037		

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (i), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

sa/pdf/Cash Balance Agency Tbs Sheet.pdf.									
A	B	C	D	E	F	G	H	I	
Cash Balance Information by ROPS Period									
ROPS 13-14B Actuals (01/01/14 - 06/30/14)									
1	Beginning Available Cash Balance (Actual 01/01/14)	33,118,550	-	64,250		130,480	2,874,843		
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	37,068				45,730	9,643,471		
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q			10,200			2,846,490		
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B						9,667,424		
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S			No entry required					
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	33,155,618	-	54,050	-	176,210	4,400		
ROPS 14-15A Estimate (07/01/14 - 12/31/14)									
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	33,155,618	-	54,050	9,667,424	176,210	4,400		
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014						479,895		
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)	19,309,053		53,450	9,667,424	130,480	484,295		
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A	13,846,565		600				Bond Reserves Required by Indenture, Low and Moderate Income Housing DDR Reserves	
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	-	-	-	-	45,730	-		

[illegible]

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments

[illegible]

Recognized Obligation Payment Schedule (ROPS 14-15B) - Notes

January 1, 2015 through June 30, 2015

[illegible]



City of Santa Fe Springs

Successor Agency Meeting

August 28, 2014

NEW BUSINESS

Resolution SA-2014-006 – Approving the Successor Agency's Administrative Budget for the Period January 1, 2015 through June 30, 2015

RECOMMENDATION

That the Successor Agency adopt Resolution No. SA-2014-006.

BACKGROUND

Health and Safety Code (HSC) Section 34177 requires the Successor Agency to prepare an Administrative Budget that covers the administrative costs to comply with the Dissolution Bills. It is important to point out that the Administrative Budget that is presented here is also included in Recognized Obligation Payment Schedule (ROPS) 14-15B (January – June 2015). However, the Administrative Budget itemizes the administrative costs whereas the ROPS identifies it as a single line item. As with the ROPS, the Department of Finance (DOF) requires the Successor Agency to prepare an Administrative Budget every six months. The proposed resolution sets forth the Successor Agency's Administrative Budget for the period January 1, 2015 through June 30, 2015.

The proposed Administrative Budget (attached) consists of the Successor Agency's personnel and non-personnel City support service costs anticipated for the second half of fiscal year 2014-15. The Successor Agency personnel for which salaries and benefits are listed include the City/Successor Agency Attorney, City Manager, Assistant City Manager/Director of Finance, Assistant Director of Finance and Administrative Services, Accountant, and City/Successor Agency Clerk, all of whom will spend a significant amount of their time working on Successor Agency matters. Non-personnel costs include legal counsel and liability insurance for the Oversight Board, auditing, and contract accounting costs.

Under HSC Section 34171(b), the annual administrative cost allowance is the greater of 3% of property taxes allocated to the Successor Agency or \$250,000. The amount claimed on the ROPS 14-15B is based on the total property taxes allocated for FY 2014-15 (ROPS 14-15A and ROPS 14-15B) less the amount advanced on the ROPS 14-15A (July – December 2014).

The legislation requires that the Administrative Budget be approved by both the Successor Agency and the Oversight Board before any distributions from the County's property tax trust fund are made to the Successor Agency. The distribution of property tax trust funds by Los Angeles County for this period is scheduled for January 2, 2015.



City of Santa Fe Springs

Successor Agency Meeting

August 28, 2014

FISCAL IMPACT

The administrative budget will be funded with a distribution from the Redevelopment Property Tax Trust Fund (RPTTF).

Thaddeus McCormack
City Manager

Attachments:

Resolution No. SA-2014-006

Exhibit A – Successor Agency Administrative Budget for January – June 30, 2015

RESOLUTION NO. SA-2014-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE
SPRINGS
APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET
FOR THE SIX MONTH FISCAL PERIOD OF JANUARY 1, 2015 TO JUNE 30, 2015
PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY
RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Successor Agency's Administrative Budget, attached hereto as Exhibit "A", as described in Section 34171 of the California Health and Safety Code, for the six month fiscal period of January 1, 2015 to June 30, 2015.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution 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 Resolution.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 28th day of August, 2014.

Juanita Trujillo, Mayor

Attest:

City Clerk

CITY OF SANTA FE SPRINGS
Successor Agency to the Santa Fe Springs Community Development Commission
Administrative Budget
Fiscal Period January 1, 2015 – June 30, 2015

Description	Jan - Jun 2015
Salaries	\$ 65,900
Benefits	\$ 66,220
Total Personnel Costs	\$132,120
 City Support Services (Overhead)	 \$ 66,060
Contractual/Accounting Services	\$ 28,050
Independent Audit Services	\$ 16,000
Oversight Board Legal Services	\$ 6,700
Travel/Meetings/Training	\$ 3,524
Oversight Board Insurance Coverage	\$ 1,070
Total Non-Personnel Costs	\$121,404
 Total Budget	 <u>\$ 253,524</u>



City of Santa Fe Springs

Successor Agency Meeting

August 28, 2014

NEW BUSINESS

Second Amendments to Property Disposition Agreement and with McGranahan-Carlson (MC&C) and Settlement agreement with MC&C and Breitburn

RECOMMENDATION

That the Successor Agency approve the extension of the Settlement Agreement between the Successor Agency, Breitburn, and MC&C, and related Property Disposition Agreement between the Successor Agency and MC&C in a form subject to the approval of the Successor Agency Attorney.

BACKGROUND


At its meeting of January 27, 2011, the Community Development Commission ("CDC", the predecessor to the Successor Agency) approved an extension to the 2008 Settlement Agreement between the CDC, Breitburn, and MC&C set to expire February 28, 2012, for a three-year period, the effect of which extended the terms of the Settlement Agreement and related Property Disposition Agreement to February 28, 2015. The Settlement Agreement, which resolved a legal dispute between MC&C and Breitburn, ensures mutual cooperation among the parties for eventual development of two former CDC-owned properties and the transfer of the Tank Farm Area to Breitburn. The development of the two properties was originally expected to conclude within the original term of the agreements (i.e., 2012). However, the so called "Great Recession" became an obstacle for the timely development of the properties, necessitating the first extension of the agreement. Subsequent to that extension, the Governor's elimination of Redevelopment Agencies further complicated and diminished development potential and prospects, thus making any development of the property impossible until the State Department of Finance (DOF) approves the City's Long-Range Property Disposition plan, which is not expected until later on this year at the soonest. Therefore, it is highly unlikely, if not impossible, that the properties will be developed prior to February 28, 2015.

Because the underlying legal dispute and challenging site characteristics still exist, the value of the properties and their potential for high-quality and productive development will be diminished unless the Settlement and Property Disposition Agreements are not extended. Therefore, the parties are seeking the another extension to the agreements, until a date two years after the DOF gives the requisite approvals allowing for the commencement of the sale of the former CDC owned properties.

FISCAL IMPACT

Because of the elimination of Redevelopment, the eventual sale and development of the former CDC-owned properties will not result in significant revenue to the City.

However, the managed sale of the property called for in the agreements will both maximize the sale price of the property (resulting in a financial benefit to all taxing entities) and a higher quality development for the City.



Thaddeus McCormack
City Manager

Attachments:

Settlement Agreement
Property Disposition Agreement
First Amendment to Settlement Agreement
First Amendment to Property Disposition Agreement
Second Amendment to Settlement Agreement
Second Amendment to Property Disposition Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made and entered into as of February 28, 2008 (the "Effective Date") by and between the Community Development Commission of the City of Santa Fe Springs, a public entity ("CDC"), BreitBurn Operating L.P., a Delaware limited partnership ("BreitBurn"), McGranahan, Carlson & Company, a limited liability company ("MC&C"), MC&C Partnership Four, a California limited partnership ("MC&C IV") and SFSA Investment Company, Inc., a California "C" corporation ("SFSA"). (For purposes of this Agreement, MC&C, MC&C IV and SFSA collectively, shall be the "MC&C Parties".)

Recitals

A. CDC owns the legal parcels described on Exhibit "A", attached hereto (the "CDC Property").

B. CDC and MC&C are parties to that certain agreement dated June 24, 1994, and subsequently amended (the "RTC Agreement"), which agreement sets forth the respective rights of CDC and MC&C regarding the proceeds of a sale of the CDC Property. CDC desires to sell the CDC Property for development by a purchaser.

C. BreitBurn owns certain rights to use the surface and subsurface of the CDC Property, which rights affect the ability to develop the CDC Property. As part of its use of the CDC Property, BreitBurn operates oil wells thereon.

D. SFSA's sole asset is that certain real property described in Exhibit "B", attached hereto (the "Tank Farm Property").

E. MC&C IV owns all of the stock of SFSA.

F. BreitBurn owns the minerals beneath the Tank Farm Property and operates a Tank Farm on the Tank Farm Property.

G. BreitBurn and SFSA are opposing parties in litigation pending in the Los Angeles County Superior Court, Case No. BC313273, which involves the respective obligations of BreitBurn and SFSA with respect to the Tank Farm Property (the "Tank Farm Litigation").

Now therefore, based on the Recitals set forth above, and in consideration of the mutual promises set forth below, the parties agree as follows:

1. **Negotiation of SRA; Sale of CDC Property.**

(a) BreitBurn shall work in good faith with potential purchasers of the CDC Property identified by CDC in an attempt to reach agreement on one or more Surface Rights Agreements (each an "SRA") acceptable to both BreitBurn and such purchaser(s). The SRA(s) shall address, among other things, the issues of the design, installation and testing of replacement oil field infrastructure and the value of any wells (other than the Abandonment Wells (defined below)) which BreitBurn may agree to give up to facilitate the development of the CDC Property. The SRA(s) shall provide for the payment to BreitBurn for all lost oil and gas production during the

period of installation and testing of replacement oil field infrastructure. The SRA(s) shall also provide for the costs of the oil field work (including but not limited to the design, installation and testing of replacement oil field infrastructure, well reabandonment, well abandonment, well modification, removal of old infrastructure and environmental remediation) to be incurred by the purchaser(s) of the CDC Property and at no cost to BreitBurn. BreitBurn shall be under no obligation to agree to any particular term or provision in any such SRA(s) and agreement upon the terms of any final SRA(s) shall be at the sole discretion of BreitBurn. In connection with the foregoing, BreitBurn agrees that in order to facilitate development of the CDC Property, it will agree in the SRA(s) to give up Well Nos. 543D, 560R, 556F, 540S and 580B (the "Abandonment Wells"); provided, however, that in such case, the SRA(s) shall provide that the purchaser(s) of the CDC Property shall at its sole cost and expense, cause the Abandonment Wells to be abandoned in accordance with all applicable laws.

In the event that BreitBurn and a purchaser(s) agree upon an acceptable SRA(s) within the time frames set forth in Paragraph 2 below, BreitBurn will deliver an executed version of the SRA(s) to the Escrow Agent (defined below) with delivery conditioned upon: (i) the execution and delivery to the Escrow Agent of the SRA(s) by the purchaser(s); (ii) the execution and delivery to the Escrow Agent by SFSA of the Deed (defined below) to the Tank Farm Property; and (iii) the closing of each and every one of the transactions provided for in Paragraph 5 below. All parties shall bear their own costs of legal counsel in negotiating the SRA(s). All costs associated with the preparation of exhibits to the SRA(s), including all surveying and engineering costs, shall be paid by CDC.

(b) CDC shall work with potential purchasers (and BreitBurn) to reach agreement regarding the sale of the CDC Property. While CDC agrees to work in good faith toward such objective, CDC is not obligated to reach such agreement.

(c) All of the transactions described in Paragraphs 5 and 6 below are expressly contingent upon both: (i) agreement between BreitBurn and the potential purchaser(s) of the entire CDC Property concerning the SRA(s), and (ii) agreement between CDC and the potential purchaser(s) for the sale of the CDC Property to such purchaser(s).

2. Termination.

In the event that: (a) BreitBurn and a purchaser(s) are unable or unwilling to enter into an acceptable SRA(s) on or before four (4) years from the Effective Date (the "Termination Date"); or (b) BreitBurn and the purchaser(s) execute an acceptable SRA(s) and deliver it to the Escrow Agent (defined below) in conjunction with a sale of the CDC Property and such escrow does not close, and each and every one of the transactions set forth in Paragraph 5 below is not completed by the Termination Date; this Agreement shall automatically terminate without further action by any party hereto. In the event of a termination pursuant to this Paragraph, the parties shall have no obligation, rights or duties arising under the terms of this Agreement and the parties shall be placed in the same position with respect to one another that they would have been in had this Agreement never been executed, except that any time periods affecting the prosecution or defense of the Tank Farm Litigation shall be tolled during the period from the execution of this Agreement until 30 days after this Agreement is terminated. In the event of such termination and in the event that an SRA(s) and any other agreements have been executed by BreitBurn and

delivered to the Escrow Agent, such original agreements shall be returned to BreitBurn without having been recorded and shall be deemed not to have been delivered to the purchaser(s), CDC or any other party. The deadline and Closing Date set forth in this Paragraph may be extended by a written amendment to this Agreement executed by all of the parties hereto.

3. Escrow Agent.

Each of the parties to this Agreement shall agree upon a mutually acceptable escrow company ("Escrow Agent") to process the transactions contemplated by this Agreement. Each of the parties shall execute commercially reasonable escrow instructions for the Escrow Agent in conjunction with the closing of the transactions provided for in this Agreement. All costs and fees payable for the services of the Escrow Agent shall be paid as follows: 33.3% by CDC; 33.3% by MC&C/SFSA; and 33.3% by BreitBurn.

4. Simultaneous Closing.

All of the transactions set forth or referenced in Paragraph 5 below shall take place concurrently and simultaneously or not at all at "Closing", and the date on which the Closing shall occur is referred to herein as (the "Closing Date"). The Closing date shall be the earliest practicable date following the satisfaction of all of the conditions precedent to such Closing. The transactions shall be handled by the same Escrow Agent under a single escrow account or under a series of joint escrow accounts. In the event that, for any reason, the Closing does not occur by the Termination Date, the Escrow Agent shall immediately cancel the escrow and return all documents and funds to the party from whom they were received.

5. Closing Transactions.

(a) **SRA(s).** The SRA(s), executed by BreitBurn and the purchaser(s) of the CDC Property shall be delivered to the Escrow Agent (to be recorded simultaneously with the recording of the deed from CDC to the purchaser(s) of the CDC Property).

(b) **CDC Property Sale.** Title to the CDC Property shall be transferred subject to the SRA(s) to the purchaser(s) thereof, MC&C shall receive from CDC its share of the proceeds of the sale of the CDC Property pursuant to the provisions of the RTC Agreement, and any and all rights the MC&C Parties (defined below) have with respect to the CDC Property shall be terminated.

(c) **Tank Farm Property.** Title to the Tank Farm Property shall be transferred by SFSA and/or any other MC&C Party or MC&C Parties holding title thereto to BreitBurn, or its designee, pursuant to a properly signed and acknowledged Deed in the form of Exhibit "C" attached hereto (such that from and after the date on which the Deed is recorded, no MC&C Party(ies) shall have any right, title or interest in, to or with respect to the Tank Farm Property). All recording fees and documentary transfer taxes associated with the transfer of the Tank Farm Property to BreitBurn shall be paid by CDC or SFSA through the Escrow Agent.

(d) **Mutual Releases by the MC&C Parties and BreitBurn.** The MC&C Parties and BreitBurn shall execute and deliver to the Escrow Agent a Mutual Release in the form of Exhibit "D" attached hereto. The effective date of the Mutual Release shall be the date of the

Closing. In the event that the Closing does not occur and that this Agreement is terminated, the Mutual Release shall be deemed null and void.

(e) **Payment to MC&C.** In addition to the sum provided for in Paragraph 5(b) above, upon Closing, the CDC shall pay to MC&C or its designee \$500,000.00 (which may come from the proceeds of the sale of the CDC Property), as consideration for the MC&C Parties' conveyance of the Tank Farm Property to BreitBurn.

6. **Tank Farm Property Landscaping.** At least 90 days prior to advertising for bids, the CDC and/or the City of Santa Fe Springs shall provide to BreitBurn plans for landscaping to be installed (and maintained at its own cost) by the CDC and/or the City of Santa Fe Springs along the side of the Tank Farm Property which fronts on Telegraph Road. Such plans shall provide for landscaping equivalent to that currently existing along the south side of Telegraph Road along the north side of the development known as the Villages at Santa Fe Springs and shall provide that the access that presently exists within the frontage of the Tank Farm on Telegraph Road shall remain in place. The CDC and/or City of Santa Fe Springs shall not advertise the project without approval of the landscaping plans by BreitBurn, but such approval shall not be unreasonably withheld. Upon awarding a contract therefore, the CDC or the City of Santa Fe Springs shall proceed with the installation of the landscaping pursuant to the approved plans. Upon written notice from the CDC and/or the City of Santa Fe Springs that they are prepared to advertise for bids to install the landscaping on the Tank Farm Property, BreitBurn shall grant the City of Santa Fe Springs a landscaping easement substantially similar to the landscaping easement in place along the south side of Telegraph Road adjacent to the development known as the Villages at Santa Fe Springs. To the extent that such landscaping and related work extends beyond City-owned rights of way and extends onto the Tank Farm Property, such work shall be done by the CDC and/or the City of Santa Fe Springs on behalf of BreitBurn and, except to the extent set forth in the landscaping easement, such work and improvements will not give any rights, including rights of possession, use or ownership, of or to all or any portion of the Tank Farm Property to the CDC, the City of Santa Fe Springs or any other governmental entity. Within 30 days of receipt of notice from the CDC and/or the City of Santa Fe Springs that a contract for the landscaping work has been awarded, BreitBurn shall deposit with the CDC and/or the City of Santa Fe Springs the amount of \$250,000.00 to cover BreitBurn's share of the cost for the landscaping work to be completed within the frontage of the Tank Farm Property. BreitBurn hereby grants to the CDC and/or the City of Santa Fe Springs a temporary construction license to carry out the landscaping work referred to in this Paragraph. The obligations of the parties under this Paragraph shall survive the Closing.

7. **Tolling Agreement re Claims in the Tank Farm Litigation.** Upon the signing of this Agreement, SFSA and BreitBurn shall execute a request for dismissal of the Tank Farm Litigation, without prejudice and with each party to bear its own fees and costs, and promptly file it with the court presiding over the Tank Farm Litigation. The MC&C Parties and BreitBurn agree that, in consideration of BreitBurn's and SFSA's dismissal of the Tank Farm Litigation without prejudice, commencing on the Effective Date and extending until 30 calendar days after the Termination Date, all statutes of limitations governing the causes of action against SFSA in the Tank Farm Litigation shall be, and hereby are, tolled during the operative period of this Agreement ("Tolling Provision"). It is the intention of the MC&C Parties and BreitBurn that until 30 days after the Termination Date, the parties' respective positions with regards to statutes

of limitations shall be as they were upon the Effective Date of this Agreement, and shall not in any way be altered or prejudiced by the passage of time during the operative period hereof. This Tolling Provision shall not be deemed to be a waiver of any claims by the MC&C Parties or BreitBurn. This Tolling Provision shall be governed by, and construed in accordance with, the laws of California, including, specifically, California Code of Civil Procedure Section 360.5. In the event that the Closing does not occur and that this Agreement is terminated, the provisions of Paragraph 7 of this Agreement shall survive such termination.

8. **Cooperation.** The parties shall cooperate regarding the actions to be taken subsequently (e.g., escrow documents) in order to effectuate the purposes of and to consummate the transactions contemplated under this Agreement.

9. **Settlement.** This Agreement is entered into as part of the settlement of the Tank Farm Litigation and is protected by California Evidence Code Section 1152.

10. **Additional Provisions With Respect to Transfer of Tank Farm Property.**

(a) It is the express intent of the parties that all of the right, title, and interest of each of the MC&C Parties and their affiliates in the Tank Farm Property be transferred to BreitBurn hereunder. Accordingly, it is agreed that the MC&C Parties shall grant, sell, assign, transfer and convey to BreitBurn, or its designee, all of their right, title and interest in and to the following:

(i) The fee simple real property, water rights, mineral fee estates, oil and gas leases, surface leases and royalties, oil, gas and other minerals, and all other interests under or in oil, gas or mineral leases, and interests in rights to explore for and produce oil, gas or other minerals in and to the Tank Farm Property;

(ii) All franchises, licenses, permits, approvals, consents, certificates and other authorizations and other rights granted by governmental authorities that relate to the Tank Farm Property;

(iii) All equipment, machinery, tanks, fixtures, flow lines, roads, pipelines, pole lines, appurtenances, materials, improvements and other real, personal and mixed property (including inventory) located on the Tank Farm Property as of the Closing Date;

(iv) All contracts, permits, road use agreements, rights-of-way, easements, licenses, servitudes, orders and decisions of regulatory authorities related to the Tank Farm Property;

(v) All originals in the possession of the MC&C Parties or their affiliates of all of the files, records, information and materials relating to the Tank Farm Property; and

(vi) All other rights and interests in, to, or under or derived from the Tank Farm Property.

(b) **Title Review.**

(i) Within 21 days from the date of the execution of this Agreement, the MC&C Parties, at their own expense, shall obtain and deliver to BreitBurn a copy of a preliminary title report for the Tank Farm Property ("PTR") issued by Chicago Title Insurance Company or First American Title Company of Los Angeles or another qualified title insurance company agreed to in writing by the MC&C Parties and BreitBurn (the "Title Company"). Within thirty (30) days after its receipt of the PTR, BreitBurn shall notify the MC&C Parties of any title defects that are disclosed by the PTR and are of concern to BreitBurn.

(ii) The MC&C Parties will also make available at their offices or such other places as agreed upon by the MC&C parties and BreitBurn, during normal business hours until the Closing Date, for BreitBurn's review and copying, all documents relating to the title of the Tank Farm Property and all title information and abstracts in their possession and control to the best of their knowledge. NO WARRANTY OF ANY KIND IS MADE BY THE MC&C PARTIES AS TO THE COMPLETENESS OR ACCURACY OF INFORMATION SO SUPPLIED, and BreitBurn agrees that any conclusions drawn there from shall be the result of its own independent review and judgment.

(iii) BreitBurn shall have until shortly before the Closing to fully investigate any and all matters relating to the title and the state of all documents evidencing the title to the Tank Farm Property. In the event that BreitBurn identifies any title defects that are of concern to BreitBurn, it shall promptly notify the MC&C Parties, and the parties will work together in good faith to resolve such issues. If the parties are unable to resolve any such title issues to BreitBurn's satisfaction, BreitBurn shall not be obligated to proceed with the acquisition of the Tank Farm Property and this Agreement shall terminate pursuant to the provisions of Paragraph 2 above.

(c) **Limited Warranty of Title.** The title to the Tank Farm Property shall be subject to all matters appearing of record or that can be ascertained by an inspection thereof and shall be conveyed to BreitBurn without any warranty of title, express or implied, except that the MC&C Parties shall warrant at Closing to BreitBurn that the Tank Farm Property is free of any prior conveyance, encumbrance or lien made or suffered by the MC&C Parties or by any person claiming by, under or through the MC&C Parties, but not otherwise. The MC&C Parties shall also represent and warrant at Closing to BreitBurn that, to their actual knowledge (i.e., to the then actual knowledge of Chris McGranahan and Steve Carlson, without inquiry or investigation), except as set forth in the PTR (and any updates thereto), the Tank Farm Property is not subject to any third-party consents to assignment or preferential rights to purchase and that there are no existing agreements, options, or commitments with, of, or to any person to acquire the Tank Farm Property. The MC&C Parties agree not to enter into any such agreements, options, or commitments or to take any action that will encumber the title to the Tank Farm Property prior to the Closing.

(d) **Title Insurance.** The cost of title insurance for the Tank Farm Property, if requested by BreitBurn, shall be borne by BreitBurn.

(e) **Records Review.** Upon 30 days written notice from BreitBurn, the MC&C parties will make available at their offices or such other places as agreed upon by the MC&C parties and BreitBurn, during normal business hours until the Closing, all of their files, records, and other written materials that relate to the Tank Farm Property. BreitBurn shall have the right to review and copy such records at its sole expense. NO WARRANTY OF ANY KIND IS MADE BY THE MC&C PARTIES AS TO THE ACCURACY OF INFORMATION SO SUPPLIED, and BreitBurn agrees that any conclusions drawn there from shall be the result of its own independent review and judgment.

(f) **Bunker Removal.** Before the Closing, the MC&C Parties shall remove the bunker historically maintained by one or more of them on the Tank Farm Property and, if necessary, shall remediate any environmental conditions (if any) caused by the existence or use of such bunker. The MC&C Parties obligations under this Paragraph 10(f) shall be deemed satisfied upon the MC&C Parties' completion of removal and closure of the above described bunker in accordance with the requirements of the City of Santa Fe Springs Fire Department.

(g) **As-Is.** Except as otherwise provided by this Paragraph 10 of this Agreement, BreitBurn shall acquire title to the Tank Farm Property in its then existing "As-Is" condition. Upon acquisition of the Tank Farm Property, BreitBurn shall assume the MC&C Parties' responsibility for the environmental condition thereof.

(h) **Property Taxes.** After the Effective Date, the MC&C Parties shall cooperate in good faith with BreitBurn in an attempt to reduce the current property tax assessment for the Tank Farm Property.

11. **Notices.** All notices and consents to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, faxed with receipt acknowledged, or delivered by a recognized overnight commercial courier to the party at the address set forth below or such other address as any party shall have designated for itself by 5 days' prior written notice to the other parties.

