



# AGENDA

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

**MAY 8, 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, Councilmember  
William K. Rounds, Councilmember  
Jay Sarno, Councilmember  
Laurie M. Rios, Mayor