MC&C, MC&C IV and SFSA

McGranahan Carlson and Co.
2271 West Malvern Avenue, #521
Fullerton, California 92833
Facsimile No.:

CDC

11710 E. Telegraph Road
Santa Fe Springs, CA 90670-3679
(562) 868-0511 - City Hall
(562) 868-7112 - Fax Number

BREITBURN

BreitBurn Operating L.P
515 South Flower Street
Suite 4800
Los Angeles, California 90071
Attn. Land Department
Facsimile No.: (213) 225-5916

12. **Construction of Ambiguity.** All parties to this Agreement are sophisticated parties, each having fully participated in the drafting of the Agreement. In the event of any ambiguity in any of the terms or conditions of this Agreement including any exhibits whether or not placed of record, such ambiguity shall not be construed for or against any party hereto.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings relating to such subject matter, except as may be expressly provided for herein. No amendment shall be binding unless in writing and signed by representatives of each party bound by such amendment. Headings used in this Agreement are only for convenience of reference and shall not be used to define the meaning of any provision. This Agreement is for the benefit of the parties only and not for the benefit of third parties.

14. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO RULES CONCERNING CONFLICTS OF LAW.

15. **Successors and Assigns.** This Agreement and the provisions herein which shall survive Closing shall bind and inure to the benefit and burden of the heirs, successors and assigns of the parties hereto. Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above. -

16. **Authority.** Each of the parties hereto hereby represents and warrants to the others that is has the sole and full right, authority and power to enter into and perform this Agreement, that no consent or approval is required from any other party for it to validly execute and consummate this Agreement, and that the person signing this Agreement and any other document or instrument contemplated herein on behalf of it is duly authorized to do so.

17. **Counterparts, Facsimile Signatures, Copies.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Signatures may be delivered by facsimile transmission. Facsimile copies or photocopies of an executed version of this Agreement shall have the same force and effect as the original version.

Community Development Commission of the
City of Santa Fee Springs,
a public entity

By: Paul R. Ashworth

Print Name: Paul R. Ashworth

Title: Director of Planning & Development

BreitBurn Operating L.P.,
a Delaware limited partnership

By: _____

Print Name: Gregory C. Brown

Title: Executive Vice President and General Counsel

McGranahan, Carlson & Company, LLC,
a California limited liability company

By: _____

Print Name: _____

Title: _____

MC&C Partnership IV,
a California limited partnership

By: _____

Print Name: _____

Title: _____

SFSA Investment Company, Inc.,
a California corporation

By: _____

Print Name: _____

Title: _____

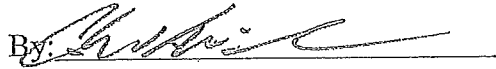
BreitBurn Operating L.P.,
a Delaware limited partnership

By: _____

Print Name: _____

Title: _____

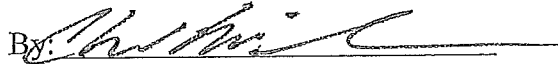
McGranahan, Carlson & Company, LLC,
a California limited liability company

By:  _____

Print Name: CHRISTOPHER W. MCGRANAHAN

Title: MEMBER

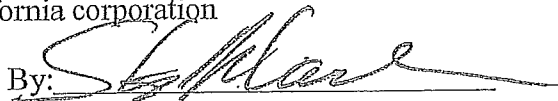
MC&C Partnership IV,
a California limited partnership

By:  _____

Print Name: CHRISTOPHER W. MCGRANAHAN

Title: PARTNER

SFSA Investment Company, Inc.,
a California corporation

By:  _____

Print Name: STEPHEN M. CARLSON

Title: PRESIDENT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE

CDC PROPERTY

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 29 and 30 in Block 46 of Santa Fe Springs, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per Map recorded in Book 26, Pages 37 to 40, inclusive, of Miscellaneous Records, in the Office of the County Recorder of said County, together with that portion of the East Half of vacated alley adjoining said Lots 1, 2, 3, 4, 5 and 6 on the West and that portion of the West Half of the vacated alley adjoining said Lots 29 and 30 on the East, together with that portion of the South Half of first street adjoining said Lots 1 and 30 on the North.

EXCEPT from said Lots 1, 5 and 6, all oil, gas, mineral and other hydrocarbon substances in, on and under said land as set out in that certain Grant Deed, recorded March 4, 1980 as Instrument No. 80-216991 of Los Angeles County.

ALSO EXCEPT from said Lot 29, all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, lying below a depth of 500 feet from the surface thereof, in favor of Leon Beaumon, by Deed recorded February 9, 1981 as Instrument No. 81-144399.

ALSO EXCEPTING AND RESERVING unto Santa Fe Energy Company, its successors or assigns, all minerals whatsoever, petroleum, oil, asphaltum, gas and/or hydrocarbon substances, including, but not limited to, helium and carbon dioxide, within or underlying the heretofore described real property, at a depth of more than 500 feet below the surface, together with the right of prospecting, drilling, redrilling, mining, producing and/or removing the same therefrom and thereunder; provided that except as set forth in that certain Mineral Reservation Agreement dated December 27, 1989, and recorded December 28, 1989 as Instrument No. 89-2087140, Official Records, in the Los Angeles County Recorder's Office, Santa Fe Energy Company, its successors or assigns, shall have no right of surface entry nor right to disturb the surface of said real property nor other right to enter at any point on said real property within 500 feet below the surface thereof for any purpose, whether to explore, to extract and/or remove said oil, gas and/or hydrocarbon or mineral substances or otherwise.

Parcel 2:

Lots 18, 19, 20, 21, 22, 23, 24 and 25 of Tract No. 17977, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per Map recorded in Book 549, Pages 21, 22 and 23 of Maps, in the Office of the County Recorder of said County, together with the North Half of the first street, adjoining said Lots 22, 24 and 25 on the South; together with the South Half of first street, adjoining said Lot 20 on the North; together with the 20.00 foot alley, adjoining said Lot 22 on the East; together with the 20.00 foot alley,

adjoining said Lot 25 on the West; together with the 20.00 foot alley, adjoining said Lot 23 on the South; together with the 20.00 foot alley, adjoining said Lot 19 on the North; together with the East Half of the 20.00 foot alley, adjoining said Lots 19 and 20 on the West; together with the West Half of the 20.00 foot alley, adjoining said Lot 21 on the East; together with the West Half of the 20.00 foot alley, adjoining said Lots 19 and 20 on the East and the East Half of a 20.00 foot alley, adjoining said Lot 18 on the West.

ALSO EXCEPTING AND RESERVING unto Santa Fe Energy Company, its successors or assigns, all minerals whatsoever, petroleum, oil, asphaltum, gas and/or hydrocarbon substances, including, but not limited to, helium and carbon dioxide, within or underlying the heretofore described real property, at a depth of more than 500 feet below the surface, together with the right of prospecting, drilling, redrilling, mining, producing and/or removing the same therefrom and thereunder; provided that except as set forth in that certain Mineral Reservation Agreement dated December 27, 1989, and recorded December 28, 1989 as Instrument No. 89-2087140, Official Records, in the Los Angeles County Recorder's Office, Santa Fe Energy Company, its successors or assigns, shall have no right of surface entry nor right to disturb the surface of said real property nor other right to enter at any point on said real property within 500 feet below the surface thereof for any purpose, whether to explore, to extract and/or remove said oil, gas and/or hydrocarbon or mineral substances or otherwise.

Parcel 3:

Lots 7, 8, 9, 10 and 11 of Tract No. 5326, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per Map recorded in Book 58, Pages 56 and 57 of Maps, in the Office of the County Recorder of said County.

EXCEPT from said Lots 9 and 11, all oil, gas, mineral and other hydrocarbon substances in, on and under said land, as set out in that certain Grant Deed, recorded March 4, 1980 as Instrument No. 80-216991.

ALSO EXCEPTING AND RESERVING unto Santa Fe Energy Company, its successors or assigns, all minerals whatsoever, petroleum, oil, asphaltum, gas and/or hydrocarbon substances, including, but not limited to, helium and carbon dioxide, within or underlying the heretofore described real property, at a depth of more than 500 feet below the surface, together with the right of prospecting, drilling, redrilling, mining, producing and/or removing the same therefrom and thereunder; provided that except as set forth in that certain Mineral Reservation Agreement dated December 27, 1989, and recorded December 28, 1989 as Instrument No. 89-2087140, Official Records, in the Los Angeles County Recorder's Office, Santa Fe Energy Company, its successors or assigns, shall have no right of surface entry nor right to disturb the surface of said real property nor other right to enter at any point on said real property within 500 feet below the surface thereof for any purpose, whether to explore, to extract and/or remove said oil, gas and/or hydrocarbon or mineral substances or otherwise.

Parcel 4:

That portion of Romandel Avenue, 60 feet wide, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map of Tract No. 17977, as per Map recorded in Book 549, Pages 21 to 23 inclusive of Maps, in the Office of the County Recorder of said County, lying between the Southerly boundary line of the line of the land described as Parcel XIII in Exhibit "A" of that certain Resolution No. 4243, recorded July 18, 1979 as Instrument No. 79-788602 of said County, and then Westerly prolongation of a line parallel with and distant Northerly 30 feet, measured at right angles from the Northerly line of Lot 22 of said Tract No. 17977.

EXCEPT from a portion of said land, all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, lying below a depth of 500 feet from the surface thereof, in favor of Leon Beaumon, by Deed recorded March 17, 1980 as Instrument No. 80-265102.

ALSO EXCEPTING AND RESERVING unto Santa Fe Energy Company, its successors or assigns, all minerals whatsoever, petroleum, oil, asphaltum, gas and/or hydrocarbon substances, including, but not limited to, helium and carbon dioxide, within or underlying the heretofore described real property, at a depth of more than 500 feet below the surface, together with the right of prospecting, drilling, redrilling, mining, producing and/or removing the same therefrom and thereunder; provided that except as set forth in that certain Mineral Reservation Agreement dated December 27, 1989, and recorded December 28, 1989 as Instrument No. 89-2087140, Official Records, in the Los Angeles County Recorder's Office, Santa Fe Energy Company, its successors or assigns, shall have no right of surface entry nor right to disturb the surface of said real property nor other right to enter at any point on said real property within 500 feet below the surface thereof for any purpose, whether to explore, to extract and/or remove said oil, gas and/or hydrocarbon or mineral substances or otherwise.

Parcel 5:

Lot 1 of Tract No. 17977, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per Map recorded in Book 549, Pages 21, 22 and 23 of Maps, in the Office of the County Recorder of said County, together with that portion of Murray Avenue, vacated as Parcel XII in Exhibit "A" of that certain Resolution No. 4243, recorded July 18, 1979 as Instrument No. 79-788602, Official Records of said County, lying Northerly of the center line and its Easterly prolongation of Park Avenue, 60.00 feet wide, as shown on the Map of said Tract No. 17977, except that portion of Murray Avenue being described as follows:

Beginning at said Northeast corner of Lot 1; thence South 0 degrees 20 minutes 15 seconds East 55.21 feet along said Easterly lot line; thence South 88 degrees 31 minutes 55 seconds East 60.03 feet to the Easterly line of Murray Avenue; thence North 0 degrees 20 minutes 15 seconds West 57.00 feet to the Easterly prolongation of the Northerly line of said Lot 1, said line also being the Southerly line of Telegraph Road (80.00 feet wide),

as shown on said Tract No. 17977; thence South 89 degrees 45 minutes 35 seconds West 60.00 feet along said Easterly prolongation to the point of beginning.

ALSO EXCEPTING AND RESERVING unto Santa Fe Energy Company, its successors or assigns, all minerals whatsoever, petroleum, oil, asphaltum, gas and/or hydrocarbon substances, including, but not limited to, helium and carbon dioxide, within or underlying the heretofore described real property, at a depth of more than 500 feet below the surface, together with the right of prospecting, drilling, redrilling, mining, producing and/or removing the same therefrom and thereunder; provided that except as set forth in that certain Mineral Reservation Agreement dated December 27, 1989, and recorded December 28, 1989 as Instrument No. 89-2087140, Official Records, in the Los Angeles County Recorder's Office, Santa Fe Energy Company, its successors or assigns, shall have no right of surface entry nor right to disturb the surface of said real property nor other right to enter at any point on said real property within 500 feet below the surface thereof for any purpose, whether to explore, to extract and/or remove said oil, gas and/or hydrocarbon or mineral substances or otherwise.

Parcel 6:

Lots 8, 9, 10 and 11 in Block 52 of the Townsite of Santa Fe Springs, County of Los Angeles, State of California, as per Map recorded in Book 26, Page 37 of Miscellaneous Records of said County.

EXCEPT all rights to oil, gas and hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through and to use the property for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances, minerals or other extractable substances ("oil and gas production activities") from the property in accordance with existing oil and gas production activities agreements.

Parcel 7:

Lot 1 to 26, inclusive, in Block 53 of Townsite of Santa Fe Springs, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per Map recorded in Book 26, Page 37, et seq., Miscellaneous Records of said County.

EXCEPT all interests in all oil, gas, minerals and other hydrocarbon substances in, under and which may be produced from said land, without, however, the right to enter on the surface thereof or within five hundred (500) feet beneath the surface thereof.

EXHIBIT "B"
LEGAL DESCRIPTION OF THE
TANK FARM PROPERTY

Parcels A, B, C and D, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Parcel Map No. 20215, filed in Book 225, Pages 57 to 59, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING AND RESERVING unto Santa Fe Energy Company, its successors or assigns, all minerals whatsoever, petroleum, oil, asphaltum, gas and/or hydrocarbon substances, including, but not limited to, helium and carbon dioxide, within or underlying the heretofore described real property, at a depth of more than 500 feet below the surface, together with the right of prospecting, drilling, redrilling, mining, producing and/or removing the same therefrom and thereunder; provided that except as set forth in that certain Mineral Reservation Agreement dated December 27, 1989, and recorded December 28, 1989 as Instrument No. 89-2087140, Official Records, in the Los Angeles County Recorder's Office, Santa Fe Energy Company, its successors or assigns, shall have no right of surface entry nor right to disturb the surface of said real property nor other right to enter at any point on said real property within 500 feet below the surface thereof for any purpose, whether to explore, to extract and/or remove said oil, gas and/or hydrocarbon or mineral substances or otherwise.

EXHIBIT "C"

DEED FOR TANK FARM PROPERTY

STATEMENT OF DOCUMENT TRANSFER TAX DUE

Recording requested by and
When recorded mail to:

BreitBurn Operating L.P.
515 South Flower Street
Suite 4800
Los Angeles, California 90071

Attn: Land Department

Please send tax statements
and related materials to:

The Same

Space above for Recorder's use only, please.
Special Indexing Request: Recorder,
Please separately each of several "Grantors"

GRANT DEED

Affects Assessor's Parcel(s) No.: [See Exhibit "A"]

This conveyance is made and entered into by and between **SFSA INVESTMENT COMPANY**, a California "C" corporation [, **McGRANAHAN, CARLSON & COMPANY**, a [California] limited liability company, and **MC&C PARTNERSHIP FOUR**, a California limited partnership (hereinafter "**Grantor[s]**"), on one hand, and **BREITBURN OPERATING L.P.**, a Delaware limited partnership (hereinafter "**Grantee**"), on the other, effective as of December __, 2007 (the "**Effective Date**").

FOR AND IN CONSIDERATION of the payment of Ten Dollars (\$10.00), and other consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor[s] hereby grant[s], convey[s], transfer[s], assign[s], bargain[s], sell[s] and deliver[s] to Grantee, its successors and assigns that certain real property in the incorporated area of the City of Santa Fe Springs, County of Los Angeles, State of California, more fully described in the attached Exhibit "A" (the "**Property**"), and all incidents and appurtenances thereto, including, but not limited to, all the following ((i) through (vi), inclusive):

- (i) The fee simple interest, water rights, mineral fee interest in oil, gas and other hydrocarbon or other mineral substances, oil, gas and mineral lease interests (i.e., lessor, lessee or other right, title or interest under any oil, gas and mineral lease), royalties, rentals or other revenue rights thereunder, and any and all other interests under or in oil, gas or mineral leases, and all interests in rights to explore for and produce oil, gas or other minerals, or to use and improve the surface and subsurface of the Property in connection with the exercise of such rights, as well as any and all right, title and interest in and to non-mineral leases (commercial, residential, etc.), affecting all or any part of the Property;
- (ii) All franchises, licenses, permits, approvals, consents, certificates and other authorizations and other rights granted by governmental authorities that relate to the Property;

- (iii) All equipment, machinery, tanks, fixtures, flow lines, roads, pipelines, pole lines, appurtenances, materials, improvements and other real, personal and mixed property (including inventory) located on the Property as of the delivery and acceptance of this conveyance;
- (iv) All contracts, permits, road use agreements, rights-of-way, easements, licenses, servitudes, orders and decisions of regulatory authorities pertaining to the Property;
- (v) All originals in the possession of the Grantor[s] or [its/their] affiliates of all of the files, records, information and materials relating to the Property; and
- (vi) All other right, title and interest in, to or under, or derived from, the Property.

Grantor[s] [and each of them, for itself alone] warrants to Grantee Grantor[s'] right, title and interest in and to the Property hereby conveyed to Grantee is free from any prior conveyance, lien or encumbrance made or suffered by [such] Grantor or by any person claiming by, through or under [such] Grantor, **except only** matters appearing of record or that can be ascertained by an inspection of the Property. Provided, however, that Grantor[s] [and each of them, for itself alone] also represent and warrant to Grantee that, such Grantor has no actual knowledge of the existence of any required third-party consent to assignment, or preferential rights to purchase, all or any part of the right, title and interest of Grantors, or any of them, in and to the Property, and that there are no existing agreements, options, or commitments with, of, or to any person to acquire the Property from Grantors or any of them. This conveyance is otherwise made without warranty or representation concerning title or any other subject, express or implied, and Grantee otherwise accepts the Property on an "As-Is" basis, and assumes all of the Grantor[s'] responsibility for its environmental condition.

This conveyance is made and delivered pursuant to that certain Settlement Agreement, dated as of the Effective Date, among the parties hereto [and others] (the "**Agreement**"), all of the terms and provisions of which are incorporated fully herein, and reference is made to a fully executed copy of that Agreement in the hands of each of the Parties for further particulars. As between the parties to this conveyance, the terms and provisions of the Agreement survive the delivery and acceptance of this conveyance. However, the Agreement does not create or provide for any rights or obligations that may be enforced by or against any third party including any successor or assign of any of the parties hereto which is not also a party to the Agreement.

IN WITNESS OF WHICH, the Parties have caused this instrument to be executed and delivered on the date set forth in the respective acknowledgment form concerning execution of this conveyance on their behalf, but as of the Effective Date.

GRANTOR[s]:

SFSA INVESTMENT COMPANY, a
California "C" corporation

By: _____

Its: _____

By: _____

Its: _____

GRANTEE:

BREITBURN OPERATING L.P., a
Delaware limited partnership

By: _____

Its: _____

By: _____

Its: _____

Exhibit "A" to Grant Deed
[Property Description]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California]
County of _____] ss.

On _____ before me, _____,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared _____,
Name(s) of Signor(s)

- ☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, as _____ of _____ executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signor

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signor is Representing: _____

RIGHT THUMBPRINT OF SIGNOR
Top of thumb here

State of California

11

SS.

County of _____

On _____ before me, _____
Date *Name and Title of Officer (e.g., "Jane Doe, Notary Public")*

personally appeared _____
Name(s) of Signor(s)

☐ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, as _____ of _____ executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signor

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signor is Representing: _____

RIGHT THUMBPRINT OF SIGNOR

Top of thumb here

STATEMENT OF DOCUMENTARY TRANSFER TAX DUE
AND REQUEST THAT DOCUMENTARY TRANSFER TAX
DECLARATION NOT BE MADE A PART OF THE
PERMANENT RECORD IN THE OFFICE OF THE COUNTY
RECORDER
[Rev & Tax Code § 11932]

RECORDED DATE:

INSTRUMENT. NO.

TO: COUNTY RECORDER, LOS ANGELES COUNTY, CALIFORNIA

A REQUEST IS HEREBY MADE IN ACCORDANCE WITH THE
PROVISIONS OF SECTION 11932 OF THE CALIFORNIA REVENUE AND
TAXATION CODE THAT THE AMOUNT OF DOCUMENTARY TRANSFER
TAX DUE IN CONNECTION WITH THE RECORDATION OF THE
DOCUMENT DESCRIBED HEREIN NOT BE SHOWN ON THE
PERMANENT RECORD OF THE DOCUMENT IN QUESTION.

The Document in question is a Grant Deed from SFSA Investment Company, Inc., [et
al.,] to BreitBurn Operating L.P., which affects Assessor's Parcel(s) Number:

THE PROPERTY DESCRIBED WITHIN THIS DOCUMENT IS LOCATED WITHIN THE
INCORPORATED AREA OF THE CITY OF SANTA FE SPRINGS, LOS ANGELES
COUNTY, CALIFORNIA. DOCUMENTARY TRANSFER TAX DUE IN CONNECTION
WITH THE RECORDATION OF THIS DOCUMENT IS \$_____, BASED UPON
THE FULL VALUE OF THE PROPERTY INTEREST CONVEYED (i.e., @ \$0.55/\$500).

[signature]

[printed name]

BreitBurn Operating L.P.

[representing]

EXHIBIT "D"

MUTUAL RELEASE

This Mutual Release is made and entered into by and between BreitBurn Operating L.P., a Delaware limited partnership ("BreitBurn"), McGranahan, Carlson & Company, a limited liability company ("MC&C"), MC&C Partnership Four, a California limited partnership ("MC&C IV") and SFSA Investment Company, Inc., a California "C" corporation ("SFSA"). MC&C, MC&C IV and SFSA shall collectively be known as the "MC&C Parties".

The MC&C Parties and BreitBurn, for themselves and for their parents, subsidiaries, predecessors, successors, affiliates, general partners, limited partners, heirs, devisees, assigns, agents, and principals, do hereby fully release and forever discharge each other, as well as each others' parents, subsidiaries, predecessors, successors, affiliates, general partners, limited partners, heirs, devisees, attorneys, assigns, insurers, partners, directors, officers, employers, employees, principals, and agents, of and/or from any and all rights and duties, including all claims, demands, damages, debts, liabilities, accounts, accountings, reckonings, obligations, guarantees, costs, expenses, liens, actions, suits, proceedings, controversies, contracts and causes of action of every kind and nature whatsoever relating to the CDC Property, the Tank Farm Property or any other property located in the City of Santa Fe Springs in which the MC&C Parties and/or their affiliates and BreitBurn and /or its affiliates have any interest, at any time whatsoever up to and including the Closing Date, whether now known or unknown, suspected or unsuspected, which the MC&C Parties and BreitBurn and their parents, subsidiaries, predecessors, successors, affiliates, general partners, limited partners, heirs, devisees, assigns, agents, and principals may now have, own or hold, or which at any time heretofore may have ever had, owned or held, or could, shall or may hereafter have, own or hold through the Closing Date, except that such release shall not apply to any claims arising from claims made by or injuries allegedly suffered by third-parties relating to the property mentioned in this Paragraph that are first asserted after the Closing Date ("Excluded Claims"). The MC&C Parties and BreitBurn each represent and warrant that they have no actual present knowledge of any pending or threatened Excluded Claims.

Except with respect to the Excluded Claims, neither the MC&C Parties or BreitBurn or their parents, subsidiaries, predecessors, successors, affiliates, general partners, limited partners, heirs, devisees, assigns, agents, and principals, shall have any claims of any kind or nature against each other, or each other party's parents, subsidiaries, predecessors, successors, affiliates, general partners, limited partners, heirs, devisees, attorneys, assigns, insurers, partners, directors, officers, employers, employees, principals, and agents, directly or indirectly, with respect to any such matter, cause, fact, thing, act or omission existing, done, or omitted to be done relative to the CDC Property, the Tank Farm Property and any matters relating to any property located in the City of Santa Fe Springs in which the MC&C Parties and/or their affiliates and BreitBurn and /or its affiliates have any interest, at any time whatsoever up to and including the Closing Date.

The MC&C Parties and BreitBurn understand, warrant and represent that this release shall be effective as a full and final accord and satisfaction, and settlement of and a bar to each and every claim for relief and cause of action that they now have, own, hold, or possess in connection with the CDC Property, the Tank Farm Property and any matters relating to any other property located in the City of Santa Fe Springs in which the MC&C Parties and/or their affiliates and BreitBurn and/or its affiliates have any interest. In connection with such waiver, the MC&C Parties and BreitBurn understand, warrant and represent that they are aware that they or their attorneys may hereafter discover facts different from or in addition to the facts, which they now know or believe to be true and further, that they are familiar with California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The MC&C Parties and BreitBurn hereby expressly waive and relinquish any and all rights, remedies, and/or benefits they may now have, own, hold, or possesses under California Civil Code section 1542.

THE PARTIES WARRANT AND REPRESENT THAT THEY HAVE CAREFULLY READ THIS MUTUAL RELEASE, AND THAT THEIR ATTORNEYS HAVE FULLY EXPLAINED ITS CONTENTS TO THEM. THE PARTIES WARRANT AND REPRESENT THAT THEY FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS MUTUAL RELEASE. THE ONLY PROMISES OR REPRESENTATIONS MADE TO THE PARTIES ABOUT THIS MUTUAL RELEASE ARE CONTAINED HEREIN. THE PARTIES HEREBY ACKNOWLEDGE THAT THEY EXECUTE THIS MUTUAL RELEASE VOLUNTARILY AND FREELY, WITH THE INTENTION TO BE FULLY BOUND THEREBY, WITHOUT PRESSURE OR UNDUE INFLUENCE FROM PARTY OR ATTORNEY.

APPROVED AND AGREED:

BreitBurn Operating L.P.,
a Delaware limited partnership

By:_____

Print Name:_____

Title:_____

Dated:_____

Exhibit D

McGranahan, Carlson & Company, LLC,
a California limited liability company

By: _____

Print Name: _____

Title: _____

Dated: _____

MC&C Partnership IV,
a California limited partnership

By: _____

Print Name: _____

Title: _____

Dated: _____

SFSA Investment Company, Inc.,
a California corporation

By: _____

Print Name: _____

Title: _____

Dated: _____

AMENDMENT TO SETTLEMENT AGREEMENT

On February 28, 2008, a Settlement Agreement was entered into by and between the Community Development Commission of the City of Santa Fe Springs, a public entity ("CDC"), BreitBurn Operating L.P., a Delaware limited partnership ("BreitBurn"), McGranahan, Carlson & Company, a limited liability company ("MC&C"), MC&C Partnership Four, a California limited partnership ("MC&C IV") and SFSA Investment Company, Inc., a California "C" corporation ("SFSA").

Pursuant to Section 2 "Termination" of the Recitals, said Settlement Agreement is valid for four years from the Effective Date. Section 2 also states that, "The deadline and Closing Date set forth in this paragraph may be extended by a written amendment to this Agreement executed by all of the parties hereto."

At its meeting of January 27, 2011, the CDC approved an additional three-year extension beyond the current term, until February 28, 2015.

In accordance with the provisions of Section 2, the parties hereby agree to and accept a three-year extension to the current term of the Settlement Agreement, until February 28, 2015, and that all other conditions and provisions of the Settlement Agreement remain unchanged.

Community Development Commission of the City of Santa Fe Springs, a public entity

By: Paul R. Ashworth Date: 2-10-11
Print Name: Paul R. Ashworth
Title: Executive Director

BreitBurn Operating L.P.

By: _____ Date: _____
Print Name: _____
Title: _____

McGranahan, Carlson & Company, LLC, a California limited liability company

By: Stephen M. Carlson Date: 2-9-11
Print Name: Stephen M. Carlson

Title: Member

MC&C Partnership IV, a California limited partnership

By: 

Date: 7.9.11

Print Name: Christopher W. McGranahan

Title: General Partner

SFSA Investment Company, Inc., a California corporation

By: 

Date: 7.9.11

Print Name: Stephen M. Carlson

Title: President

PROPERTY DISPOSITION AGREEMENT

This Agreement is made and entered into as of July 8, 2008, by and between the Community Development Commission of the City of Santa Fe Springs, a public entity (the "CDC"), and McGranahan Carlson & Company, a limited liability company ("MC&C").

Recitals

A. This Agreement is intended to provide for the distribution of proceeds upon the sale of all, or any portions of, the property depicted on the map attached hereto as Exhibit "A" (the "Property"), which exhibit is incorporated by reference as though fully set forth herein.

B. The CDC owns the Property.

C. The parties, along with other entities, entered into a "Settlement Agreement" with an effective date of February 2, 2008 (the "Settlement Agreement"), in order to facilitate the sale of the Property.

D. The parties initially entered into an agreement regarding the subject matter hereof on or about June 24, 1994, which initial agreement has been extended and amended on several occasions, and which agreement, as amended and extended, has expired.

Based on the Recitals set forth above, and in consideration of the mutual promises set forth below, the parties agree as follows:

I. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, superseding all prior agreements whether written or oral, except for the Settlement Agreement, which remains in full force and effect.

II. The parties shall cooperate fully in attempting to sell the Property at fair market value, and in complying with the provisions of the Settlement Agreement.

III. Upon the sale of all or any portion of the Property, the proceeds of such sale(s) shall be distributed in the following order of priority (number 1, 2, 7, and 8 are estimates), to reimburse the parties for expenses previously incurred in connection with the Property:

1. Sales commission (if any) and closing costs
2. Reimbursement of CDC land acquisition costs (\$1,942,818)
(Johnson, Adden and Walker properties)
3. CDC Acquisition Loan (793,056)
4. CDC Prepayment Penalty (198,140)

5. CDC Down Payment	(284,568)
6. CDC OFRP Reimbursement	(90,000)
7. MC&C Project Expenses	(256,030)
8. CDC Project Expenses	(20,000)

IV. The sale proceeds remaining after reimbursement of all of the expenses listed above shall be distributed 60% to the CDC, and 40% to MC&C.

V. The term of this Agreement shall run concurrently with the term of the Settlement Agreement. Upon the expiration of the four-year deadline contained in the Settlement Agreement, this Agreement shall also expire. At that time, as to any portion of the Property which has not been sold, the CDC will retain its ownership interest, and MC&C will have no further rights.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above.

Community Development Commission
of the City of Santa Fe Springs



McGranahan Carlson & Company, LLC

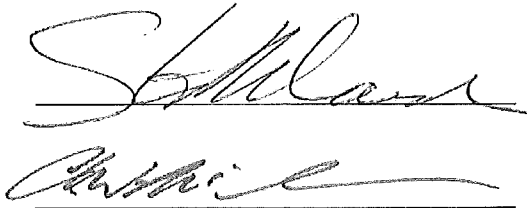
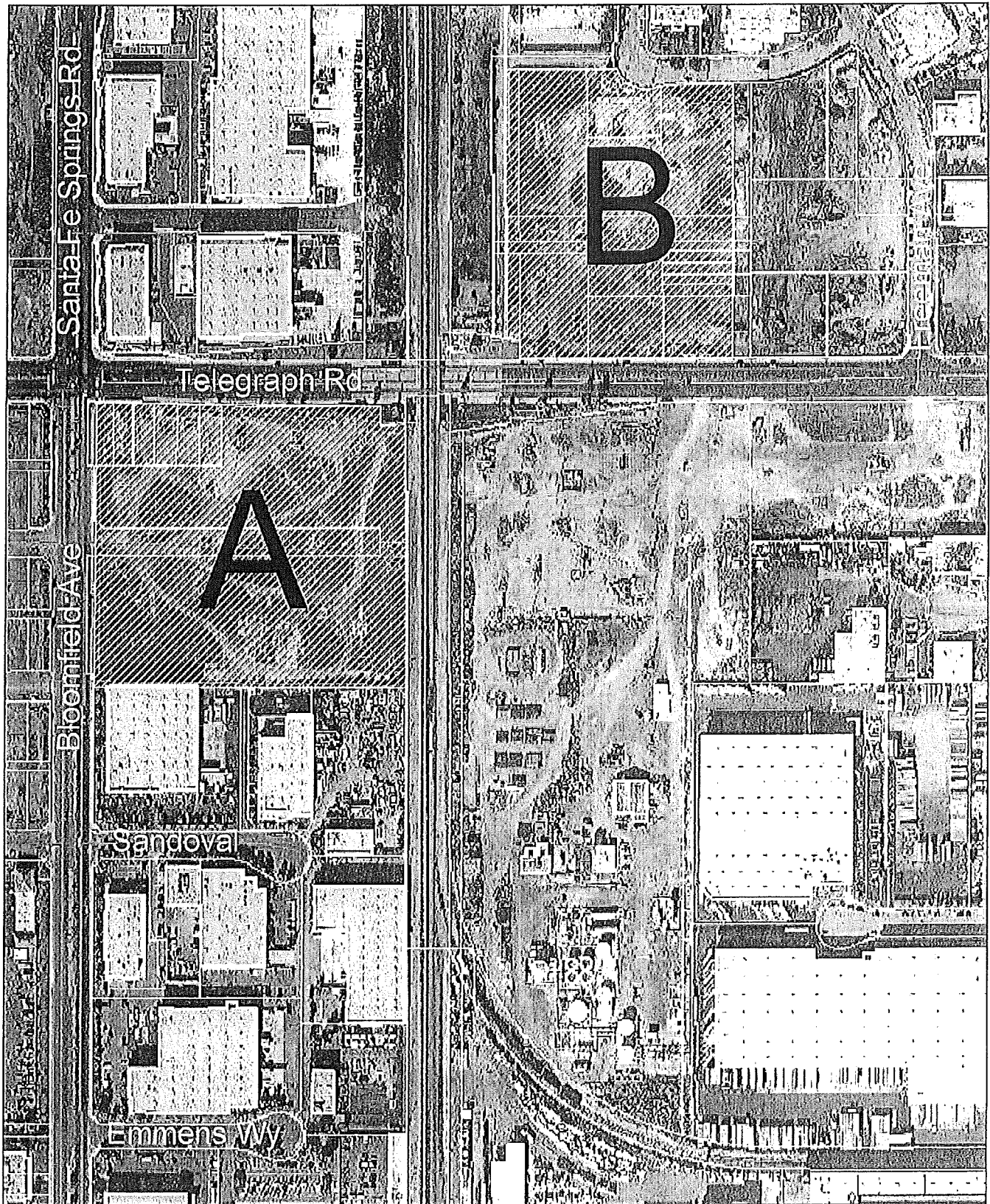
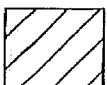


Exhibit - A



© Phoenix/Chavez CDC Owned Properties



CDC Owned Properties



AMENDMENT TO PROPERTY DISPOSITION AGREEMENT

On July 8, 2008, a Property Disposition Agreement was entered into by and between the Community Development Commission of the City of Santa Fe Springs, a public entity ("CDC") and McGranahan, Carlson & Company, a limited liability company ("MC&C").

Pursuant to Section V, the term of the Property Disposition Agreement shall run concurrent with the term of the companion Settlement Agreement. At its meeting of January 27, 2011, the CDC approved an additional three-year extension to the Settlement Agreement, until February 28, 2015 that, as provided in Section V, automatically extends the term of the companion Property Disposition Agreement.

In accordance with the provisions of Section V, the parties hereby agree to and accept a three-year extension to the current term of the Property Disposition Agreement, until February 28, 2015, and that all other conditions and provisions of the Property Disposition Agreement remain unchanged.

Community Development Commission of the City of Santa Fe Springs, a public entity

By: Paul R. Ashworth Date: 2-10-11
Print Name: Paul R. Ashworth
Title: Executive Director

McGranahan, Carlson & Company, LLC, a California limited liability company

By: Christopher W. McGranahan Date: 2-9-11
Print Name: Christopher W. McGranahan
Title: Member

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment amends that certain "Settlement Agreement" entered into on February 28, 2008 (the "Settlement Agreement"), by and between the Community Development Commission of the City of Santa Fe Springs, a public entity ("CDC"), BreitBurn Operating L.P., a Delaware limited partnership ("BreitBurn"), McGranahan, Carlson & Company LLC, a limited liability company ("MC&C"), MC&C Partnership Four, a California limited partnership ("MC&C IV") and SFSA Investment Company, Inc., a California "C" corporation ("SFSA").

Subsequent to entry into the Settlement Agreement, the parties thereto entered into an Amendment to extend the term of the Settlement Agreement to February 15, 2015.

In 2011, the State of California dissolved all redevelopment agencies. Pursuant to the dissolution laws, the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency") was created, and assumed the interests and obligations of the former CDC/Redevelopment Agency.

The Settlement Agreement constitutes an "Enforceable Obligation" of the Successor Agency, pursuant to the dissolution laws.

The dissolution of the former CDC/Redevelopment Agency, and the post-dissolution process pursuant to the dissolution laws, have prevented the parties from performing their obligations pursuant to the Settlement Agreement, because the Successor Agency has not had legal authority to sell property, and the sale of property is an essential component of the Settlement Agreement.

Accordingly, based on the facts set forth above, and intending to be legally bound, the parties hereby agree to extend the term of the Settlement Agreement to a date which is two years after the Successor Agency receives all approvals required by the dissolution laws to allow the sale of the property which is the subject of the Settlement Agreement. In all other respects the Settlement Agreement shall remain unchanged.

The effective date of this Amendment shall be the date on which it is approved by the Successor Agency's Oversight Board.

This Amendment may be executed in counterparts.

Successor Agency to the Community Development Commission/Redevelopment Agency
of the City of Santa Fe Springs

Juanita M. Trujillo, Chairperson

Date: _____

BrietBurn Operating L.P.

Gregory C. Brown
Executive Vice President and General Counsel

Date: _____

McGranahan, Carlson & Company LLC

Stephen M. Carlson, Member

Date: _____

MC&C Partnership IV

Christopher W. McGranahan
General Partner

Date: _____

SFSA Investment Company, Inc.

Stephen M. Carlson, President

Date: _____

SECOND AMENDMENT TO PROPERTY DISPOSITION AGREEMENT

This Amendment amends that certain "Property Disposition Agreement" entered into on July 8, 2008 (the "Agreement"), by and between the Community Development Commission of the City of Santa Fe Springs, a public entity ("CDC") and McGranahan, Carlson & Company LLC, a limited liability company ("MC&C").

Subsequent to entry into the Agreement, the parties entered into an Amendment to extend the term of the Agreement to February 28, 2015.

The Agreement is a companion agreement to the "Settlement Agreement" referenced therein, which runs concurrently with the Agreement.

In 2011, the State of California dissolved all redevelopment agencies. Pursuant to the dissolution laws, the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency") was created, and assumed the interests and obligations of the former CDC/Redevelopment Agency.

The Agreement constitutes an "Enforceable Obligation" of the Successor Agency, pursuant to the dissolution laws.

The dissolution of the former CDC/Redevelopment Agency, and the post-dissolution process pursuant to the dissolution laws, have prevented the parties from performing their obligations pursuant to the Settlement Agreement, because the Successor Agency has not had legal authority to sell property, and the sale of property is an essential component of the Settlement Agreement.

Accordingly, based on the facts set forth above, and intending to be legally bound, the parties hereby agree to extend the term of the Agreement to a date which is two years after the Successor Agency has received all approvals required by the dissolution laws to allow the sale of the property which is the subject of the Settlement Agreement. In all other respects the Agreement shall remain unchanged.

The effective date of this Amendment shall be the date on which it is approved by the Successor Agency's Oversight Board.

This Amendment may be executed in counterparts.

Successor Agency to the Community Development Commission/Redevelopment Agency
of the City of Santa Fe Springs

Juanita M. Trujillo, Chairperson

Date: _____

McGranahan, Carlson & Company LLC

Stephen M. Carlson, Member

Date: _____

PLEASE SEE ITEM 3A

PLEASE SEE ITEM 3B

10B



City of Santa Fe Springs

City Council

August 28, 2014

CONFERENCE AND MEETING REPORT

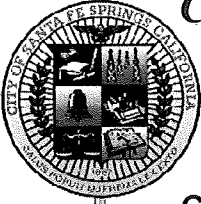
Councilmember Rounds' Attendance at the Santa Fe Springs Chamber Workshop

RECOMMENDATION

That the City Council receive and file the report.

Councilmember Rounds attended the Santa Fe Springs Chamber Workshop in Indian Wells, California, August 7-9, 2014, and participated in the various workshops and events provided by the Chamber.

William K. Rounds
Councilmember



City of Santa Fe Springs

City Council

August 28, 2014

CONFERENCE AND MEETING REPORT

Mayor Trujillo's Attendance at the Santa Fe Springs Chamber Workshop

RECOMMENDATION

That the City Council receive and file the report.

Mayor Trujillo attended the Santa Fe Springs Chamber Workshop in Indian Wells, California, August 7-9, 2014, and participated in the various workshops and events provided by the Chamber.

Juanita Trujillo
Mayor



ORDINANCE FOR PASSAGE

ZONING TEXT AMENDMENT – Private Educational and Recreational Uses

Ordinance No. 1058, an ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.183, Section 155.204, Section 155.213, Section 155.234, Section 155.243, Section 155.264, and Section 155.377 of Chapter 155 of the City's Municipal Code to include private uses of an educational or recreational nature as conditionally permitted uses in the following zones: ML, Limited Manufacturing Administration and Research Zone District; M-1, Light Manufacturing Zone District; M-2, Heavy Manufacturing Zone District; F-O-Z, Freeway Overlay Zone; and along the Telegraph Road Corridor. (City of Santa Fe Springs)

RECOMMENDATION

That the City Council waive further reading and adopt Ordinance No. 1058.

BACKGROUND

Ordinance No. 1058 was introduced and passed its first reading at the August 14, 2014 City Council meeting. Below is the substance of the agenda report for the proposed ordinance as it appeared at that meeting.

The City of Santa Fe Springs has observed an increase in interest to establish, operate, and maintain private facilities that offer trampoline, cross fit, dancing, and other physically active recreational activities. Currently, the City's Zoning Regulations do not refer directly to these types of uses. The Code does reference public and non-profit educational and recreational facilities as permitted or conditionally permitted uses in all zones except for the PF (Public Facilities) Zone and B (Buffer Parking) Zone.

It is staff opinion that the addition of "private" educational or recreational businesses in the proposed zones would be consistent with similar uses that are currently allowed in these zones. The impacts, concerns, and opportunities are the same whether the business charges for admission or is free to the public. Nevertheless, the uses would only be allowed with the review and approval of a Conditional Use Permit; thus, providing the City the ability to review each request on a case-by-case basis ensuring that any unusual property or business characteristics can be addressed.

Moreover, the proposed amendment allows the City to welcome these types of uses and reduce the governmental barriers to offer recreational options in the city that are similar to those found in other cities. This approach of a Zoning Text Amendment will facilitate the processing of a use permit which is not in conflict with other purposes, goals, or policies found in the City's Zoning Regulations. Finally, this proposed

amendment is a forward-thinking step in economic development to responsibly attract new businesses while ensuring compatibility of land uses.

PROPOSED ZONING TEXT AMENDMENT

Currently, the ML, M-1, M-2, and F-O-Z sections of the City's Zoning Regulations allow public or quasi-public and non-profit educational and recreational facilities to be permitted with a conditional use permit. Examples of educational and recreational facilities include: dance studio, tutoring center, karate facility, community center, sports park, skate park, gymnasium, trade schools, and other facilities focused on training, education, physical fitness, and recreation. The current distinguishing and limiting factor is that these uses must be public, quasi-public, or non-profits. A private business charging for services is not specifically allowed.

In reviewing the uses for consideration: indoor trampoline park; cross fit gyms; karate; yoga; gymnastic and other dance, and fitness studios; indoor rock climbing centers; indoor soccer, and volleyball facilities; and similar privately operated facilities, staff will be evaluating the conditions of the site selected for the proposed businesses, the proposed operations, the proposed design, as well as their potential impacts and/or benefits to ensure they are similar to, and consistent with, other uses permitted by the Code.

The only difference being proposed is the compensation for these services and/or the operator. Staff finds that these uses are directly analogous to the uses already permitted within these zones. While the users would be private entrepreneurs rather than a public agency or non-profit operator, the manner in which the business is conducted, the users of the facilities, hours of operation, traffic, parking, noise, visual appearance, and all other land use impacts and factors will be the same.

In order to ensure that each request is appropriate for the specific location, is compatible with neighboring uses, and the specific site can handle a use of this nature, the proposed change adds the "private" operation of these educational and recreational uses to the list of conditionally permitted uses. This will allow the City discretionary review and thus the ability to impose certain conditions to ensure the appropriateness of the use as proposed. This is also in keeping with the current processing requirement for private and quasi-public uses similar in nature.

Section 155.183, Section 155.204, Section 155.213, Section 155.234, Section 155.243, Section 155.264, and Section 155.377 would be amended to add the word "private" in each respective sections within the City's Zoning Regulations. The Code sections shown below would be the amended sections. The proposed change is shown as underlined.

SANTA FE SPRINGS MUNICIPAL CODE**Chapter 155 - Zoning****§ 155.183 CONDITIONAL USES.**

The following uses shall be permitted in the ML Zone only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.204 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

Notwithstanding the list of uses set forth in § 155.183, the following are the uses permitted in the ML zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.213 CONDITIONAL USES.

The following uses shall be permitted in the M-1 Zone only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.234 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

Notwithstanding the list of uses set forth in § 155.213, the following are the uses permitted in the M-1 zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.243 CONDITIONAL USES.

The following uses shall be permitted in the M-2 Zone only after a valid conditional use permit has first been issued:

- (L) Public, private, or quasi-public uses of an educational or recreation nature.

§ 155.264 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

Notwithstanding the list of uses set forth in § 155.243, the following are the uses permitted in the M-2 zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (C) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.377 PERMITTED, ACCESSORY AND CONDITIONAL USES.

- (E) Conditionally permitted uses.

- (8) Public, private, or quasi-public uses of an educational or recreation nature.

PLANNING COMMISSION CONSIDERATION

On June 9, 2014, the Planning Commission took action to continue the proposed Code Amendment to the next regularly held Planning Commission meeting on July 14, 2014, to allow staff additional time to finalize the proposed Amendment.

At its meeting of July 14, 2014, the City Planning Commission conducted a Public Hearing on Zoning Text Amendment for Private Educational and Recreational Uses. No person appeared at the Public Hearing to offer an opinion on the proposed amendment. After considering the facts contained in the staff report, the Planning Commission approved a motion to recommend that the City Council approved Zoning Text Amendment – Private Educational and Recreational Uses (Ordinance No. 1058).

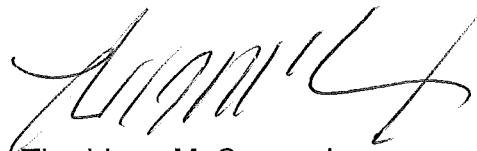
Attached for the City Council review are the following:

1. Resolution No. 46-2014, memorializing the action taken by the City Planning Commission to recommend that the City Council approve proposed Zoning Text Amendment relating to the requirements for metal buildings;
2. Proposed Ordinance No. 1058.

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.

The legal notice was posted in Santa Fe Springs City Hall, the City Library and the City's Town Center on May 29, 2014, and published in a newspaper of general circulation (Whittier Daily News) May 30, 2014, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.



Thaddeus McCormack
City Manager

Attachments:

Resolution No. 46-2014

Proposed Ordinance No. 1058

CITY OF SANTA FE SPRINGS

RESOLUTION NO. 46-2014

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS REGARDING ADOPTION OF AMENDMENTS TO THE TEXT OF THE ZONING REGULATIONS REGARDING EDUCATIONAL AND RECREATIONAL USES

WHEREAS, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Regulations with the intention of adding "private" educational and recreational uses to the list of conditionally permitted uses in the ML, Limited Manufacturing Administration and Research Zone District, M-1, Light Manufacturing Zone District, M-2, Heavy Manufacturing Zone District, FOZ, Freeway Overlay Zone, and in all Industrial Zones within the Telegraph Road Corridor, and

WHEREAS, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption an amendments to the text of the City's Zoning Regulations, and

WHEREAS, notice of the Public Hearing was given as required by law, and

WHEREAS, the Planning Commission held a Public Hearing on July 14, 2014 in regard to the proposed amendments to the text of the City's Zoning Regulations, and

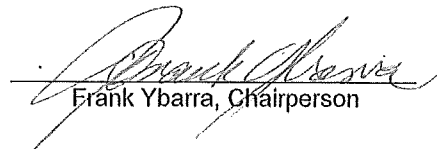
NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION I. The Planning Commission finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report regarding the proposed amendments to the text of the City's Zoning Regulations.
2. That the Planning Commission find that pursuant to Section 21080 (b)(1) of the California Environmental Quality Act (CEQA), the proposed amendments to the text of the City's Zoning Regulations is exempt as a ministerial project.
3. That the Planning Commission find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan.

4. That the Planning Commission recommend that the City Council approve and adopt Ordinance No. 1058, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

PASSED and ADOPTED this 14th day of July, 2014.


Frank Ybarra, Chairperson

ATTEST:


Teresa Cavallo, Planning Secretary

ORDINANCE NO. 1058

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CERTAIN SECTIONS OF CHAPTER 155 OF THE CITY CODE REGARDING EDUCATIONAL AND RECREATIONAL USES IN THE ML, M-1, AND M-2 ZONES, THE FREEWAY OVERLAY ZONE, AND WITHIN THE TELEGRAPH ROAD CORRIDOR.

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

Section 1. Section 155.183 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.183 CONDITIONAL USES.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 2. Section 155.204 of Chapter 155 of the City Code is hereby amended to read as follows

§ 155.204 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 3. Section 155.213 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.213 CONDITIONAL USES.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 4. Section 155.234 of Chapter 155 of the City Code is hereby amended to read as follows

§ 155.234 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 5. Section 155.243 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.243 CONDITIONAL USES.

- (L) Public, private, or quasi-public uses of an educational or recreational nature.

Section 6. Section 155.264 of Chapter 155 of the City Code is hereby amended to read as follows

§ 155.264 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

- (C) Public, private, or quasi-public uses of an educational or recreational nature.

Section 7. Section 155.377 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.377 PERMITTED, ACCESSORY AND CONDITIONAL USES

- (E) Conditionally permitted uses.
 - (8) Public, private, or quasi-public uses of an educational or recreational nature.

Section 8. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, 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 9. 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 thereof.

Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.

PASSED and ADOPTED this ____ day of _____, 2014,
by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Mayor

ATTEST:

City Clerk



City of Santa Fe Springs

City Council Meeting

August 28, 2014

PUBLIC HEARING

Resolution No. 9457 – Self Certification of Conformance to Congestion Management Program

RECOMMENDATION

That the City Council conduct a Public Hearing and adopt Resolution No. 9457 certifying that the City is in conformance with the Congestion Management Program.

BACKGROUND

The Congestion Management Program (CMP) is a county-wide program enacted by the State of California to reduce traffic congestion in the State's urbanized areas. The CMP originated in the State Legislature with the passage of Assembly Bill 471 in 1989 and Assembly Bill 1791 in 1990. The CMP became effective when Proposition 111, which increased the State Gas Tax by nine (9) cents over a five-year period, was approved by the voters in June 1990. The Los Angeles County Metropolitan Transportation Authority (LACMTA) has taken the leadership role to be the Congestion Management Agency for the County of Los Angeles. LACMTA was responsible for the development, implementation, and subsequent annual update of the CMP for the entire county. The latest CMP was adopted by LACMTA on October 28, 2010.

In conjunction with requirements of the CMP, the City of Santa Fe Springs on March 25, 1993, adopted a Transportation Demand Management (TDM) Ordinance designed to reduce vehicle trips and promote alternatives to driving alone.

The self-certification process is an annual requirement to maintain conformance with the CMP and ensure continued flow of gas tax funds to the City. This process is accomplished by adoption of a resolution at a noticed Public Hearing.

Notice of the Public Hearing has been done by publication and posting.

Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9457
2014 CMP Report

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 21, 2014

RESOLUTION NO. 9457

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
FINDING THE CITY OF SANTA FE SPRINGS TO BE IN
CONFORMANCE WITH THE CONGESTION MANAGEMENT
PROGRAM (CMP) AND ADOPTING THE CMP LOCAL
DEVELOPMENT REPORT, IN ACCORDANCE WITH
GOVERNMENT CODE SECTION 65089**

WHEREAS, CMP statute requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City Council of the City of Santa Fe Springs held a noticed public hearing on Thursday, August 28, 2014.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City of Santa Fe Springs has taken all of the following actions, and that the City of Santa Fe Springs is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

The City of Santa Fe Springs has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City of Santa Fe Springs has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City of Santa Fe Springs has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City of Santa Fe Springs with transportation improvements, and demonstrates that the City of Santa Fe Springs is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

Section 2. That the Deputy City Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

APPROVED and ADOPTED on this 28th day of August, 2014.

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

City of Santa Fe Springs

Date Prepared: August 19, 2014

2014 CMP Local Development Report

Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Contact: David M Smith

Phone Number: 626-458-6371

**CONGESTION MANAGEMENT PROGRAM
FOR LOS ANGELES COUNTY****2014 DEFICIENCY PLAN SUMMARY**

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.**
Please do not enter data in these cells.

DEVELOPMENT TOTALS**RESIDENTIAL DEVELOPMENT ACTIVITY****Dwelling Units**

Single Family Residential

22.00

Multi-Family Residential

209.00

Group Quarters

0.00

COMMERCIAL DEVELOPMENT ACTIVITY**1,000 Net Sq.Ft.²**

Commercial (less than 300,000 sq.ft.)

(50.62)

Commercial (300,000 sq.ft. or more)

0.00

Freestanding Eating & Drinking

0.00

NON-RETAIL DEVELOPMENT ACTIVITY**1,000 Net Sq.Ft.²**

Lodging

0.00

Industrial

(97.54)

Office (less than 50,000 sq.ft.)

(0.70)

Office (50,000-299,999 sq.ft.)

0.00

Office (300,000 sq.ft. or more)

0.00

Medical

0.00

Government

0.00

Institutional/Educational

0.00

University (# of students)

0.00

OTHER DEVELOPMENT ACTIVITY**Daily Trips**

ENTER IF APPLICABLE

0.00

ENTER IF APPLICABLE

0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units

0

Exempted Non-residential sq. ft. (in 1,000s)

0

Page 1

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

City of Santa Fe Springs
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 19, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY

Category	Dwelling Units
Single Family Residential	22.00
Multi-Family Residential	209.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.98
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.36
Office (less than 50,000 sq.ft.)	2.30
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

City of Santa Fe Springs
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 19, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	51.60
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	97.90
Office (less than 50,000 sq.ft.)	3.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

City of Santa Fe Springs
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 19, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

Low/Very Low Income Housing	<input type="text" value="0"/>	Dwelling Units
High Density Residential Near Rail Stations	<input type="text" value="0"/>	Dwelling Units
Mixed Use Developments Near Rail Stations	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Total Dwelling Units	<input type="text" value="0"/>	
Total Non-residential sq. ft. (in 1,000s)	<input type="text" value="0"/>	

Page 4

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.



City of Santa Fe Springs

City Council Meeting

August 28, 2014

NEW BUSINESS

Appropriation of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program Fiscal Year 2014/2015

RECOMMENDATION

That the City Council approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2014/2015.

BACKGROUND

Since 1991, the Heritage Arts in Public Places program has funded art education programs for young people in the City. At their July 29, 2014 meeting, the Heritage Arts in Public Places Committee reviewed a total of thirty-nine applications from schools and community groups. The Committee is recommending the funding of the following grants totaling \$37,748.00.

Jersey Elementary School <i>Meet the Masters</i>	\$2,462.00
Lakeview Elementary School <i>Classroom Art</i> <i>A Great Start with Art</i>	\$ 702.00
Los Nietos Middle School <i>Band Music</i>	\$ 400.00
Pioneer High School <i>Fieldtrip to the Getty Center</i>	\$ 735.00
Rio Hondo Symphony Association <i>Music Enrichment Program</i> <i>Children's Concert</i>	\$7,708.00
St. Paul High School <i>Theater is Art</i> <i>Choral Music</i> <i>Art Mediums</i> <i>Field Trip to Los Angeles County Museum of Art</i> <i>Mount St. Mary's Choral Festival</i>	\$4,354.00
St. Pius X Parish School <i>Arts Program</i>	\$3,500.00



City of Santa Fe Springs

City Council Meeting

August 28, 2014

Santa Fe High School

\$6,171.00

Sheet Music
Creature Sculptures
Creativity and Sock Monkeys
Leather Venetian Masks

Santa Fe Springs Christian School

\$6,266.00

Classroom Art Projects
Social Studies Art Project
Art Masters Program
Fieldtrip to Bowers Museum & Masks Art Project
Plaster Ornaments & Batik Flags Art Project
Charlotte's Web Art Project
Art in Animation, Fieldtrip to Disney's Animation Department
Colonial Pottery Art Project

Santa Fe Springs, City of

\$5,450.00

Art Fun for Everyone
Hispanic Heritage Student Academy

FISCAL IMPACT

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

Thaddeus McCormack
City Manager

Attachment:

Art Education Grant Applications FY 2014/2015 Summary Spreadsheet

**HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM
ART EDUCATION GRANT APPLICATIONS FY 2014/2015**

**RECOMMENDATION TO THE CITY COUNCIL
City Council Meeting of August 14, 2014**

School / Institution Name	Applicant Name	Title of Grant (Purpose)	Grades/ No. of Children	Amount Requested	Grant Amount Approved	Comments
<i>Jersey Avenue Elementary School</i>	Michael Trimmell	Meet the Masters Art Program <i>Art Instruction of 4 Featured Artists</i>	K-5	\$3,078.10	\$2,462.00	4 Artists/Art Supplies
<i>Lakeview Elementary School</i>	Dionne Filer	Classroom Art <i>Science & Social Studies through Art Instruction</i>	K-1 / 32	\$339.65	\$340.00	
<i>Lakeview Elementary School</i>	Nicole Levassiur	A Great Start With Art! <i>Artistic expression including techniques of painting, texture, and drawing.</i>	Kinder/32	\$361.45	\$362.00	
				\$701.10	\$702.00	
<i>Los Nietos Middle School</i>	Mr. Carey Furnish	Band Sheet Music and Instruction Books <i>School Band program in beginning and intermediate levels.</i>	7th - 8th / 50	\$400.00	\$400.00	
<i>Pioneer High School</i>	Jennifer Sanchez	Field Trip: Getty Museum - Ceramics/ 3-D Design <i>Beginning and advanced Visual Arts students study art and partake in hands-on activities to enhance their understanding.</i>	9th-12th/ 60	\$1,015.00	\$735.00	Transportation, Parking/1 Substitute Teacher
<i>Rio Hondo Symphony Assoc.</i>	Sue Walker	Music Enrichment Program <i>Students from Cresson, Jersey, Lakeland, Lakeview, and Rancho Santa Gertrudes schools engage in various activities to enhance their appreciation for music.</i>	3rd-5th/ 1,300	\$1,530.00	1,430.00	Excludes Flyers

**HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM
ART EDUCATION GRANT APPLICATIONS FY 2014/2015**

**RECOMMENDATION TO THE CITY COUNCIL
City Council Meeting of August 14, 2014**

School / Institution Name	Applicant Name	Title of Grant (Purpose)	Grades/ No. of Children	Amount Requested	Grant Amount Approved	Comments
Rio Hondo Symphony Assoc.	Charles Barth	Children's Concert <i>Concert for students of Cresson, Jersey, Lakeland, Lakeview, Rancho Santa Gertrudes, Santa Fe Springs Christian, and St. Pius schools. "Super Heroes" Performance at Vic Lopez Auditorium Whittier H.S.</i>	4th-5th/ 7th-8th	\$6,837.50	6,278.00	Excludes Music Rental
				\$8,367.50	\$7,708.00	
St. Paul High School	David D'Aiuto	Theatre is Art <i>Theatre Arts Production sheet music of fall and spring musicals.</i>	9th-12th/ 100	\$1,675.00	\$1,175.00	Excludes Publications Materials & Printing Cost
St. Paul High School	Eugene Fabiero	Wind Ensemble, Beginning Band, Intermediate Band Repertoire <i>Sheet music</i>	9th-12th/ 100	\$832.00	\$832.00	
St. Paul High School	Enrique Guizar	Art Mediums - Supplies <i>Art Students at all levels experience various uses of art mediums and techniques to enhance their learning.</i>	9th-12th/ 250	\$2,212.12	\$850.00	
St. Paul High School	Dennis O'Sullivan	European Art Tour at LA City Museum of Art <i>Cost for Bus Transportation and Substitute Teacher to Introduce students to European art of ancient times to present.</i>	9th-10th/ 45	\$650.00	\$650.00	
St. Paul High School	Zachary Simon	Mount St. Mary's Choral Festival <i>Sheet music & substitute teachers & transportation.</i>	9th-12th/ 110	\$847.25	\$847.00	
				\$6,216.37	\$4,354.00	

**HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM
ART EDUCATION GRANT APPLICATIONS FY 2014/2015**

**RECOMMENDATION TO THE CITY COUNCIL
City Council Meeting of August 14, 2014**

School / Institution Name	Applicant Name	Title of Grant (Purpose)	Grades/ No. of Children	Amount Requested	Grant Amount Approved	Comments
<i>St. Pius X Parish School</i>	Erika Layton-Reynolds	Art Program <i>Arts supplies & Instructional costs. Multi-faceted art program structured for k-8th grade students to enhance their learning and appreciation of art.</i>	K-8th/199	\$5,000.00	\$3,500.00	
<i>Santa Fe High School</i>	Terry Dawson	Sheet Music <i>Students are exposed to a variety of music genres and learn compositional techniques. Students will perform at festivals and concerts.</i>	9th-12th/ 130	\$1,000.00	\$500.00	
<i>Santa Fe High School</i>	Jessica Guiragossian	Creature Sculptures-Fairytales, Fantasy, & Science Fiction <i>Students from Art 1, 3-D Design, and Commercial Art courses will utilize various art mediums to create theme clay sculptures.</i>	9th-12th/ 200	\$1,952.52	\$1,953.00	
<i>Santa Fe High School</i>	Carol Judisch	Creativity and Sock Monkeys <i>Students explore toys and the culture of play and creativity.</i>	9th-12th/ 200	\$1,865.00	\$1,865.00	
<i>Santa Fe High School</i>	Jenny Sedo	Leather Venetian Masks <i>Students learn the historical value and use creativity to create own inspired masks.</i>	9th-12th/ 160	\$1,853.00	\$1,853.00	
				\$6,670.52	\$6,171.00	

**HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM
ART EDUCATION GRANT APPLICATIONS FY 2014/2015**

**RECOMMENDATION TO THE CITY COUNCIL
City Council Meeting of August 14, 2014**

School / Institution Name	Applicant Name	Title of Grant (Purpose)	Grades/ No. of Children	Amount Requested	Grant Amount Approved	Comments
<i>Santa Fe Springs Christian School</i>	Alma Chapa	Kindergarten Art Projects <i>6 Holiday themed art project supplies</i>	Kinder/ 25	\$144.25	\$144.00	
		Social Studies Art Project <i>Students learn the usage of natural dyes by the usage of fruits and vegetables, and create their own inspired designs.</i>	4th/ 26	\$100.00	\$100.00	
	Kimberly Cohen	Art Masters <i>4 Artists and lecture presentation to introduce students to various art techniques and mediums and enhance classroom projects.</i>	K-8th/ 180	\$4,447.00	\$2,965.00	4 Artists
<i>Santa Fe Springs Christian School</i>	Cindy Jarvis	We Are One - Masks & Dinos <i>Bower's Museum tour and art activity/masks</i>	2nd/ 25	\$310.00	\$310.00	
	Shinar Lumahan	Plaster Ornaments & Batik Flags <i>Supplies for children's art projects to create Christmas keepsake and enhance their learning of other countries.</i>	1st/ 20	\$76.50	\$77.00	
<i>Santa Fe Springs Christian School</i>	Elizabeth Razo	Charlotte's Web <i>Student literacy is enriched by the use of literature through art.</i>	3rd/ 25	\$110.00	\$110.00	
	Jamela Robledo	Art in Animation and Careers <i>Students will visit with animators at Disney's California Adventure to enhance their learning in applying media, techniques, and processes.</i>	6th-8th/ 60	\$2,200.00	\$2,200.00	
<i>Santa Fe Springs Christian School</i>	Jennifer Senglaub					

**HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM
ART EDUCATION GRANT APPLICATIONS FY 2014/2015**

**RECOMMENDATION TO THE CITY COUNCIL
City Council Meeting of August 14, 2014**

School / Institution Name	Applicant Name	Title of Grant (Purpose)	Grades/ No. of Children	Amount Requested	Grant Amount Approved	Comments
<i>Santa Fe Springs Christian School</i>	Kathy Winger	Colonial Pottery 5th grade students will learn the art of colonial pottery through methods and techniques.	5th	\$360.00	\$360.00	
				\$7,747.75	\$6,266.00	
<i>Santa Fe Springs, City of Library Services Division</i>	Shannon Dailey	Art Fun for Everyone Monthly programs with the emphasis in various art mediums to enrich children's lives.	K-5th/150	\$1,950.00	\$1,950.00	
<i>Santa Fe Springs, City of Family and Human Services Division</i>	Ed Ramirez	Hispanic Heritage Student Academy Fiestas Patrias Cultural Themed workshop - hands-on arts and crafts, dance and music, and traditional cuisine of the state of Navajoo, Mexico.	K-6th/ 500	\$3,500.00	\$3,500.00	
				\$5,450.00	\$5,450.00	
				\$44,646.34	\$37,748.00	



NEW BUSINESS

Consideration of Appeal of Conditional Use Permit (CUP) Case Number 757 and Modification (MOD) Case Number 1245

RECOMMENDATION

That the City Council consider an appeal of the Planning Commission's decision to deny the request of the establishment, operation, and maintenance of a temporary wireless telecommunications facility and related equipment on property located at 10821 Orr and Day Road (APN: 8017-001-038), within the C-4, Community Commercial, Zone. (Coastal Business Group for AT&T Mobility)

BACKGROUND

The subject property is located at 10821 Orr and Day Road (APN: 8017-001-038), in the C-4 (Community Commercial) Zone. This is the southwest corner of Orr and Day Road and Florence Avenue. In April of 1995, the Planning Commission originally approved Conditional Use Permit (CUP) Case No. 517, to allow the construction of a 70 feet high telecommunications antennae clock tower structure and related improvements on the subject property. This entire commercial center along with the existing wireless facility is in the process of being demolished due to the expansion of the I-5 freeway.

Section 155.153(EЕ) of the City's Zoning Regulations specifies that a conditional use permit is required for the establishment of a public service facility, which was used at the time of the original approval of the wireless facility on-site.

Section 155.153(EЕ)

Section 155.133

The following uses shall be permitted in the C-4 Zone only after a valid conditional use permit has first been issued:

(EЕ) Public and quasi-public buildings and uses of a recreational, educational, religious, cultural or public service nature, including electrical distribution substations; provided, that the Planning Commission determines that there is a definite showing of necessity for such uses in the location requested. Storage yards, warehouses or similar facilities shall not be permitted.

Additionally, according to the Wireless Telecommunication Antennas Guidelines, wireless antennae facilities shall be housed within a completely-enclosed structure that is designed to be architecturally integrated with the architecture of the building or structures on the property. However, if the facility could not be appropriately screened, then the wireless facility shall be located 300 feet away from a public street. The proposed project could not meet either requirement and was therefore required to also obtain for a Modification Permit to allow the facility to be non-stealth and located approximately 21 feet from Orr and Day Road.

On August 11, 2014, the Planning Commission was presented with a staff report and presentation that recommended approval of the request for the establishment, operation, and maintenance of a temporary wireless telecommunications facility and related equipment on the subject site. Staff recommended approval due to the temporary nature of the facility and also conditioned the facility to be removed within 2 years of the building permit issuance to reaffirm the temporary nature of this telecommunication facility.

During the public comment, there were nearby residents that expressed their concerns for the aesthetics and proximity to their homes. The residents requested that the facility be located on another parcel, ideally closer to the freeway or installed on an industrial building. The applicant stated that agreements were already made with the property owner (CalTrans) and that this site was the only available location to continue equivalent service to their existing customers.

After some discussion, the Planning Commission decided to deny the request, stating that the wireless facility should be located on a property that would not create a negative impact on the surrounding neighborhood. The applicant submitted an appeal of the Planning Commission's decision on August 19, 2014.

CITY COUNCIL CONSIDERATION

Section 155.866 of the City Code governs the processing of this appeal. It reads:

Upon receipt of an appeal from any Planning Commission determination, the City Council shall choose one of the following courses of action:

- (A) Approve and ratify the action of the Planning Commission.*
- (B) Refer the matter back to the Planning Commission with or without instructions for further proceedings.*
- (C) Set the matter for hearing by itself. Notice of said hearing shall be given in accordance with the provisions of this subchapter for all matters which have previously been subject to a public hearing before the Planning Commission. If no public hearing has been previously held, the City Council shall give such notice as it deems appropriate. At such hearing, the City Council shall hear and decide the matter as if it were sitting as the Planning Commission, and shall make the same findings and consider the same criteria as required of the Planning Commission. The decision of the City Council shall be final.*

In making its decision, the City Council cannot consider any new evidence (i.e., evidence beyond the scope of the record of the Planning Commission action), unless the City Council decides to set the matter for a hearing at a future Council meeting, pursuant to sub (C), above.

It is recommended that the City Council consider the subject appeal and take one of the actions listed in Section 155.866 of the City Code.



Thaddeus McCormack
City Manager

Attachments:

Planning Commission Staff Report – August 11, 2014
Planning Commission Draft Minutes – August 11, 2014
Planning Commission Staff Presentation
Planning Commission Denial Letter dated August 12, 2014
Appeal Letter from Applicant – August 19, 2014



PUBLIC HEARING

Conditional Use Permit Case No. 757

A request for approval to allow the establishment, operation and maintenance of a temporary wireless telecommunications facility and related equipment on property located at 10821 Orr and Day Road (APN: 8017-001-038), within the C-4, Community Commercial, Zone. (Coastal Business Group for AT&T Mobility)

Modification Permit Case No. 1245

A request to allow the proposed temporary wireless facility to be designed in a manner that is deem not stealth, as per required by the Wireless Telecommunication Antennas Guidelines.

RECOMMENDATIONS

Staff recommends that the Planning Commission take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit (CUP) Case No. 757 and Modification Permit (MOD) Case No. 1245, and thereafter, close the Public Hearing.
2. Find that the proposed wireless telecommunications facility use, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and, therefore, will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.
3. Find that the applicant's Modification Permit request meets the criteria set forth in Section 155.695 of the City's Zoning Regulation for the granting of a Modification in nonresidential zones.
4. Find that the proposed temporary wireless telecommunications facility meets the criteria for "In-Fill Development Projects", pursuant to the California Environmental Quality Act (CEQA); specifically, the proposed project is a categorically-exempt project, pursuant to Section 15332 – Class 32 of CEQA; consequently, no other environmental documents are required by law.
5. Approve CUP No. 757 and MOD Case No. 1245, subject to the conditions of approval as stated within the staff report.

BACKGROUND

The subject property is located at 10821 Orr and Day Road (APN: 8017-001-038), in the C-4 (Community Commercial) Zone. This is the southwest corner of Orr and Day Road and Florence Avenue. This commercial center is in the process of being demolished due to the expansion of the I-5 Freeway. As a result, the existing wireless facility will be removed. In April of 1995, the Planning Commission originally approved Conditional Use Permit (CUP) Case No. 517, to allow the construction of a 70 feet high telecommunications antennae clock tower structure and related improvements on the subject property.

DESCRIPTION OF REQUEST

The applicant is requesting approval of the subject CUP to allow construction of a 65 feet high temporary wireless facility. The proposed facility will be located approximately 21 feet away from the front property line along Orr and Day Road. It should be noted that the proposed facility will be approximately 98 feet away from the nearest residential property.

The proposed temporary telecommunications facility will be a monopole design which is not consistent with the stealth and setback requirements set forth in the City's Wireless Telecommunication Antennas Guidelines. According to the Guidelines, wireless facilities that cannot comply with the stealth design shall not be located within 300 feet of a public street. It should be noted, however, that the applicant intends to build a permanent wireless facility at a later date when the freeway expansion is complete. Staff has informed the applicant that only a stealth design would be supported by Staff for said permanent wireless facility. Staff has obtained a copy of the lease agreement between Cal Trans and AT&T to ensure that it is limited to two years.

DETAILS OF PROPOSED USE

Antennas

- *Panel antennas* - AT&T is proposing to locate twelve 8-foot panel antennas configured in of three sectors. Each sector will include four antennas (measuring 12"W x 8"D x 96"H) and will be mounted approximately 61'-0" above the ground (to centerline of antenna). Additionally, twenty four RRUs (8 per sector) will be mounted directly behind each panel antenna;
- *Dish antennas* - AT&T is proposing to locate one microwave dish measuring 24" in diameter. It will be installed approximately 52'-0" above the ground; and
- *GPS antenna* - AT&T is proposing to locate one GPS antenna directly on one of the proposed equipment cabinets.

Equipment

The leasing area for the proposed facility will be 18' x 24' (approx. 414 square feet). The leasing area includes the monopole and equipment area. Specifically, AT&T is proposed to install four Purcell cabinets and an Alpha cabinet. Additionally, the equipment area will house an AT&T cam lock, PPC Panel, and AT&T fiber cabinet.

It should be noted that the proposed equipment and monopole will be located within the lease area and will be provided with a 6' high chain link fence with slats around the perimeter.

Vehicular Access Route

Access to the AT&T lease area will be from the existing driveway off Orr & Day Road. Said access is labeled on the provided plans as a 12' non-exclusive access route.

STREETS AND HIGHWAYS

The subject property is located on the southwest corner of Orr & Day Road and Florence Avenue. Both Orr & Day Road and Florence Avenue are classified as Major Arterials within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject property is zoned C-4 (Community Commercial). The property also has a General Plan Land Use designation of Commercial.

The zoning, General Plan and land use of the surrounding properties are as follows:

<i>Direction</i>	<i>Zoning District</i>	<i>General Plan</i>	<i>Land Use</i>
North	R-1 Single Family Residential	Single Family Residential	Residential Parcels
South	C-4 Community Commercial	Commercial	Soon-to-be Demolished Shopping Center
East	R-1 Single Family Residential	Single Family Residential	Residential Parcels
West	I-5 Freeway – City of Norwalk (Residential)	I-5 Freeway	Freeway

ENVIRONMENTAL DOCUMENTS

Upon review of the proposed project, staff finds the project would qualify for a categorical exemption pursuant to Section 15332, Class 32 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA).

The project entails the installation and operation of a new telecommunications facility which helps fill a temporary coverage void in the area that will be left by the removal of the existing cell site that has been displaced by the I-5 Freeway expansion project. Additionally, AT&T has provided the city with data to support that the proposed project will comply with Federal Communications Commission's RF exposure rules and therefore would not result in any significant risks with respect to human exposure to radio frequency fields emitted by the proposed telecommunications facility.

For the reasons mentioned, staff believes the project would not be detrimental to persons or property in the immediate vicinity. Consequently, additional environmental analysis is therefore not necessary to meet the requirements of the CEQA. If the Commission agrees, Staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk within 5 days of approval of the proposed project by the Planning Commission.

LEGAL NOTICE OF PUBLIC HEARING

In addition, to the public review period for the proposed environmental documents, the Conditional Use Permit (CUP) 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 for the CUP 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 July 31, 2014. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center on July 31, 2014, and published in a newspaper of general circulation (Whittier Daily News) August 1, 2014, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

As of date of this report, staff has not received any comments and/or inquiries regarding the proposal.

ZONING CODE REQUIREMENT

In accordance with Section 155.243 (J)(22) of the City's Zoning Regulations, a Conditional Use Permit (CUP) is required for the establishment of any radio transmitter towers higher than 50 feet above the ground level when property is located within the M-2 (Heavy Manufacturing) Zone.

Section 155.243 (J)(22)**Section 155.243**

Notwithstanding the list of uses set forth in Section 155.243, the following are the uses permitted in the M-2 Zone only after a valid conditional use permit has first been issued:

(J) Also the following:

(22) Radio transmitter towers higher than 50 feet above ground level.

The applicant is, therefore, seeking approval of the subject CUP, to allow the establishment, operation and maintenance of a 65' high temporary wireless telecommunications facility on the subject property. It should be noted, however, that since the proposed temporary wireless facility is designed in a manner that is deemed not stealth, as required in the Wireless Telecommunication Antennas Guidelines, approval of a Modification Permit is also required for the proposed project.

COMMISSION'S CONSIDERATIONS**Conditional Use Permit**

As mentioned previously, in accordance with Section 155.243 (H)(6) of the Zoning Regulations, a Conditional Use Permit (CUP) is required for the establishment of any radio transmitter towers higher than 50 feet above the ground level when property is located within the M-2 (Heavy Manufacturing) Zone.

The Commission should note that in accordance with Section 155.716 of the City's Zoning Regulations, before granting a Conditional Use Permit, the Commission shall:

- 1) Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general; and
- 2) Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.

Staff believes that the applicant's request meets the criteria required by Section 155.716 of the City's Zoning Regulations for the granting of a Conditional Use Permit.

The reasons for the findings are as follows:

1. **That the proposed wireless telecommunications facility use will not be detrimental to persons or property in the immediate vicinity, nor the welfare of the community for the following reasons:**

Staff finds that the proposed use will not be detrimental for the following reasons:

- Although the proposed 65-foot high mono-pole and related equipment is setback approximately 21 feet from Orr and Day Boulevard, the proposed structure is temporary and will only be in this location and design for two years.
- The radio frequency emissions emitted by the proposed facility will fall within the portion of the electromagnetic spectrum that transmits non-ionizing electromagnetic emissions. At the low levels associated with this type of wireless technology, these emissions are not harmful to living cells.
- The telecommunication facility will be unmanned, thus it will not generate additional vehicular traffic above the occasional visit from the maintenance crew. The majority of any potential vehicular traffic will be a result of the I-5 Freeway Expansion.

2. **That the proposed wireless telecommunications facility use has been designed to preserve the general appearance and welfare of the community for the following reasons:**

Staff finds that the proposed use will preserve the general appearance and welfare of the community for the following reasons:

- The proposed 65-foot high mono-pole and related equipment will not be stealth; therefore, the general appearance of the community will be impacted. However, this structure is solely temporary and will be removed within two years.
- The AT&T lease area will be screened with a six foot tall chain link fence with slats to help screen from public view.
- The applicant has been informed that permanent structure proposed would need to be a stealth design.

Modification Permit

In accordance with Section 155.695 of the City's Zoning Regulations, a Modification Permit request by an applicant in non-residential zones may be granted by the Planning Commission if the applicant shows the following conditions apply:

- (A) *That the granting of the modification would not grant special privileges to the applicant not enjoyed by other property owners in the area.*

The Planning Commission would not be granting special privileges to the applicant to allow the installation of a non-stealth wireless facility to be constructed because the proposal is a result of the I-5 Freeway expansion. The temporary wireless facility will only be located and designed in this manner for a maximum of two years. As agreed upon with staff, the applicant will remove the structure after the two years and service will be moved into a permanent structure that will meet the Wireless Telecommunication Antennas Guidelines.

- (B) *That the subject property cannot be used in a reasonable manner under the existing regulations.*

The on-site commercial building has already been demolished and the larger commercial building located southwest of the site will soon be demolished to allow for the I-5 Freeway expansion. Both sites will be used by Caltrans' equipment and staging for the expansion. Given the impact of the freeway expansion and the planned equipment and staging area to be used by Caltrans, it is not possible to locate a wireless facility to meet the 300 foot setback requirement. Moreover, it simply is not feasible to provide a stealth design that would eventually need to be re-located once the freeway expansion is complete.

- (C) *That the hardship involved is due to unusual or unique circumstances.*

The unique circumstance related to this project is the I-5 Freeway Expansion that causes the demolition of the existing stealth wireless tower and the need for a temporary wireless structure.

- (D) *That the modification, if granted, would not be detrimental to other persons or properties in the area nor be detrimental to the community in general.*

The temporary wireless facility will only be located and designed in the non-stealth manner for a maximum of two years. Therefore, if the modification is granted the structure will not be a permanent detriment to the community and surrounding neighborhood. Given the impact of the freeway expansion and the planned equipment and staging area to be used by Caltrans, it is not possible to locate a wireless facility to meet the 300 foot setback requirement. Moreover, it simply is not feasible to provide a stealth design that would eventually need to be re-located once the freeway expansion is complete.

STAFF REMARKS

For the reasons stated within the report, staff finds that if the proposed wireless telecommunications facility use operates in strict compliance with the required conditions of approval, it will be compatible with the surrounding properties and will not be detrimental or pose a nuisance risk to persons or property in the immediate

vicinity. Staff is, therefore, recommending approval of the proposed temporary wireless telecommunication facility with the understanding that said approval would be for a maximum time period of two (2) years and subject to the conditions of approval as stated within the staff report.

CONDITIONS OF APPROVAL:

ENGINEERING / PUBLIC WORKS DEPARTMENT:

(Contact: Robert Garcia ext. 7545)

1. That a grading plan shall be submitted showing elevations and drainage pattern of the site. The improvements shall not impede, obstruct or pond water onsite. The grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal.

POLICE SERVICES DEPARTMENT:

(Contact: Luis Collazo at 562-409-1850)

2. That the proposed wireless facility, equipment cabinets, and fencing shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight.

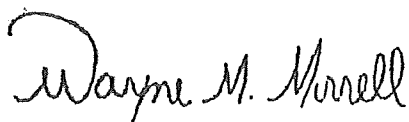
PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Kristi Rojas at 562-868-0511 x7451)

3. That all fences, walls, gates and similar improvements for the proposed development shall be subject to the prior approval of the Fire Department and the Department of Planning and Development.
4. That no signs, advertisements, logos, messages, banners, clocks or similar identification improvements, except FCC required signage, shall be permitted on the antenna structure, wall, fences, equipment cabinet or enclosure.
5. That the telecommunication facility shall be continually operated in accordance with all applicable Federal regulations governing such operations.
6. That if there is evidence that conditions of approval have not been fulfilled or the use has or have resulted in a substantial adverse effect on the health, and/or general welfare of users of adjacent or proximate property, or have a substantial adverse impact on public facilities or services, the Director of Planning and Development may refer the use permit to the Planning Commission for review. If upon such review, the Commission finds that any of

the results above have occurred, the Commission may modify or revoke the use permit.

7. That the temporary wireless telecommunications facility shall otherwise be substantially in accordance with the plot plan, floor plan, and elevations submitted by the owner and on file with the case.
8. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
9. That the applicant, AT&T, agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the subject CUP, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
10. That it is hereby declare to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse.
11. That the temporary wireless facility, equipment and screening shall be removed within two years of the approval date.

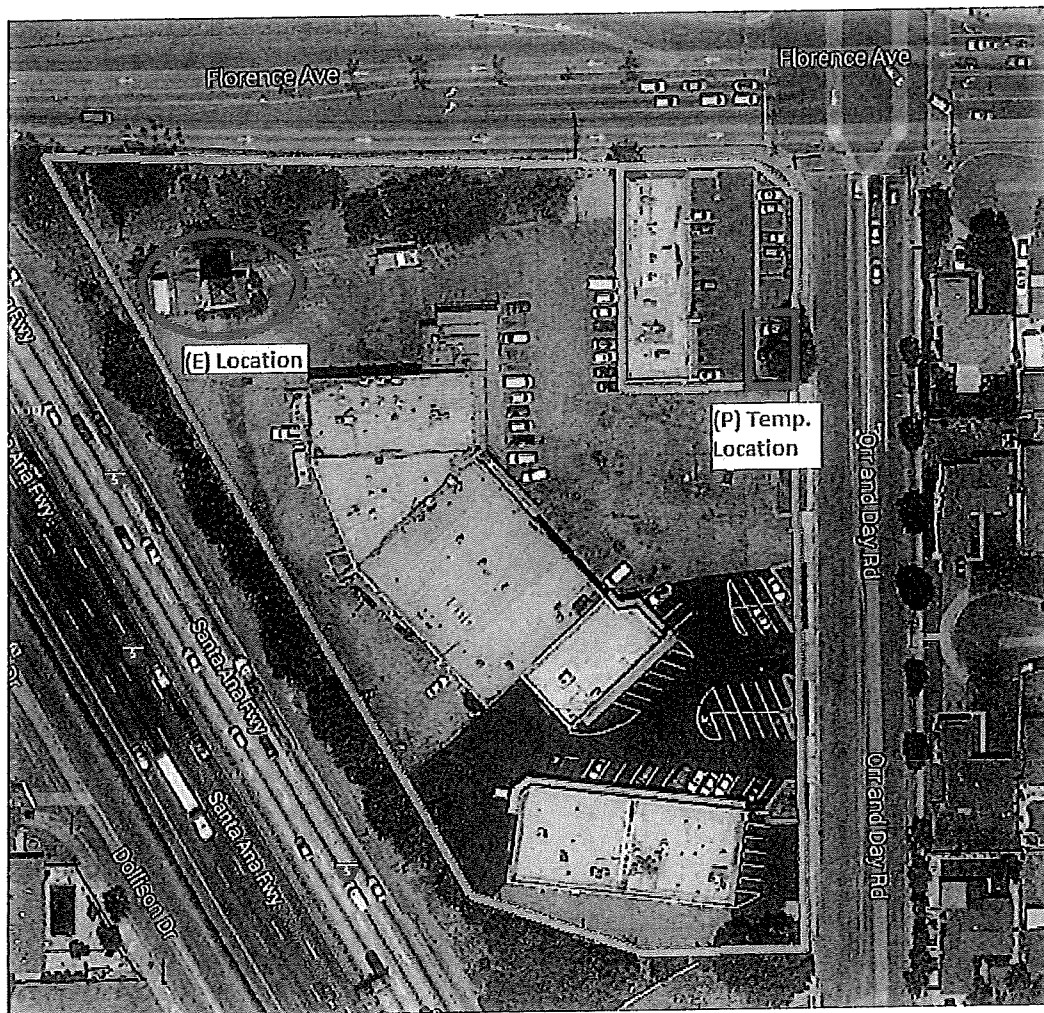


Wayne M. Morrell
Director of Planning

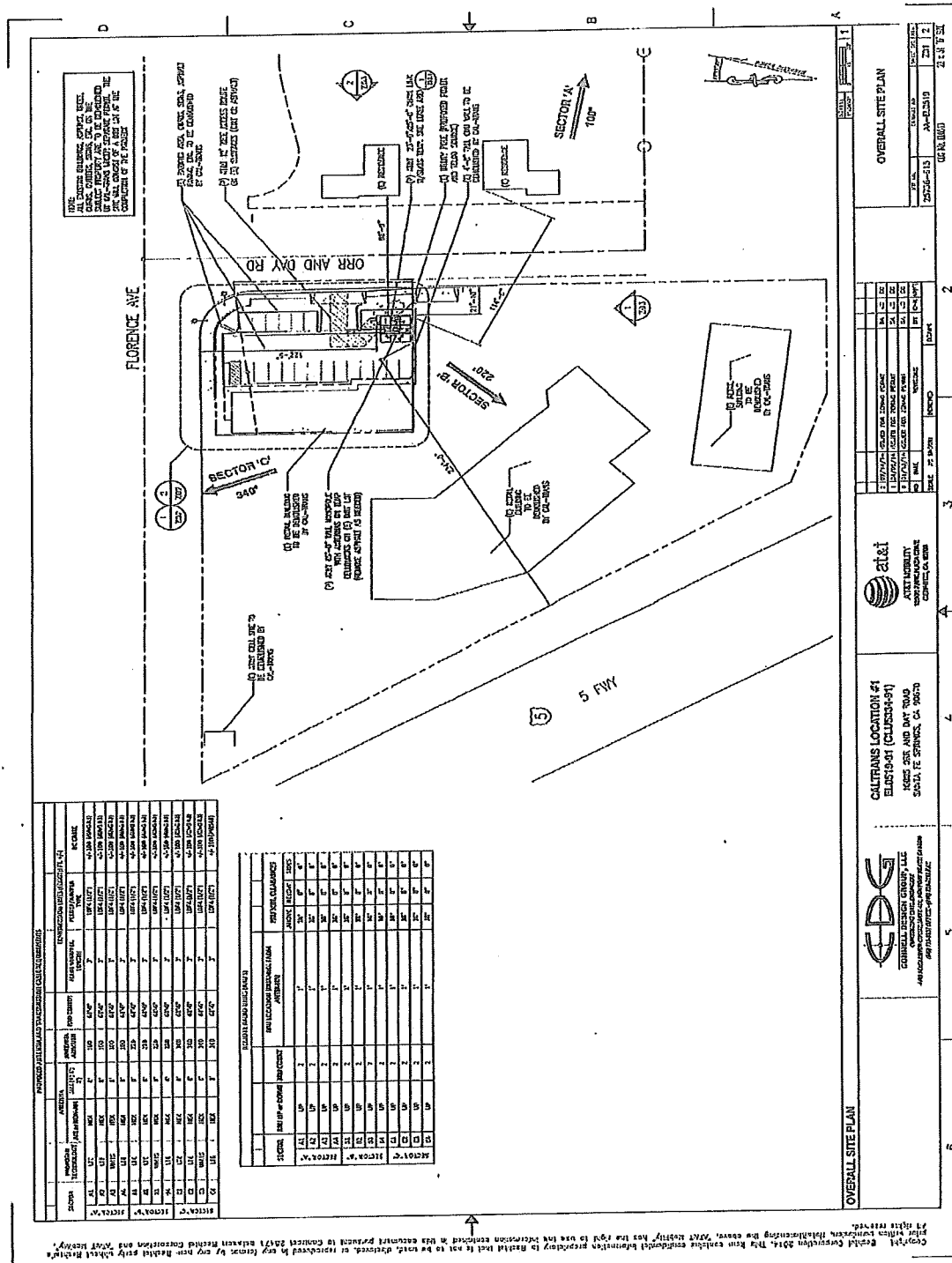
Attachments:

1. Aerial Photograph
2. Site Plan
3. Caltrans Overall Site Plan (Existing)
4. Caltrans Overall Site Plan (Proposed)
5. Elevations
6. CUP Application
7. MOD Application
8. Letter from AT&T Mobility – RF Safety Compliance

AERIAL PHOTOGRAPH

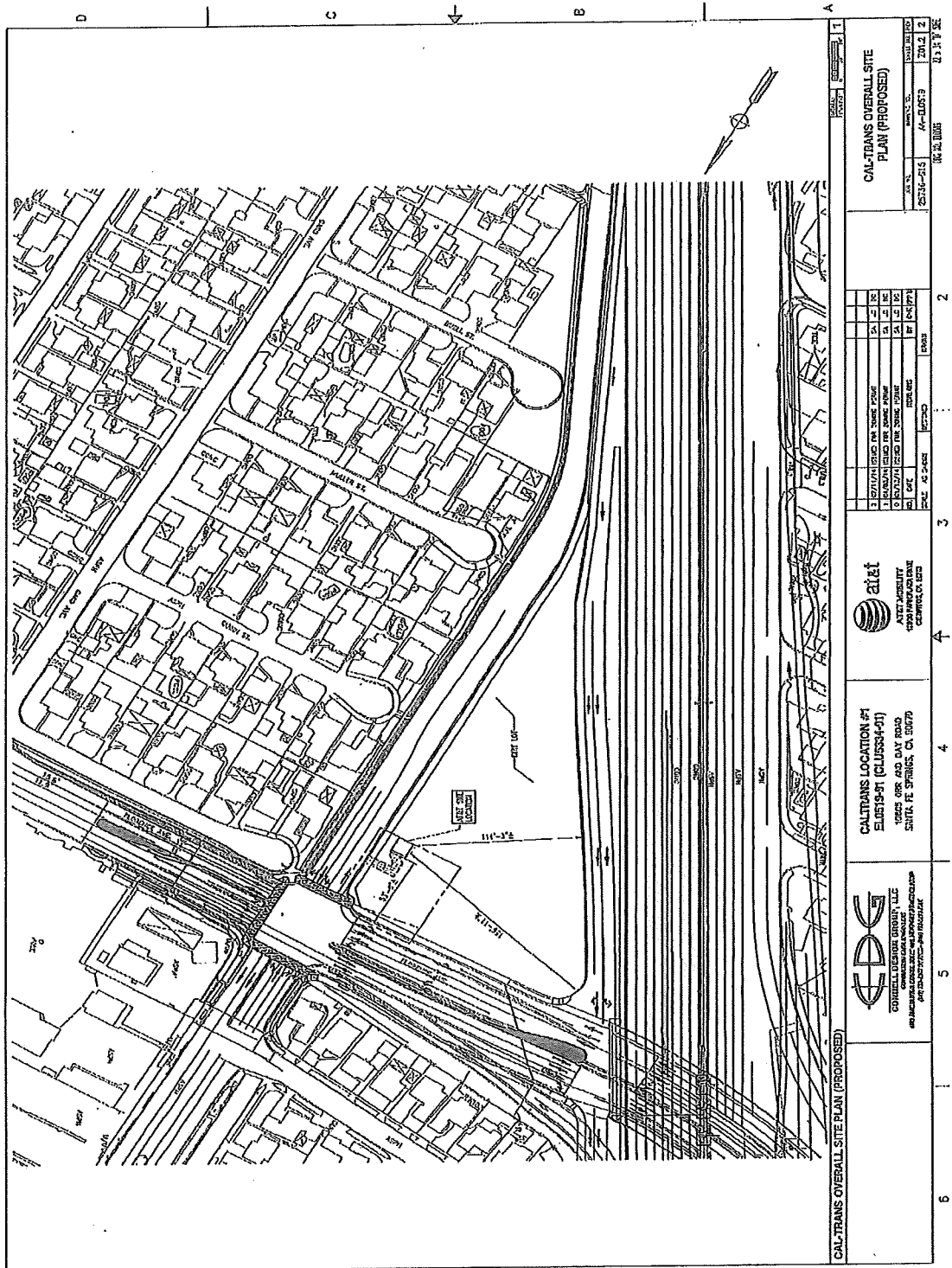


SITE PLAN

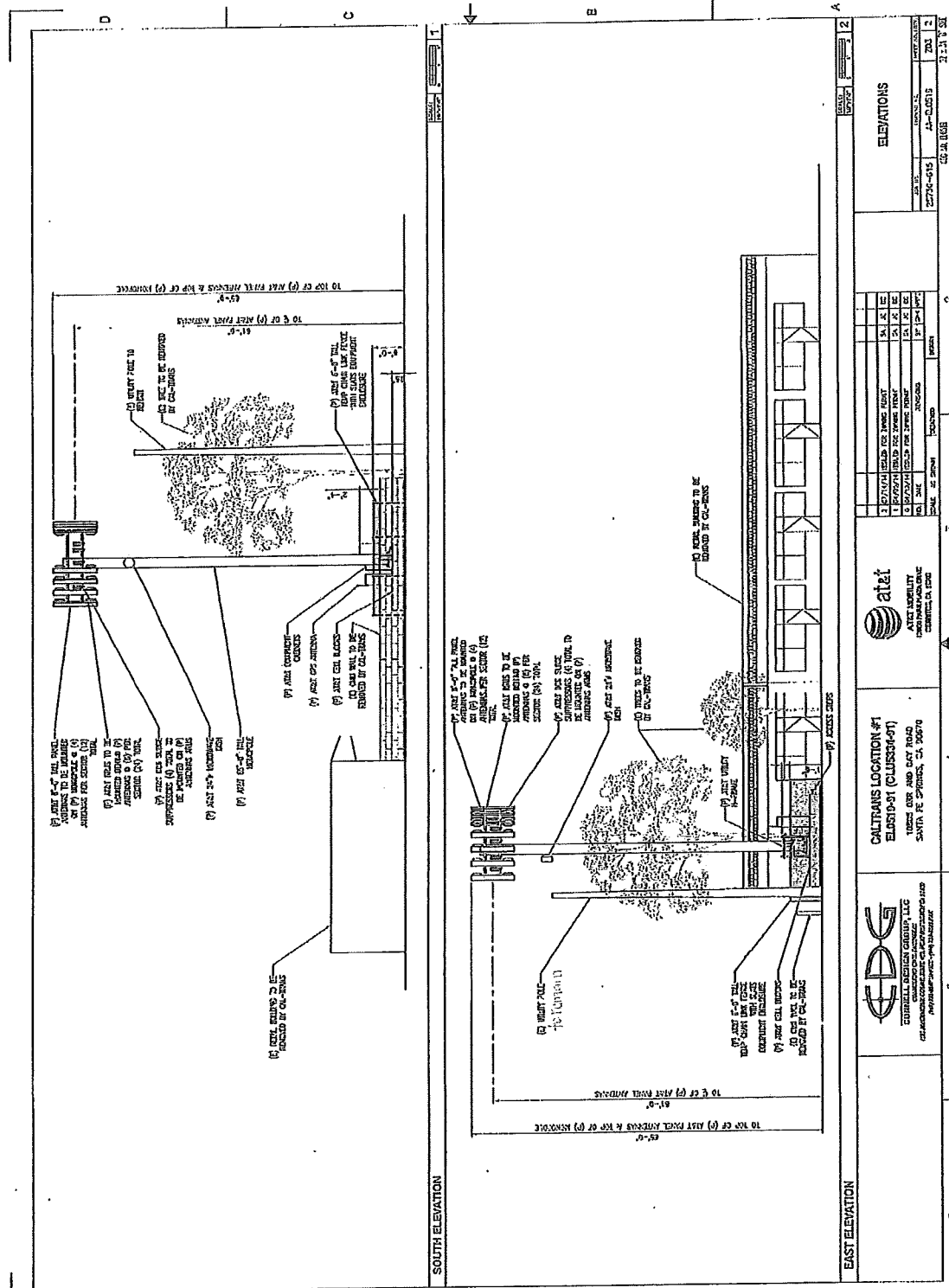


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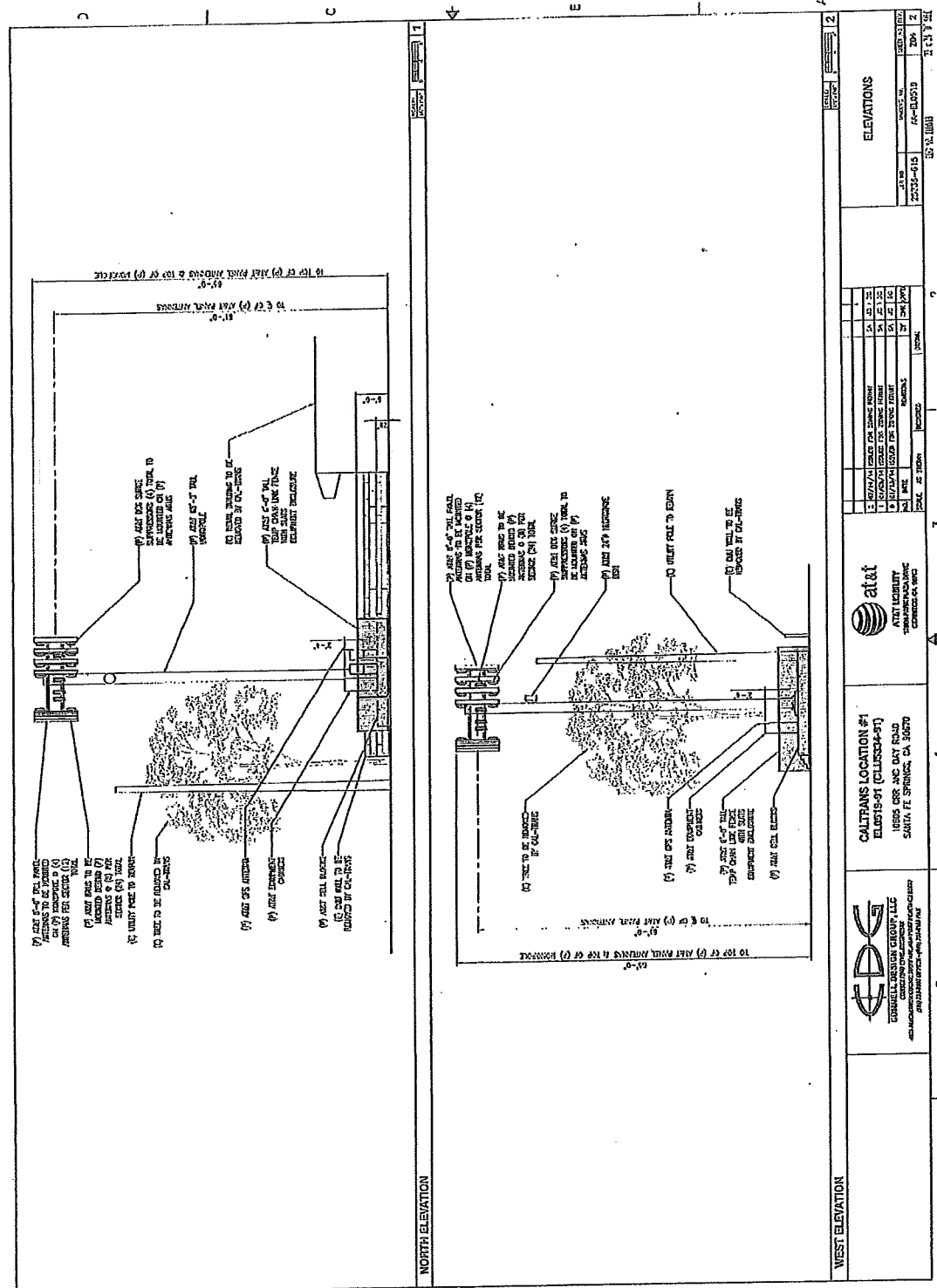
CAL TRANS PROPOSED SITE PLAN



ELEVATIONS



ELEVATIONS (Cont.)



CUP APPLICATION



City of Santa Fe Springs
Application for
CONDITIONAL USE PERMIT (CUP)

Application is hereby made by the undersigned for a Conditional Use Permit on the property located at (Provide street address or, if no address, give distance from nearest cross street): 10805 Orr and Day Road, Santa Fe Springs, CA 906470

Give the correct legal description of the property involved (include only the portion to be utilized for the Conditional Use Permit. If description is lengthy, attach supplemental sheet if necessary) Abbreviated Description- Sec 1 Twn 3S RNG 12W MR 32-18*
POR of SE 1/4 of SW 1/4 of SW 1/4 of Sec 1 T 3S R 12W
City/Muni/Twp: Region/Cluster: 27/27/27

Record Owner of the property: California Department of Transportation
Name: Representative- Jim S. Li Phone No: 213-897-0530
Mailing Address: 100 S Maint Street, Los Angeles Date of Purchase: 10/31/13
Fax No: _____ E-mail: Jimmy-li@Dot.ca.gov
Is this application being filed by the Record Owner? No- AT&T
(If filed by anyone other than the Record Owner, written authorization signed by the Owner must be attached to the application.)

Representative authorized by the Record Owner to file this application: Rep. Brittany Pell-
Name: AT&T Mobility Phone No: (949)-336-1550
Mailing Address: 12900 Park Plaza Drive, Cerritos, CA 90703
Fax No: 949-336-6665 E-mail: BPell@CoastalBusinessGroup.net
Describe any easements, covenants or deed restrictions controlling the use of the property: An encroachment permit will be obtained by AT&T from the California Department of Transportation to construct a wireless facility on the subject property.

The Conditional Use Permit is requested for the following use (Describe in detail the nature of the proposed use, the building and other improvements proposed):
AT&T Mobility is proposing to construct and operate an unmanned telecommunications facility on the subject property. The proposed facility will be a 65' temporary site. All equipment and utilities will be above ground; non-penetration.

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form entitled "Checklist for Conditional Use Permits."

CUP APPLICATION (Cont.)**Justification Statement**

Proposed AT&T Mobility Wireless Facility
EL0519-91 Temp Site
10805 Orr and Day Road, Santa Fe Springs
APN: 8017-001-035

1. Explain why the proposed use is essential or desirable in the location requested.
The proposed location is essential to AT&T's network because AT&T has an existing site located approximately 300 feet from the proposed location that must be demolished due to the Cal Trans I-5 freeway expansion. If AT&T's existing site is demolished without a temporary site to replace the existing site, AT&T would have a gap in coverage. This means AT&T would not be servicing the area surrounding the site's proposed location.

2. Explain why the proposed use will not be detrimental to person and properties in the vicinity, nor to the welfare of the community in general.
The proposed temporary site will not be detrimental to the persons and properties in the vicinity, nor to the welfare of the community in general, the temporary site will instead benefit the community by providing every day communication as well as in emergency situations.

3. What steps will be taken to ensure that there will be no harmful noise, dust, odors, or other undesirable features that might affect adjoining properties?
AT&T ensures they will design their temporary site to comply with all standards and code set forth by the City of Santa Fe Springs. The proposed project will be outdoor equipment; therefore there will not be any harmful noises (outdoor equipment does not require an Air Conditioning unit). There will not be any dust, odors or other undesirable features; this site is designed in a way that is non-invasive and is all above ground; no ground penetration.

4. Explain why the proposed use will not in the future become a hindrance to quality development or redevelopment of adjoining properties.
The proposed project will not become a hindrance to quality development or redevelopment of adjoining properties because the proposed project will only be a temporary facility. Due to the I-5 freeway expansion, Cal Trans has forced AT&T to relocate their existing wireless facility. Cal Trans must demolish the existing buildings on the property, complete the I-5 expansion, then will allow AT&T to construct a permanent site in a more suitable location.

5. Explain what measures will be taken to ensure that the proposed use will not impose traffic burdens or cause traffic hazards on adjoining streets.
The proposed project is an unmanned telecommunications temporary facility. There will not be any imposition on traffic as there will be minimal visits to the proposed project. The only human occupancy of

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E-Mail: Info@coastalbusinessgroup.net • www.coastalbusinessgroup.net

CUP APPLICATION (Cont.)

Justification Statement (Cont.)

Proposed AT&T Mobility Wireless Facility
EL0519-91 Temp Site
10805 Orr and Day Road, Santa Fe Springs
APN: 8017-001-035

the site will be if and when AT&T is servicing the facility for any maintenance that needs to be made to the site's equipment or antennas. The site itself, although near the street, will not cause any hazards to pedestrians or drivers.

6. If the operator of the requested conditional use will be someone other than the property owner, state name and address of the operator.

The operator of the requested conditional use permit will be AT&T Mobility (someone other than the property owner). AT&T Mobility's address is- 12900 Park Plaza Drive, Cerritos, CA 90703.

CUP APPLICATION (Cont.)

CUP Application
Page 3 of 3

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition (Attach a supplemental sheet if necessary):

Name (please print): CALIFORNIA DEPARTMENT OF TRANSPORTATION
 Mailing Address: 100 S. MAIN STREET, LOS ANGELES CA 90012 ATTN: RIGHT OF WAY
 Phone No: (213) 897-0530
 Fax No: _____ E-mail: JIMMY.LI@DOT.CA.GOV
 Signature: [Signature] JIMMY S. LI

Name (please print): _____
 Mailing Address: _____
 Phone No: _____ E-mail: _____
 Fax No: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.

I, JIMMY S. LI, being duly sworn, depose and say that I am the petitioner in this application for a Conditional Use Permit, and I hereby certify under penalty of law that the foregoing statements and all statements, maps, plans, drawings and other data made a part of this application are in all respects true and correct to the best of my knowledge and belief.

Signed: [Signature]
 (If signed by other than the Record Owner, written authorization must be attached to this application)

(seal)

On 12/20/2012 before me, Dalia Marie Jaramillo, Notary Public, personally appeared JIMMY S. LI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
 Notary Public



FOR DEPARTMENT USE ONLY

CASE NO: _____
 DATE FILED: _____
 FILING FEE: _____
 RECEIPT NO: _____
 APPLICATION COMPLETE? _____

MOD APPLICATION



City of Santa Fe Springs
Application for
MODIFICATION PERMIT (MOD)

The Undersigned hereby petitions for a Modification of one or more properly development requirements of the Zoning Ordinance.

Location of property (ies) involved (Provide street address or if no address, give distance from nearest street intersection): 10805 Orr & Day Road, Santa Fe Springs
Nearest Intersection- Orr & Day Road & Florence Avenue

Legal description of property: Abbreviated Description- Sec 1 Twn 3S RNG 12W M R 32-18*
POR of SE 1/4 of SW 1/4 of SW 1/4 of Sec 1 T 3S R 12W
City/Muni/Twp: Region/Cluster: 27/27/27

Record Owner of Property: California Department of Transportation
Name: Representative- Jim S. Li Phone No: 213-897-0530
Mailing Address: 100 S. Main Street, Los Angeles

Fax No: _____ E-mail: Jimmy-li@Dot.ca.gov

The application is being filed by:

☒ Record Owner of the Property
☒ Authorized Agent of the Owner
(Written authorization must be attached to application)

Status of Authorized Agent (engineer, attorney, purchaser, lessee, etc.): _____
AT&T Mobility (lessee) is leasing a portion of the property from Cal Trans to construct a wireless facility.

Describe the modification requested: AT&T Mobility is proposing to construct and operate an unmanned telecommunications facility on the subject property. The proposed facility will be 65' in height. All equipment and utilities will be above ground; non-penetration. The facility will not be stealthed in accordance with the City of Santa Fe Spring wireless guidelines due to the facility being a temporary wireless facility.

NOTE

This application must be accompanied by the filing fee, detailed plot plan, and other data specified in the form entitled "Information on Modification of Property Development Standards"

MOD APPLICATION (Cont.)**Mod Permit- Justification Statement**

Proposed AT&T Mobility Wireless Facility
EL0519-91 Temp Site
10805 Orr and Day Road, Santa Fe Springs
APN: 8017-001-035

3. Explain why the subject property cannot be used in a reasonable manner under the existing regulations. The proposed project is a temporary wireless facility to service AT&T customers. Due to the Interstate 5-freeway expansion, AT&T Mobility's existing wireless facility must be decommissioned and relocated. The Department of Transportation has notified AT&T the site must be relocated as soon as possible. Cal Trans will need to demolish the existing buildings including AT&T's existing site, therefore while Cal Trans is constructing the Interstate 5-freeway expansion, AT&T's wireless facility must be relocated. Once Cal Trans has completed this portion of the freeway expansion, AT&T will construct a new wireless facility adjacent to the freeway. The subject temporary wireless facility will not meet the City of Santa Fe Springs' wireless guidelines- Section A.3. "a wireless telecommunication antenna should not be located within a residential or commercial area of the City unless the antenna structure can be aesthetically integrated with the surrounding environment" or Section B. "Wireless telecommunication antennas or similar structures over fifty (50) feet in height that cannot comply with Section A shall comply with the following condition: Wireless telecommunication antennas structures shall not be located within 300 feet of a public street." The proposed wireless facility will not be able to meet the City of Santa Fe Springs wireless guidelines for the following reasons: this is a temporary wireless facility, due to the time constraints on the relocation of the existing facility to the temporary facility a fully stealthed site is not possible, financially it is not feasible to stealth a temporary site, Cal Trans has not determined the location of the permanent site for AT&T, and the selected location was chosen so AT&T's site would not interfere with the freeway expansion construction.

4. Explain the unusual or unique circumstances involved with the subject property, which would cause hardship if compliance with the existing regulations were required. The proposed location is essential to AT&T's network because AT&T has an existing site located approximately 300 feet from the proposed location that must be demolished due to the Cal Trans I-5 freeway expansion. If AT&T's existing site is demolished without a temporary site to replace the existing site, AT&T would have a gap in coverage. This means AT&T would not be servicing the area surrounding the site's proposed location. This is a very unique circumstance, as Cal Trans needs the existing wireless facility to temporarily be relocated while the freeway expansion is built, and then Cal Trans will provide a permanent location for AT&T. The following hardships would be caused if AT&T complied with the existing regulations: time restraints on the relocation of the existing wireless facility to the temporary location, Cal Trans has not provided a permanent location for AT&T to relocate, AT&T must locate the temporary site in the selected location so that AT&T's site would not interfere with the staging and construct of the freeway expansion.

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E-Mail: Info@coastalbusinessgroup.net • www.coastalbusinessgroup.net

MOD APPLICATION (Cont.)



Mod Permit- Justification Statement

Proposed AT&T Mobility Wireless Facility
EL0519-91 Temp Site
10805 Orr and Day Road, Santa Fe Springs
APN: 8017-001-035

5. Explain how the approval of the requested modification would not grant special privileges, which are not enjoyed by other property owners in the area.

The granting of the requested modification would ensure the surrounding property owners in the area cellular coverage. Many people depend on their cell phone, and AT&T's cellular network for phone and data usage. Especially in emergency situations, the surrounding property owners would not only enjoy the use of the wireless facility, but also it could save lives.

6. Describe how the requested modification would not be detrimental to other persons or properties in the area, nor to the public welfare in general.

The proposed wireless facility/requested modification will not be detrimental to other persons or properties in the area, nor the public welfare in general instead it will benefit the community by providing every day communication as well as in emergency situations.

LETTER FROM AT&T MOBILITY – RF SAFETY COMPLIANCE

1/14/14

EL0519- CALTRANS LOCATION #1
10821 ORR AND DAY ROAD
SANTA FE SPRINGS, CA 90670

Purpose

This letter provides an overview of the Federal Communications Commission's (FCC) rules governing permissible exposure levels to radiofrequency (RF) emissions at FCC-licensed facilities and attests to AT&T Mobility's commitment to comply with those RF exposure rules at all its sites.

FCC's Exposure Rules

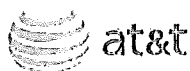
The FCC's RF exposure rules, which stem from requirements set forth in the National Environmental Policy Act of 1969 (NEPA), are published in the Title 47 of Code of Federal Regulations (47 CFR) §1.1310, "Radiofrequency radiation exposure limits." Radiofrequency exposure at levels below those maximum permissible exposure (MPE) levels defined in FCC rules are deemed to pose no hazard to human health. These rules limit exposure to emissions. Thus, a cell site may have high emissions, but comply with FCC rules by effectively limiting exposure.

In its rules, the FCC defines two exposure environments and the MPE limits within those environments that are established with a large margin of safety.

- **General Public/Uncontrolled**—This environment applies to locations where the general public may be exposed, or where persons exposed as a consequence of their employment may not be fully aware of the potential for exposure or can not exercise control over their exposure. The MPE limits for this environment are 5 times more restrictive than those for the Occupational/ Controlled) environment described next.
- **Occupational/Controlled**—This environment applies to located where persons are exposed as a consequence of their employment provided they are fully aware of the potential for exposure and can exercise control over their exposure. The MPE limits for this environment also apply where an individual is transient, provided they are made aware of the potential for exposure.

ATT Mobility • 12900 Park Plaza Drive, Cerritos, CA 90703

LETTER FROM AT&T MOBILITY – RF SAFETY COMPLIANCE (Cont.)



The chart below shows the most restrictive FCC MPE limits for each exposure environment in AT&T's frequency bands.

FCC MPE Limits (mW/cm ²) for 700 MHz, Cellular, AWS, and WCS			
Exposure Environment	Frequency Band		
	700 MHz	Cellular	PCS/AWS/WCS 1710 MHz- 2360 MHz
General Population/Uncontrolled	0.47	0.60	1.0
Occupational/Controlled	2.33	2.90	5.0

AT&T's RF Safety Compliance

AT&T's cell sites transmit and receive radio signals to and from wireless phones and other wireless devices.

AT&T's national RF safety program policy requires all of its sites to be in compliance with the FCC's RF exposure rules. Ordinarily, AT&T approaches RF safety compliance conservatively, using the more restrictive General Population/ Uncontrolled MPE limits.

AT&T uses both specially-trained employees and carefully-selected RF safety consultants to assess exposure levels and recommend appropriate mitigation to limit exposure. Based on the assessments, RF safety signage and barriers may be deployed to protect persons from entering areas where exposure levels could exceed the applicable MPE limits. AT&T's use of RF safety signs, barriers, and other protective methods are guided by the FCC's publication OET Bulletin 65.

Sincerely,

A handwritten signature in cursive script, appearing to read "Essie Polard".

Essie Polard
Senior RF Safety Engineer
12900 Park Plaza Drive, Cerritos, CA 90703

ATT Mobility • 12900 Park Plaza Drive, Cerritos, CA 90703

EXCERPT OF MINUTES FROM AUGUST 11, 2014 PLANNING COMMISSION MEETING

10. PUBLIC HEARING

Conditional Use Permit Case No. 757

A request for approval to allow the establishment, operation and maintenance of a temporary wireless telecommunications facility and related equipment on property located at 10821 Orr and Day Road (APN: 8017-001-038), within the C-4, Community Commercial, Zone. (Connell Design Group LLC for AT&T Mobility)

Modification Permit Case No. 1245

A request to allow the proposed temporary wireless facility to be designed in a manner that is deem not stealth, as per required in the Wireless Telecommunication Antennas Guidelines. (Connell Design Group LLC for AT&T Mobility)

Chairperson Johnston opened the Public Hearing for Item No. 10 at 5:33 p.m. Planning Consultant Kristi Rojas presented Item No. 10 before the Planning Commission. Present in the audience on behalf of AT&T Mobility was Representative Brittany Pell.

Commissioner Ybarra commented that although the temporary cell tower is ugly and that it is only going to be there for two years, it would not be as ugly as all the construction that will be going on in that area and probably wouldn't even notice it.

Vice Chairperson Madrigal inquired if a stealth monopole was even considered. Planning Consultant Kristi Rojas indicated that the temporary cell tower was being installed with a temporary foundation and that a stealth monopole would need to be installed on a permanent foundation which would not be cost effective since it's for only two years.

As this time the following concerned citizens addressed the Planning Commission:

Sylvia Vetrone stated that she would appreciate if the Planning Commission would consider requiring the applicant to move the cell tower to another location since it is such an eyesore.

Terry Rutkas inquired if a permanent site has been located or if the concrete block on that site is the new location. Director of Planning Wayne Morrell, indicated that this location is only temporary and that a permanent location is not yet known.

Director of Public Works Noe Negrete also addressed Mr. Rutkas concerns regarding the concrete block. He indicated that the concrete block is an Edison footing for a new Edison transmission pole and that Caltrans has taken over the parcels in that area and has forced the relocation of these poles. Mr. Negrete also indicated that the City has also removed the City's banner poles in anticipation of the I-5 freeway widening.

AT&T Representative Brittany Pell, indicated that AT&T is currently working on a permanent location but the design submitted for the temporary location is the fastest option without disruption of services.

City Attorney Steve Skolnik indicated that removal of the temporary cell tower is likely dependent upon the design and approval of a permanent facility.

Ms. Pell further indicated that this temporary location was chosen as to not compromise existing coverage.

Commissioner Ybarra inquired as to how far AT&T can move the temporary cell tower without compromising their coverage.

Ms. Pell indicated that due to other cell sites that need to be a certain distance from each other and the need for property/landlord approvals to allow for installation, this location was the best location to achieve the necessary coverage.

Ms. Vetrone readdressed the Planning Commission requesting further evidence to support this location since it did not make sense scientifically.

City Attorney Steve Skolnik responded by indicating that the City previously had the ability to tell carriers where and where not to go, but now that Federal Government has taken over that, and as a City we wish we could decide on this, but that it is not something we could unilaterally decide since Federal Government has taken that ability.

Planning Consultant Kristi Rojas requested that it be noted that Condition No. 11 of the Conditions of Approval be changed to include the following, "...within two years of the approval date *from the issuance of building permits.*"

Vice Chairperson Madrigal stated that it puzzles him with the advancement of technology and that within 300 yards of that site there is so much open area to locate this temporary cell tower that this location was the only option. Mr. Madrigal further stated that if the Federal Government has that much jurisdiction over this then why bring this matter before the Planning Commission to decide.

Commissioner Zamora also agreed with Vice Chairperson Madrigal that if the Federal Government has that much jurisdiction over this matter then why bring this matter before the Planning Commission to decide.

City Attorney Steve Skolnik indicated that the Planning Commission and the City has very limited jurisdiction and it is up to you (the Planning Commission) to do what you want to do with this matter.

Commissioner Zamora requested to table this matter for a future Planning Commission meeting.

City Attorney Steve Skolnik explained what tabling the matter would entail.

Director of Planning Wayne Morrell wanted the Planning Commissioners to take into consideration that the applicant needs to get the property owners to agree on placement of the cell tower and the telecommunication engineers need to agree on the location well which will take time.

Director of Public Works Noe Negrete also wanted the Planning Commissioners to consider that the further this matter is prolonged, the further it prolongs Caltrans from demolishing the buildings in that area and that this location is only a temporary location.

Vice Chairperson Madrigal inquired if Caltrans was scheduled to knock down any of those buildings before the next Planning Commission.

Director of Public Works Noe Negrete indicated that the same situation occurred in the City of Norwalk but that consideration has to be taken that Caltrans can't move forward with demolition, or contracts may expire, if this matter isn't decided upon. Mr. Negrete also stated that Caltrans will be getting rid of this site and will most likely sell within 3-4 years.

Senior Planner Cuong Nguyen stated that when he was employed with the City of Downey he recalls that property located within the City of Downey (west of the freeway) is part of a specific plan and thus may not be zoned for a telecommunication facility.

Having no further questions or comments, Chairperson Johnston closed the Public Hearing at 5:50 p.m. and requested a motion in this matter.

Vice Chairperson Madrigal moved to continue this matter to the September 8, 2014, Planning Commission meeting to include an alternate location; Commissioner Zamora seconded the motion which did not pass by the following vote:

In favor: Commissioner Zamora and Vice Chairperson Madrigal

Opposed: Commissioner Ybarra and Chairperson Johnston

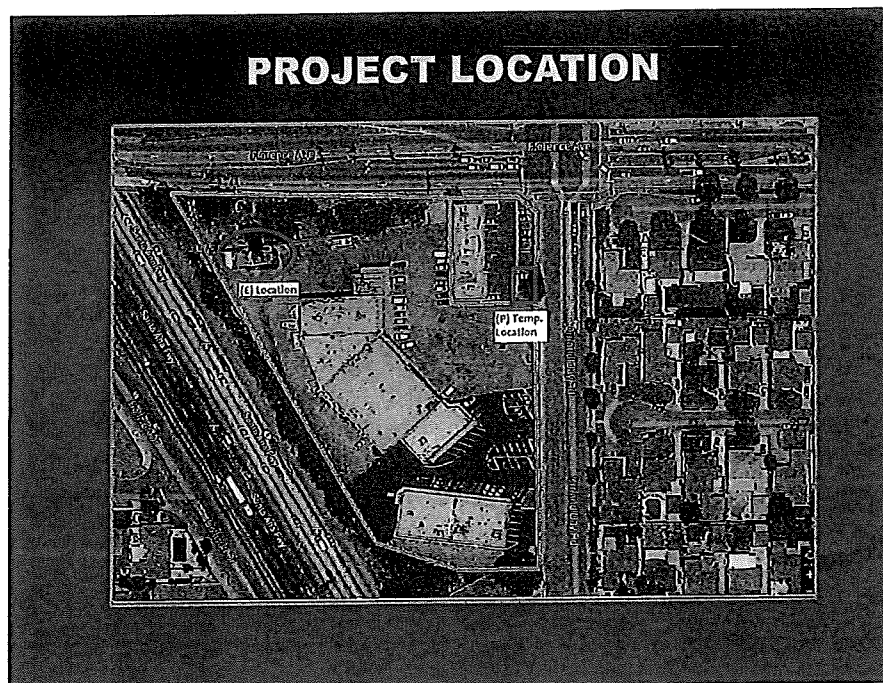
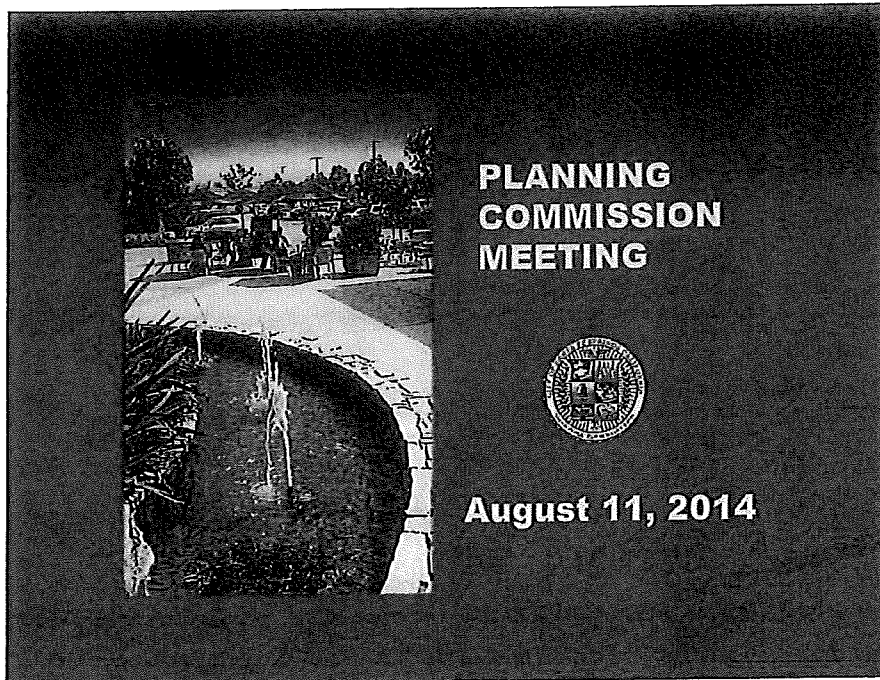
Commissioner Ybarra moved to deny CUP Case No. 757 and MOD Case No. 1245;

Commissioner Zamora seconded the motion which passed with the following vote:

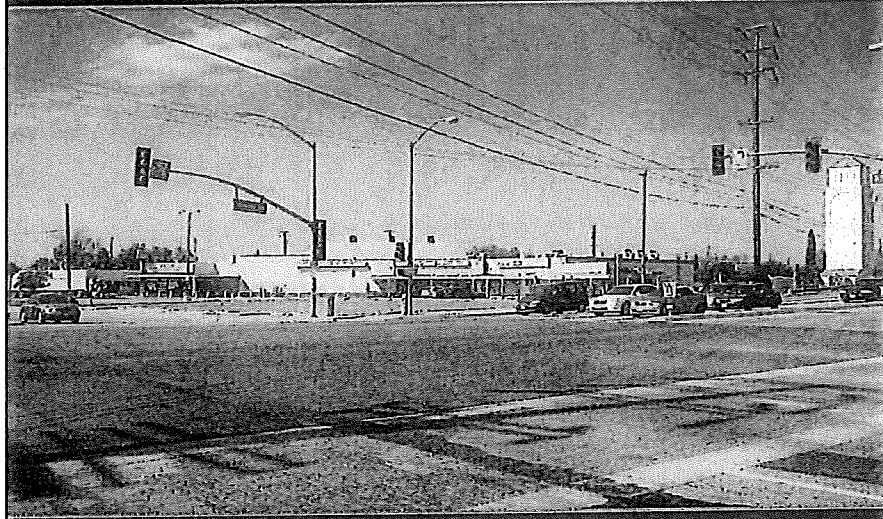
In favor: Commissioner Zamora, Commissioner Ybarra, and Vice Chairperson Madrigal

Opposed: Chairperson Johnston

City Attorney Steve Skolnik explained to AT&T Representative Brittany Pell that she may appeal to City Council on this matter and instructed staff to explain the appeal process to Ms. Pell outside the Council Chambers.



STREET VIEW



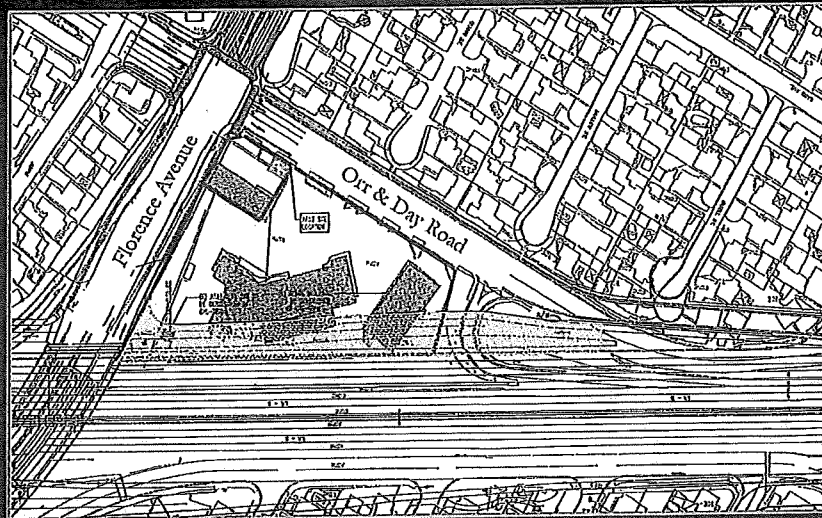
ENTITLEMENTS

- CUP 757: Establishment, operation and maintenance of a temporary wireless telecommunications facility .
- MOD 1245: Non-stealth designed temporary wireless facility.

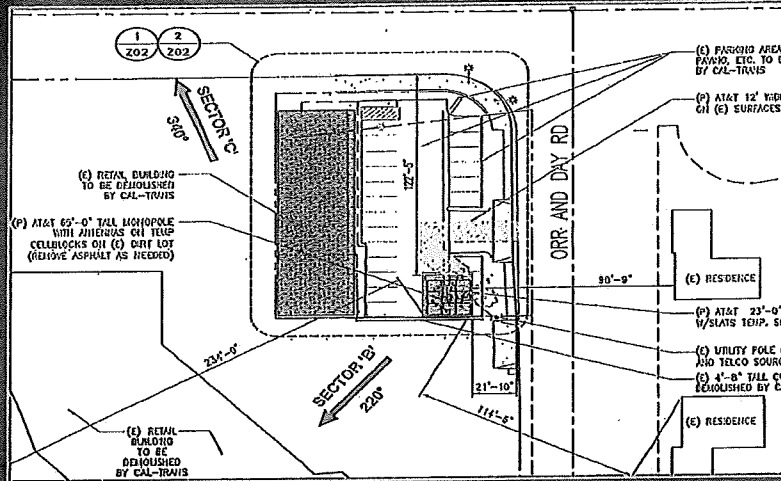
CUP 757

- Conditional Use Permit (CUP No. 517) was issued April 1995 for the construction of a 70-foot clock tower structure.
- All existing structures to be demolished due to freeway expansion.
- Temporary location and design for only 2 years.

SITE PLAN



SITE PLAN



SOUTH AND EAST ELEVATION

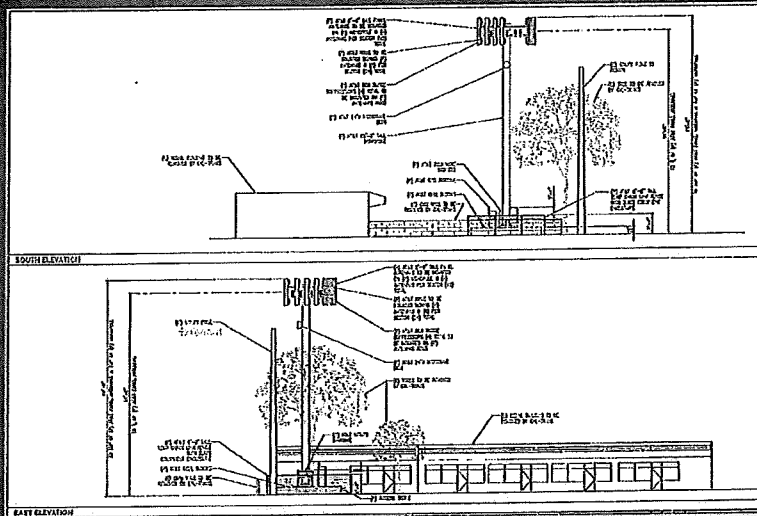


PHOTO SIMULATION

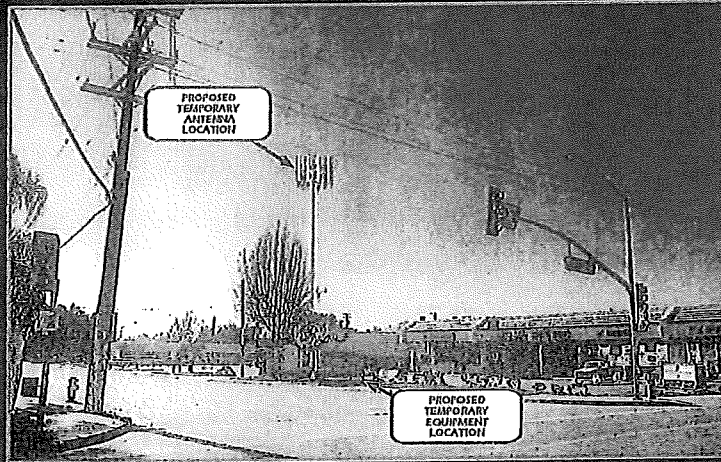
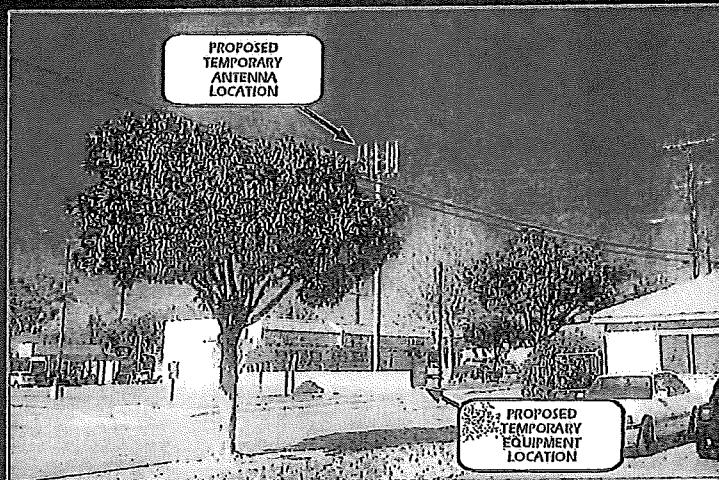


PHOTO SIMULATION



MOD 1245

- Wireless Telecommunication Antenna Guidelines requires stealth design.
 - If not, then it needs to be located 300 ft. from a public street.
- Temporary cell site and will be removed in 2 years.
- Staff has provided findings to recommend approval.

RECOMMENDATION

- Have not received any pro/against comments from the public.
- Staff recommends approval.



FILE COPY

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"A great place to live, work, and play"

August 12, 2014

AT&T Mobility
12900 Park Plaza Drive
Cerritos, CA 90703

Attn.: Ms. Brittany Pell

Re: Conditional Use Permit Case No. 757
Modification Permit Case No. 1245
10821 Orr & Day Road, Santa Fe Springs, CA 90670

Dear Ms. Pell:

The Planning Commission, at their meeting on August 11, 2014, denied your request for approval to allow the establishment, operation and maintenance of a temporary wireless telecommunication facility and related equipment on property located at 10821 Orr and Day Road (APN: 8017-001-038), within the C-4, Community Commercial, Zone. The Planning Commission also denied your request to allow the wireless telecommunication facility to be designed in a manner that is deem not stealth, as per required by the City's Wireless Telecommunication Antennas Guidelines.

The Zoning Regulation sets forth an appeal period of fourteen (14) days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

The action which the City Council may take are set forth in Section 155.866 of the City Code, a copy of which is included with this notice.

Juanita Trujillo, Mayor • Laurie M. Rios, Mayor Pro Tem
City Council
Richard J. Moore • William K. Rounds • Jay Sarno
City Manager
Thaddeus McCormack

§ 155.866 COUNCIL TO HEAR APPEAL.

Upon receipt of an appeal from any Planning Commission determination, the City Council shall choose one of the following courses of action:

(A) Approve and ratify the action of the Planning Commission.

(B) Refer the matter back to the Planning Commission with or without instructions for further proceedings.

(C) Set the matter for hearing before itself. Notice of said hearing shall be given in accordance with the provisions of this subchapter for all matters which have previously been subject to a public hearing before the Planning Commission. If no public hearing has previously been held, the City Council shall give such notice as it deems appropriate. At such hearing, the City Council shall hear and decide the matter as if it were sitting as the Planning Commission, and shall make the same findings and consider the same criteria as required of the Planning Commission. The decision of the City Council shall be final.

('64 Code, § 90.06)



Michael van Eckhardt
General Attorney
AT&T Mobility
P.O. Box 97061
Redmond, WA 98073

T: 425.580.7033
F: 425.580.7825
michael.vaneckhardt@att.com

Via Email: anitajimenez@santafesprings.org

August 19, 2014

City Clerk
City of Santa Fe Springs
City Hall
11710 East Telegraph Road
Santa Fe Springs, CA 90670

**RE: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility
Appeal from August 12, 2014 Planning Commission Denial
Conditional Use Permit Case No. 757; Modification Permit Case No. 1245
Temporary Wireless Telecommunications Facility, 10821 Orr and Day Road**

Dear City Clerk:

I write pursuant to Section 155.865 of the Santa Fe Springs Municipal Code ("Code") on behalf of New Cingular Wireless PCS, LLC d/b/a AT&T Mobility ("AT&T") to appeal the August 12, 2014 decision by the City of Santa Fe Springs Planning Commission to deny AT&T's application for a conditional use permit ("Application") to construct a temporary wireless telecommunications facility at 10821 Orr and Day Road in the City ("Temporary Facility"). This is a unique situation related to the expansion of Interstate 5. Caltrans is requiring AT&T to remove its existing facility near the I-5 interchange with Florence Avenue, but AT&T cannot rebuild for approximately two years. In the meantime, AT&T seeks to erect the Temporary Facility about 300 feet from the existing facility. As this is only a temporary solution that will be in place for about two years, AT&T cannot feasibly camouflage the Temporary Facility. The Code does not require camouflaging, but the City's Wireless Telecommunications Guidelines ("Guidelines") call for facilities to be architecturally integrated with its surroundings. To conform to the Guidelines, AT&T intends to seek approval for a fully stealthed wireless facility once Caltrans allows for the reconstruction of AT&T's permanent facility.

AT&T's Proposed Temporary Facility

AT&T will have a significant service coverage gap in the vicinity of the I-5 interchange with Florence Avenue once it decommissions its existing facility. The gap area consists of commercial and residential areas, as well as key transit corridors. The service objective includes nearly 1,000 homes, commercial areas, parks, a school, a car dealership, and part of an industrial center. The most recent traffic data available from Google Earth Pro for this area indicate that the average traffic along Florence Avenue near Orr and Day Road was approximately 45,626 vehicles per day in 2012, and the average traffic along I-5 just south of the Florence Avenue interchange was 190,651 vehicles per day in 2012.



Caltrans and AT&T have executed a lease agreement for a period of two years for AT&T to construct the Temporary Facility. Thereafter, Caltrans will lease property to AT&T to build a permanent facility to replace AT&T's existing facility. The permanent replacement facility will be fully stealthed pursuant to the City's Guidelines.

To serve its customers in the gap area for the next two years, AT&T proposes to construct the Temporary Facility, which will consist of 12 panel antennas (three sectors of four antennas each), radio units mounted on the antennas, a dish antenna and a GPS antenna on a 65-foot monopole. The monopole will be mounted to a cell-block structure so that excavation will not be necessary. The existing mature tree near the site will remain and will provide some screening of the Temporary Facility from street-level views. The panel antennas will be mounted with a top height of 65 feet, and the dish antenna will be mounted at 52 feet above ground. The related equipment will be placed in cabinets located adjacent to the monopole, all within an 18' x 24' lease space enclosed by a chain link fence with slats.

According to City Staff, as explained in the Staff Report for the August 11, 2014 public hearing before the Planning Commission on the Application, the Temporary Facility "will not be detrimental to persons or property in the immediate vicinity, nor the welfare of the community," and the Temporary Facility "has been designed to preserve the general appearance and welfare of the community." These findings are premised on the temporary nature of the proposal as well as AT&T's commitment to construct a fully stealthed permanent facility to serve this gap area as soon as Caltrans allows.

Grounds for Appeal

AT&T appeals the decision by the Planning Commission to deny its Application on several grounds. Despite support by City Staff, who recommended approval and prepared conditions of approval for the Application, the Planning Commission denied the Application without basis. This appeal is based on the requirements of the City's Code as well as the federal Telecommunications Act of 1996, 47 U.S.C. § 332 ("Act"). The Act defines the scope and parameters of the City's review of AT&T's Application. Specifically, the Act provides rights to wireless service providers and establishes limitations upon state and local zoning authorities with respect to applications for permits to construct personal wireless service facilities. This important law was enacted in part to prioritize and streamline proliferation of wireless technologies on a national basis.¹ To this end, the Act places procedural and substantive limitations upon the authority of local governments with respect to applications to construct wireless facilities.

¹ *City of Rancho Palos Verdes v. Abrams*, 544 U.S. 113, 115-16 (2005) (Congress enacted the Act to "encourage the rapid deployment of new telecommunications technologies" through "reduction of the impediments imposed by local governments upon the installation of facilities for wireless communications, such as antenna towers").



1. The Planning Commission Failed to Issue a Sufficient Written Decision.

The Act requires that any decision by a local government to deny an application to construct a wireless facility be in writing.² Courts hold that to satisfy this “in-writing” requirement, the local government must “issue a written decision separate from the written record which contains sufficient explanation of the reasons for the decision to allow a reviewing court to evaluate the evidence in the record supporting those reasons.”³ Here, one day following the August 11, 2014 Planning Commission hearing, the City’s Director of Planning issued a short letter that simply states that the Application was denied.⁴ Because the letter does not provide any reasons for the denial, it is not a decision “in writing” as required by the Act.

2. The Planning Commission Lacked Substantial Evidence to Deny AT&T’s Application.

The Act further requires that a written decision by a local government denying an application to construct a wireless facility be supported by substantial evidence.⁵ However, the City did not have substantial evidence to deny the Application. To be supported by substantial evidence, a decision must be “authorized by applicable local regulations,” and there must be “such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.”⁶ As stated above, the Planning Commission’s decision failed to provide any reasons for the denial, much less any evidence to support whatever those reasons might be. Again, this violates the Act.

Furthermore, the only evidence that was before the Planning Commission on the Application generally supports granting it, not denying it. The only applicable Code section that limits construction in the C-4 commercial zone where the Temporary Facility is proposed to be constructed is a 75-foot maximum building height restriction. At 65 feet tall, the Temporary Facility will comply with this limitation. And while the Guidelines call for stealthed facilities, there is no provision that applies specifically to temporary sites.

In addition, the Temporary Facility is necessary as a result of the expansion of I-5. AT&T’s existing site must be demolished to make way for the expansion. AT&T plans to build a new permanent site, which will be fully stealthed, in about two years (*i.e.*, once Caltrans allows construction of the permanent site to move forward). In the meantime, the Temporary Facility is critical to provide service to the area that will go dark once AT&T’s existing site is decommissioned.

² 47 U.S.C. 332(c)(7)(B)(iii).

³ *Metro PCS, Inc. v. City and County of San Francisco*, 400 F.3d 715, 723 (9th Cir. 2005).

⁴ See August 12, 2014 Letter (Attachment A).

⁵ 47 U.S.C. 332(c)(7)(B)(iii).

⁶ *MetroPCS, Inc.*, 400 F.3d at 723, 725 (9th Cir. 2005).



Nor will the Temporary Facility be an aesthetic intrusion. To the contrary, it will stand near a highway construction site. Given the nature and appearance of highway construction, it is hardly necessary to camouflage the Temporary Facility. Indeed, the Temporary Facility's monopole design will be integrated into these surroundings more so than would a clock tower (the design of the existing facility and the planned design for the future permanent facility) or a monopine. Moreover, the Temporary Facility cannot be camouflaged in the same way that a permanent facility can be. It would be prohibitively expensive to construct a stealth enclosure for the Temporary Facility only to tear it down again in two years.

3. Denial of the Application Effectively Prohibits AT&T from Providing Service.

The Act prohibits a local government from denying an application for a wireless facility where doing so would "prohibit or have the effect of prohibiting the provision of personal wireless services."⁷ Courts have found an "effective prohibition" exists where a wireless carrier demonstrates (1) a "significant gap" in wireless service coverage; and (2) that the proposed facility would provide the "least intrusive means," in relation to the land use values embodied in local regulations, to provide the service coverage necessary to fill that gap.⁸ If a wireless provider satisfies both of these requirements, state and local standards that would otherwise be sufficient to permit denial of the facility are preempted and the city must approve the wireless facility.⁹ When a wireless provider presents evidence of a significant gap and there is no less intrusive alternative, the burden shifts to the local government to prove that a less intrusive alternative exists. In order to meet this burden (and overcome the presumption in favor of federal preemption), the local government must show that another alternative is available that fills the significant gap in coverage, that it is technologically feasible, and that it is less intrusive than the proposed facility.¹⁰

Here, AT&T meets both prongs of the test. Once AT&T demolishes its existing facility, it will have a significant service coverage gap in this portion of Santa Fe Springs and the Temporary Facility is the least intrusive means to close that gap. The City has not identified an alternative that is available, technologically feasible, and less intrusive. Thus, federal law requires the City to approve AT&T's Application.

4. Other Potential Violations.

Because the Planning Commission has not explained the basis for denying the Application, AT&T reserves the right to raise additional issues and arguments on appeal. To

⁷ 47 U.S.C. §332(c)(7)(B)(i)(II).

⁸ See e.g., *Metro PCS, Inc.*, 400 F.3d at 734-35 (9th Cir. 2005); *Sprint PCS Assets, LLC v. City of Palos Verdes Estates*, 583 F.3d 716, 726 (9th Cir. 2009).

⁹ See *T-Mobile USA, Inc. v. City of Anacortes*, 572 F.3d 987, 999 (9th Cir. 2009).

¹⁰ *Id.*, 572 F.3d at 998-999.



the extent necessary, AT&T intends to timely supplement this appeal with additional information and documents to provide context for the City Council to consider this matter.

Conclusion

AT&T is diligently working to maintain and upgrade its network to meet the growing wireless communications demand within the City of Santa Fe Springs. It is doing so in a manner that takes prudent and careful consideration of the values the City seeks to promote. AT&T's Temporary Facility is fully consistent with the City's land use regulations, and the Temporary Facility is the least intrusive means by which AT&T can fill the significant wireless service coverage gap in the area. Please let me know if you have any questions concerning any of the above issues.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael van Eckhardt", written over a horizontal line.

Michael van Eckhardt
General Attorney
AT&T



City of Santa Fe Springs

City Council Meeting

August 28, 2014

NEW BUSINESS

Authorize the Disposal of Surplus Equipment by Way of Public Auction

RECOMMENDATION

That the City Council authorize the disposal of obsolete skateboarding equipment by way of public auction.

BACKGROUND

Center Court was opened in 1997 and included portable skateboarding equipment that was set up and taken down daily for patron use. With the closure of Center Court during FY 2012/2013 the equipment has been held in storage containers on Santa Fe High School property. Community Services staff has deemed the equipment obsolete and is recommending that we dispose of this equipment. Following is a detailed list of equipment that will be sent to public auction:

- 3 – Quarter Pipe Ramps
- 1 – Fun Box
- 2 – Grind Rails
- 1 – Sky Ramp
- 1 – Turtle Shaped Grinding Rail
- 1 – Snake Shaped Grinding Rail

FISCAL IMPACT

Proceeds from the sale of the equipment are recognized as revenue and deposited into the appropriate budget accounts.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

August 28, 2014

NEW BUSINESS

Request for approval of a Recyclable Materials Dealer Permit for UNITED ALLOYS & METALS, INC. (Kevin J. Demedici, Applicant)

RECOMMENDATION

That the City Council approve the issuance of Recyclable Materials Dealer Permit No. 30 to United Alloys & Metals, Inc. subject to the conditions of approval as contained within this report.

BACKGROUND

City Ordinance No. 892, approved by the City Council on April 22, 1999, added Chapter 119 to the City Code which provides that all persons engaged in the business of purchasing or collecting recyclable materials, as defined in Section 119.01, within the City must first obtain from the City Council a permit as a "Recyclable Materials Dealer."

In accordance with Section 119.02, the applicant, Kevin Demedici, of United Alloys & Metals Inc., located at 9600 John Street, in the City of Santa Fe Springs, is requesting a Recyclable Materials Dealers Permit to allow the collection of recyclable materials, specifically scrap metal, cardboard, and wooden pallets. The materials will then be sorted into different classifications and sold to recycling companies located in the United States. It should be noted that the applicant has been granted a Conditional Use Permit 753 by the Planning Commission.

United Alloys & Metals is one of the world's leading processors of titanium and super alloy scrap. United Alloys, Inc. was founded in Los Angeles, as a partnership by three friends and business acquaintances. Over the years, United Alloys expanded their processing capacities by acquiring a facility in Columbus Ohio, now operating as Unico Alloys and Metals. In 2002, United Alloys was purchased by the Cronimet Group and the company continued operations as United Alloys and Metals. Throughout the years, United Alloys continues to grow based on a reputation of quality scrap and solid integrity.

STAFF CONSIDERATIONS

As part of the permit process, as is typical in all similar recycling permit requests, staff conducted a review of the applicant's request for a Recyclable Materials Dealers Permit. Based on the information provided, it is staff's opinion that if the recycling activity is conducted in accordance with the conditions of approval contained within this report, then the recycling activity will not pose a risk or nuisance to the public.

Consequently, staff is recommending approval of the Recyclable Materials Dealer Permit as requested by the applicant subject to the conditions of approval set forth herein.

RECYCLABLE MATERIALS HAULING-PURCHASE OF MATERIAL

Section 119.05, regarding the purchasing and hauling of recyclable materials, states the following:

"Permitted recyclable materials dealers shall be allowed to purchase and haul recyclable materials, as defined under Section 119.01, from any business location within the City, provided not less than 90% of the materials removed is recycled, reused, or taken to a certified recycling center, except in the case of construction debris, where the requirements shall be 75% recyclable."

CONDITIONS OF APPROVAL

1. That the applicant shall comply with all of the conditions of approval set forth in Conditional Use Permit 753. That should Conditional Use Permit Case No. 753 become nullified or terminated, this Permit may also be subject to termination.
2. That, in accordance with Section 119.09 of the City Code, the applicant understands that the Recyclable Materials Dealer Permit shall not be assigned or otherwise transferred without the prior written approval of the City Council. Any transfer or assignment made without such approval shall be treated as null and void.
3. That the applicant will be required to complete the City's tracking form that will: 1) confirm the amount of recyclable material being recycled from the City; 2) indicate any charges to customers; and, 3) include any payments due to the City. This tracking form will be submitted to the City on a monthly basis unless no fees for service are collected under which circumstances the form will be submitted quarterly. Failure to submit the required tracking form may result in the permit being null and void.
4. That the applicant shall obtain and maintain a current Santa Fe Springs Business Operation Tax Certificate, commonly known as a business license. This license can be obtained through the Finance Department, City Hall, 11710 Telegraph Road. Business Licensing is required annually beginning July 1 of each year.
5. That the applicant agrees to abide by all requirements in Chapter 119 of the City Code.
6. That vehicles used in conjunction with the recycling operation shall not be stored or parked in the R-1, Single Family Residential Zone, within the City limits.
7. That all equipment used in the collection of recyclable materials shall conform to the highest industry standards, shall be maintained in a clean and efficient condition, and shall comply with all measures and procedures promulgated by all agencies with jurisdiction.

8. That any vehicles used in conjunction with the recycling operation must be inspected by the Department of Public Works on an annual basis. Contact Margarita Munoz, Department of Police Services at (562) 409-1850 to arrange for vehicle inspections.
9. That all vehicles used by a Recyclable Materials Dealer shall be maintained in compliance with all applicable State and local laws, and shall abide by and/or provide the following:
 - a. The name of the dealer or firm name, together with the phone number of the company, shall be printed or painted in legible letters, not less than three inches in height, on both sides of all trucks and conveyances used to collect or transport recyclable materials within the City;
 - b. Each vehicle shall be constructed and used so that no material will block, fall, or leak out of the vehicle. Any material dropped or spilled in collection or transfer shall immediately be cleaned up by the operator. A broom, shovel, and spill kit shall be carried at all times on each vehicle for this purpose; and
 - c. Should the City Manager, or designee, at any time give notification in writing to a permittee that any vehicle does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the City and shall not be used again until approved in writing by the City Manager, or designee.
10. All equipment used to collect recyclable materials, including vehicles and containers, shall be kept free of graffiti. Vehicles containing graffiti shall not be used within the City limits until the graffiti is fully removed or properly painted over.
11. That the vehicles, bins, and containers used in picking up recycling goods shall be clearly marked with the company name. Should the Applicant sub-contract the pick-up services, written approval shall first be obtained by the Director of Police Services.
12. That the recycling bins shall not be located within required parking, loading, or driveway areas.
13. That the recycling bins shall be located in an area where they will not be visible from the street; alternatively, an enclosure may be constructed to help screen the recycling bins. Construction of a recycling enclosure will require review and approval by the Planning Department.
14. That the applicant shall not allow their vehicles/trucks to queue on the streets, use streets as a waiting area, or to backup onto the street from the subject property.

15. That the pickup of recycling goods shall not be performed within the residential areas between the hours of 7:00 p.m. and 7:00 a.m. the day thereafter.
16. That all company drivers shall be fully licensed with the appropriate classification as required by the California Department of Motor Vehicles.
17. That in the event the owner(s) intend to sell, lease, or sublease the subject business operation or transfer the subject permit to another owner/applicant or licensee, both the City Manager and Director of Police Services shall be notified in writing of said intention not less than 60 (sixty) days prior to signing of the agreement to sell, lease or sublease.
18. That all recycling activities shall comply with Section 155.420 of the City's Zoning Regulation regarding the generation of objectionable odors. If there is a violation of this aforementioned Section, the property owner/applicant shall take whatever measures necessary to eliminate the objectionable odors from the operation in a timely manner.
19. That the applicant shall comply with all of the Federal, State, and local regulations, ordinances, and reporting requirements pertaining to recycling operations.
20. That the Director of Police Services, at his discretion, shall have the authority to include additional conditions of approval that he may deem necessary, prior to the termination of the licensing period.
21. That Recyclable Dealer Permit No. 30 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
22. That this permit be valid through June 30, 2015, at which time the applicant shall request an annual extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
23. It is hereby declared to the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated the permit shall be subject to the revocation process.


Thaddeus McCormack
City Manager

Attachment:
Application

City of Santa Fe Springs

11710 Telegraph Rd., Santa Fe Springs, CA 90670-3679

(562) 868-0511 Fax (562) 868-7112 www.santafesprings.org

Office use only	
Date Applied:	7/21/14 <i>AM</i>
Certificate No.:	#30

Recycling Permit Application

Recycler Information			
Applicant Name & Title:	United Alloys & Metals, Inc.		
Business Address:	9600 John Street Santa Fe Springs, CA 90670		
Mailing Address (If Different):			
Business Phone:	323-235-2156	Business Fax:	323-231-3368
Email Address	kdemedici@uametals.com		

Materials to be Recycled & Estimated Monthly Weight to be Hauled – in Tons			
Construction & Demolition	Tons/Months	Glass	Tons/Months
<input type="checkbox"/> Brick	_____	<input type="checkbox"/> Beverage Containers (w/CRV)	_____
<input type="checkbox"/> Concrete	_____	<input type="checkbox"/> Crushed	_____
<input type="checkbox"/> Dirt	_____	<input type="checkbox"/> Other Beverage Containers	_____
<input type="checkbox"/> Granite	_____	<input type="checkbox"/> Panes	_____
<input type="checkbox"/> Gravel	_____	<input type="checkbox"/> Other Glass	_____
<input type="checkbox"/> Pavement/Asphalt	_____	Paper	Tons/Months
<input type="checkbox"/> Sand	_____	<input checked="" type="checkbox"/> Cardboard	20
Metal	Tons/Months	<input type="checkbox"/> Computer Paper	_____
<input type="checkbox"/> Aluminum Cans	_____	<input type="checkbox"/> Newspaper	_____
<input type="checkbox"/> Ferrous Metals	_____	<input type="checkbox"/> Office Paper	_____
<input type="checkbox"/> Non-Ferrous Metals	_____	<input type="checkbox"/> Telephone Books	_____
<input checked="" type="checkbox"/> Scrap Metals	600 +/-	Plastic	Tons/Months
<input type="checkbox"/> Tins Cans	_____	<input type="checkbox"/> Film	_____
<input type="checkbox"/> White Goods	_____	<input type="checkbox"/> High Density Polyethylene (HDPE)	_____
Yard Wastes	Tons/Months	<input type="checkbox"/> Polythene Terephthalate (PET)	_____
<input type="checkbox"/> Compost	_____	Wood	Tons/Months
<input type="checkbox"/> Grass Clippings	_____	<input type="checkbox"/> Bark	_____
<input type="checkbox"/> Leaves	_____	<input type="checkbox"/> Boards/Planks	_____
<input type="checkbox"/> Mixed	_____	<input type="checkbox"/> Chips	_____
<input type="checkbox"/> Prunings/Christmas Trees	_____	<input checked="" type="checkbox"/> Pallets	20
Other Organics	Tons/Months	<input type="checkbox"/> Sawdust	_____
<input type="checkbox"/> Food Waste	_____	<input type="checkbox"/> Shavings	_____
<input type="checkbox"/> Textiles	_____	Other	Tons/Months
Other	Tons/Months	<input type="checkbox"/> Ash	_____
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Mixed Residue	_____
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Soap	_____
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Tire Rubber	_____
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Used Oil	_____

Location Where Materials Will Be Taken To Be Recycled			
Business Name:	Same as page 1		
Business Address:			
Mailing Address (If Different):			
Business Phone:		Business Fax:	
Recyclable Dealer Permit No.		Business License Number	30-0010581
Describe How The Materials Will Be Used Once They Have Been Recycled (i.e., Tire Rubber to Asphalt).			
Metals are bought from all over the country and cut to size and sold to melters. All scrap metal is bought delivered to United Alloys & Metals, Inc.			
Will you be charging a fee to pick up the materials? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Will you be receiving payment for materials being picked up? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>no is the correct answer</i>			
Describe How The Method Of Calculating Your Fees To The Business Including Dollar Amounts (i.e., \$10/Ton) <i>2/18/14</i>			
Our company does not charge for pick up of materials. All pick up would be an accounts payable item. Pick up and deliveries are free of charge to our customers.			

According to Section 119.06 of the City Code, "Permitted recyclable materials dealers shall be allowed to charge a fee to haul recyclable materials as defined under §119.01, from any business location within the city, provided not less than ninety percent (90%) of the material removed is recycled, reused or taken to a certified recycling center, except in the case of construction debris, where the requirement shall be seventy-five percent (75%) recyclable. In order to engage in such activity, the business entity which will be contracting with the recyclable materials dealer shall first obtain a "Fee-for-Service Recycling Permit" to be issued by the Director. Each permit application shall be accompanied by a detailed explanation of the types of materials that will be hauled and the recycling facility where the materials will be taken. Any fee charged under this section shall be subject to the franchise fee specified under §50.22. In addition, any recyclable materials dealer engaging in fee-for-service hauling shall also be subject to the reports, remittances, books and records, audits, and penalties specified under §50.24."

According to Section 119.07 of the City Code, "recyclable materials dealers shall not knowingly transport loads containing more than ten percent (10%) residue, or twenty-five (25%) in the case of construction debris, from any premises within the city, either free or on a fee-for-service basis, whether or not such dealers are picking up recyclable materials from such premises."

According to Section 119.08 of the City Code, "On a not less than monthly basis for fee-for-service hauling, and not less than quarterly basis for purchase hauling, at their sole expense, all recyclable materials dealers shall furnish collection reports to the city, and a form provided by, or acceptable to, the Recycling Coordinator. These reports shall include the total number of tons collected, and the number of tons recycled, the number of tons by type of recyclable materials collected, and the number of tons of residue and where the residue was disposed of during the previous quarter. These reports shall be furnished no later than thirty (30) days following the last calendar quarter day or calendar month, whichever applies."

I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PRECEEDING AND AGREE TO COMPLY WITH THESE STATUTES AS WELL AS ALL LOCAL, COUNTY, STATE, AND FEDERAL LAWS PERTAINING TO THE EXECUTION OF THIS PERMIT. I ALSO CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Name Kevin DeMedici Title General Manager
 Signature *[Signature]* Date 03/15/14

Office Use Only	
Application Received By: <u><i>[Signature]</i></u>	Date: <u>7/21/14</u>
Payment Date: <u>7/21/14</u>	Effective Date of Permit:



City of Santa Fe Springs

City Council Meeting

August 28, 2014

NEW BUSINESS

Soaring Dreams Artwork Conservation and Restoration Services – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bid for Soaring Dreams Artwork Conservation and Restoration Services; and
2. Award a contract to Sculpture Conservation Studio, Los Angeles, California, in the amount of \$26,400.00; and
3. Appropriate \$50,000.00 from the Art Fund for Soaring Dreams Artwork Conservation and Restoration Project Costs (453-397-B040); and
4. Authorize the City Engineer to execute a contract with Sculpture Conservation Studio.

BACKGROUND

The City Council, at their meeting of July 24, 2014, authorized the City Engineer to advertise for bids for the Soaring Dreams Artwork Conservation and Restoration Project.

Bids were opened on August 19, 2014, and a total of two (2) bids were received. One of the two bids was rejected due to non-compliance with the instructions to bidders. The bidder did not attend the mandatory pre-bid meeting; therefore, the bid is non-responsive. The single bid was received from Sculpture Conservation Studio in the amount of \$26,400.00

The bid submitted by Sculpture Conservation Studio is approximately 25% below the Engineer's Estimate of \$35,000.00.

The Department of Public Works has reviewed the bids and has determined the bid submitted by Sculpture Conservation Studio to be satisfactory.

FISCAL IMPACT

Appropriate \$50,000.00 from the Art Fund for Artwork conservation and restoration costs, artwork removal, transportation and re-installation costs, project management costs and contingency.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 21, 2014

INFRASTRUCTURE IMPACT

This project will conserve and restore the City artwork that is located in a prominent location in the community.

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', written in a cursive style.

Thaddeus McCormack
City Manager

Attachment:
Agreement

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this **28th** day of **August 2014** by and between the City of Santa Fe Springs (AGENCY), and **SCULPTURE CONSERVATION STUDIO** (CONSULTANT), AGENCY and CONSULTANT (PARTIES) hereby enter into in consideration of the mutual covenants and promises contained herein. The PARTIES do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the proposal submitted on **August 19, 2014** which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein. Said services shall be referred to as "Soaring Dreams Artwork Conservation and Restoration Services".
2. AGENCY and CONSULTANT agree to enter into a "not to exceed" AGREEMENT in the amount of **\$26,400.00.**
3. AGENCY shall compensate CONSULTANT for the SERVICES as detailed in the Proposal which is made part of this Agreement. Labor costs in the proposal includes full compensation for direct labor and overhead costs. Any such compensation shall become payable on a periodic time schedule as approved and agreed to by AGENCY and the CONSULTANT.
4. The parties hereto acknowledge and agree that the relationship between AGENCY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the PARTIES. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that AGENCY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
5. CONSULTANT shall, indemnify, hold free and harmless the AGENCY and its appointed and elected officials, officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including reasonable attorney fees and shall indemnify, save and hold harmless AGENCY and its appointed and elected officials, officers, and employees from damages and expenses, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

6. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The AGENCY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

7. CONSULTANT shall comply with City of Santa Fe Springs' Harassment Policy. The City of Santa Fe Springs prohibits any and all harassment in any form.

9. CONSULTANT shall submit to the AGENCY the required insurance certificates for the CONSULTANT and its team. The CONSULTANT shall indemnify and hold AGENCY and its officers, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act or omission of CONSULTANT, or of anyone acting under CONSULTANT'S direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract. Notwithstanding the foregoing, any duty to indemnify shall not include a duty to defend until a finding, by a court of competent jurisdiction, that CONSULTANT's willful misconduct, negligent performance, or failure to perform was a legal cause of claimant's damages, but only to the extent thereof.

The CONSULTANT shall maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

(a) Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident

(b) Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence

(c) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to AGENCY, with the City of Santa Fe Springs named as additional insured (not applicable on professional liability). A 30 day notice of cancellation is required.

10. This AGREEMENT may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

CONSULTANT SIGNATURE

NAME (PLEASE PRINT OR TYPE)

TITLE

COMPANY NAME

Corporation ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐

SSN OR TAX ID NO.

ADDRESS

CITY, STATE, ZIP

TELEPHONE

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

DATE _____



City of Santa Fe Springs

City Council Meeting

August 28, 2014

NEW BUSINESS

Street Light Construction at 13700 Firestone Boulevard (Le Fiell Manufacturing) - Final Payment

RECOMMENDATION

That the City Council approve the Final Payment (less 5% Retention) to Steiny & Company, Inc. of Baldwin Park, California, in the amount of \$20,287.40 for the subject project.

BACKGROUND

The City Council, at their meeting of November 26, 2013, awarded a contract to Steiny & Company, Inc. of Baldwin Park, California in the amount of \$56,484.00 for the subject project.


In conjunction with the widening of the I-5 Freeway by Caltrans and the subsequent relocation of the adjacent frontage road, Firestone Boulevard, modifications were made to some of the buildings located at 13700 Firestone Boulevard, fronting the Le Fiell Manufacturing (Le Fiell) site. The Conditions of Approval for the subject parcel map require the property owner to install street lighting (nine street lights) along the Firestone Boulevard frontage of the site.

The following payment detail represent the Final 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 \$69,680.36. The construction cost increase was due to the two (2) additional street lights requested by Ryder Truck and an additional ground rod at the service pedestal per SCE's new requirements. The final project cost including the construction, engineering, inspection, overhead, and contingency is within the budgeted amount.


FISCAL IMPACT

The installation of street lights is fully funded by the owners of Le Fiell and Ryder Truck and there is no requirement for a City match. There will be additional energy and maintenance costs to the City associated with the installation of eleven (11) street lights.


Thaddeus McCormack
City Manager

Attachment:
Payment Detail

Report Submitted By: Noe Negrete, Director
Public Works


Date of Report: August 21, 2014

Payment Detail

Street Light Construction at 13700 Firestone Boulevard

Contractor: Steiny and Company, Inc.
12907 East Garvey Ave.
Baldwin Park, CA 91706

Final Payment: \$ 20,287.40

Item No.	Description	Contract				Completed This Period		Completed to Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Furnish all labor, equipment and materials necessary to install street lights per Plan No. LP-301.	9	EA.	\$ 6,276.00	\$ 56,484.00	100%	\$ 56,484.00	100%	\$ 56,484.00
ORIGINAL CONTRACT AMOUNT:									
		Total \$ 56,484.00				\$ 56,484.00		\$ 56,484.00	
	Contract Change Order No.1	2	EA.	\$ 6,276.00	\$ 12,552.00	100%	\$ 12,552.00	100%	\$ 12,552.00
	Contract Change Order No.2	1	L.S.	\$ 644.36	\$ 644.36	100%	\$ 644.36	100%	\$ 644.36

CONTRACT AMOUNT TO DATE:

\$ 69,680.36

\$ 69,680.36

\$ 69,680.36

Invoice Date	Invoice No.	Warrant Billing Period		
		Invoice Due Date	Invoice Pay Date	Amount
03/10/14	1	3/18/2014	03/27/14	\$29,811.00
05/01/14	2	5/13/2014	05/22/14	\$16,097.94
08/04/14	3	8/5/2014	08/14/14	\$20,287.40

CONTRACT PAYMENTS:

Total Items Completed to Date	\$ 69,680.36
Less 5% Retention	\$ 3,484.02
Less Previous Progress Payment No. 1	\$ 29,811.00
Less Previous Progress Payment No. 2	\$ 16,097.94
Final Payment	\$ 20,287.40

Finance Please Pay:	\$20,287.40
Project Account:	450-397-0920-4400-004884
Recommended by:	Daniel Reyes
Approved by:	<i>[Signature]</i>

8/20/14



City of Santa Fe Springs

City Council Meeting

August 28, 2014

NEW BUSINESS

Renewal of Professional Services Contract for Project Management and Contract Administration Services – Onward Engineering

RECOMMENDATION

That the City Council renew the professional service contract with Onward Engineering for an additional 12 months, effective September 4, 2014, to provide project management and contract administration services for various capital improvement projects.

BACKGROUND

The City Council awarded a professional services contract to Onward Engineering to provide project management and contract administration services for various capital improvement projects. The intent of the contract was to supplement the project management and engineering staff capacity of the City's Public Works Department.

The contract term provided the City the right to renew the contract for an additional 12 months at the end of the first term, and an additional 12 months after the second term, for a maximum of three (3) years, based on performance and City Council approval.

Based on performance during the second term of the contract, Staff is recommending that the Agreement with Onward Engineering be extended for an additional 12 months. The contract with Onward will expire at the end of the third term on September 3, 2015.

During the last 12 months, Onward Engineering has provided project management and contract administration support and staff augmentation to various capital improvement projects, including but limited to:

1. I-5 Freeway Project -Water Main Relocation Projects Design;
2. I-5 Freeway Project – Street Improvement Projects Design;
3. City Hall HVAC Project;
4. Various Street Light Projects;
5. Fire Station Roof Repair Projects;
6. Road Rehabilitation Improvement Projects; and,
7. Bid Documents for Various Projects, including Soaring Dreams Plaza Restoration Project, Soaring Dreams Artwork Conservation Project, ADA Assessment and Transition Plan Study, Carmenita Underpass Underground Storage Tank Abandonment, Water Rate Study, and Wading Pool Chemical Controllers Project.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 22, 2014

Staff anticipates requesting staff augmentation support from Onward Engineering during the next 12-month term of the contract to assist with project management and contract administration support for the following City Council approved CIP projects:

1. CIP Projects selected by City Council following the CIP Subcommittee's recommended CIP list;
2. I-5 Freeway Project -Water Main Relocation Projects Design/Construction; and,
3. Water CIP Projects, including Implementation of Water Well No. 12 and Rehabilitation of Water Well No. 1.

FISCAL IMPACT

Funding for staff augmentation by Onward Engineer is included in the approved CIP Fund, the Water CIP fund, and Public Works budget.

INFRASTRUCTURE IMPACT

Onward Engineering will augment Public Works engineering staff by assisting with project management and contract administration services to implement the approved Capital Improvement Projects List. These projects are intended to:

1. Eliminate, mitigate, and manage risks associated with the safety and welfare of the public in general, as well as City employees in the performance of their duties;
2. Protect and maintain City assets, including facilities and infrastructure;
3. Comply with applicable standards and regulations; and
4. Contribute to the overall quality of life for residents and business residents living and working in our community.



Thaddeus McCormack
City Manager

Attachments:

Onward Engineering Contract

**CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 4th day of September, 2012 by and between the CITY OF SANTA FE SPRINGS (CITY), and Onward Engineering, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the proposal submitted on July 10, 2012 which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. Said services shall be referred to as "PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS".
3. CITY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates attached. The hourly rate includes full compensation for direct labor and overhead costs. CITY and CONSULTANT shall negotiate the appropriate dollar amount for each respective capital improvement project prior to work for each project commencing. Any such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
4. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its

appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

8. CONSULTANT shall comply with CITY'S Harassment Policy. CITY prohibits any and all harassment in any form.

9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
- b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.
- c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Majdi Ataya 9/13/2012
CONSULTANT Signature Date

Name (Print): Majdi Ataya

Title: President

Company Name: Onward Engineering

Corporation ☒ Sole Proprietor ☐ Partnership ☐ LLC ☐

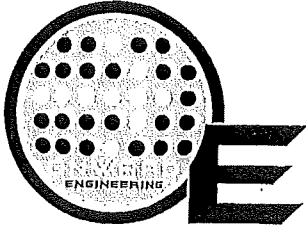
SSN or Tax ID#: 80-0101723

Address: 300 S. Harbor Blvd., Suite 314

City, State, Zip: Anaheim, CA 92805

Telephone: (714) 533-3050

R. R. 9/20/12
City of Santa Fe Springs Date
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511



Onward Engineering
Schedule of Hourly Rates
Rates Effective January 1, 2012

No.	Classification	Hourly Rate
1	Senior Admin Staff	\$110
2	Project Manager	\$100
3	Construction Manager	\$105
4	Design Manager	\$105
5	Community Coordinator	\$80
6	Design Engineer	\$85
7	Plan-Checker	\$85
8	Project Engineer	\$90
9	Sr. Inspector	\$85
10	Designer (CAD Operator)	\$70
11	Counter Technician	\$55
12	Clerical Staff	\$45

M.J. Gistine and Matt Winters will be invoiced at the Project Manager rate of \$100/hour. Hana Abulaban will be invoiced at the Community Coordinator rate of \$80/hour.

Note: Out of pocket expenses (blueprinting, reproduction, printing, and delivery service) will be invoiced at Cost, plus 10%. A 10% administration, coordination and handling fee will be added to subcontracted services.



City of Santa Fe Springs

City Council Meeting

August 28, 2014

PRESENTATION

Recognizing Tsunami Fischman for Achieving the Rank of Eagle Scout

RECOMMENDATION:

The Mayor may wish to call upon Management Assistant Wayne Bergeron to assist with this presentation.

BACKGROUND

At the City Council meeting of March 28, 2013, Boy Scout Tsunami Fischman introduced himself to the Council and explained that he was pursuing his Eagle Scout rank. A major component of attaining this rank is a service project that must be planned, led, and implemented/installed by the Eagle Scout candidate. Tsunami's Eagle Scout Project was to build a hummingbird and butterfly sanctuary in the City. The project would be of tremendous benefit since Santa Fe Springs is in the migratory path of the Monarch Butterfly.

Tsunami rallied to obtain donations that would be used towards his project. Councilmember Richard Moore, then serving as Mayor, authorized a contribution on behalf of the City Council and the Chamber of Commerce's Executive Board also donated to his project, along with a number of private citizens. In late May 2013, the construction of a hummingbird and butterfly sanctuary began and after a very long day of tough work, it was placed in Heritage Park, along with flowers that both species find appetizing. Specially marked stones with the logo of the Boy Scouts of America were also placed in the sanctuary. Tsunami Fischman will be officially recognized for his advancement to the rank of Eagle Scout at his Eagle Court of Honor to be held on September 6, 2014, in San Pedro, CA.

Tsunami has been invited here tonight to provide an overview of his completed project, as well as be recognized by the City Council for this incredible achievement.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

August 28, 2014

PRESENTATION

Proclaiming August 28, 2014 as "Armando Mora, Jr. Day"

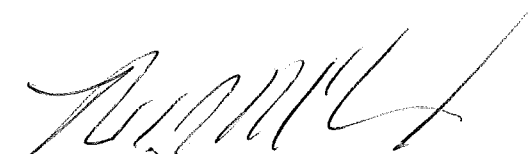
RECOMMENDATION

That the City Council proclaim August 28, 2014, as "Armando Mora, Jr. Day" in the City of Santa Fe Springs. The Mayor may wish to call upon the Fire Chief to introduce the Mora Family and assist with the proclamation.

BACKGROUND

Armando Mora, Jr. was an exemplary employee of the City who retired from the Department of Fire Rescue after 33 years due to a cancer diagnosis. He will always be remembered for his genuine presence as a passionate man, for his strong desire to live life to the fullest, and for his quick ability to establish friendships that flourished throughout his life. Armando served the residents of the City in which he grew up with pride and diligence.

Armando will also be recognized in two very prestigious memorials for firefighters later this year, for firefighters who gave the ultimate sacrifice in the line of duty. He will be recognized in the California Firefighters Memorial in Sacramento in a ceremony scheduled for October 11 of this year. This memorial pays tribute to the men and women who have given their lives to help protect their fellow Californians. He will also be recognized in the National Firefighter Memorial in Colorado Springs in a ceremony scheduled in November of 2015.


Thaddeus McCormack
City Manager

Attachment:
Proclamation

WHEREAS, Armando J. Mora, Jr., affectionately known to all as Mando, was an outstanding Firefighter and exemplary employee of the City of Santa Fe Springs for 33 years, who through his daily service and dedication helped protect the lives of thousands of families in his beloved community; and

WHEREAS, Mando was born on April 6, 1956, and grew up in Santa Fe Springs, in a family with a great sense of community service and a passion for serving others. His parents Alicia Mora and Armando J. Mora, Sr., instilled this love for their community and led by example by becoming active residents since the 1960s, ultimately becoming pillars of this community. His father, was elected to the City Council in 1976 and served through 1985, serving 3 terms as Mayor; and

WHEREAS, Mando retired from fire service in 2013 after a cancer diagnosis, ultimately losing his courageous battle to this horrible disease on June 18, 2014; and

WHEREAS, Mando will be remembered by his fellow Firefighters and all that knew him as a generous man who lived life to the fullest, for his contagious laugh, and for his quick ability to establish friendships; and

WHEREAS, this wonderful member of Santa Fe Springs leaves an everlasting imprint in our hearts and this community he cherished. He will be forever missed, but will never be forgotten; and

NOW, THEREFORE, I, Juanita Trujillo, Mayor of the City of Santa Fe Springs, on behalf of the City Council and the community it serves, posthumously commend Armando J. Mora, Jr., with all of the gratitude and appreciation for his remarkable contributions to our City and do hereby proclaim August 28, 2014, as

ARMANDO J. MORA, JR. DAY IN SANTA FE SPRINGS

and encourage all citizens to join me in expressing our gratitude to our brave first responders on this special day.

DATED this 28th day of August, 2014

Juanita Trujillo, Mayor

Attest:

Anita Jimenez, City Clerk



City of Santa Fe Springs

City Council Meeting

August 28, 2014

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Historical	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Parks & Recreation	1	Moore
Senior Citizens	3	Rios
Senior Citizens	2	Rounds
Senior Citizens	3	Trujillo
Sister City	1	Moore
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	2	Moore
Youth Leadership	3	Rios
Youth Leadership	1	Rounds
Youth Leadership	2	Sarno
Youth Leadership	2	Trujillo

Applications Received: None.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Rocio Parra

Planning Commission

Senior Citizens Advisory

Sister City

Rocio Parra

Raymond Reyes

Robert Wolfe

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	George Felix, Sr.	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava*	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

**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.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava*	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

**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

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Gilbert Aguirre	(15)
Rounds	Annette Rodriguez	(16)
	Janie Aguirre	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

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

**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

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	May Sharp	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Frank Ybarra	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

**Indicates person currently serves on three committees*

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	Vacant	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Janie Aguirre	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Vacant	(15)
Rios	Lynda Short	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

**Indicates person currently serves on three committees*

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 JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Jim Contreras	6/30/2017
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

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Moore

Louie Gonzalez

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Gilbert Aguirre	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Marlene Vernava*	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

**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

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY

NAME

Moore

Albert J. Hayes

Rios

Pauline Moore

Rounds

Ted Radoumis

Sarno

Alma Martinez

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Vacant	()
	Evony Reyes	(17)
	Katrina Uribe	(17)
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Vacant	()
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	(15)
	Vacant	()
	Vacant	()
	Alyssa Madrid	()
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	()
	Vacant	()
	Vacant	()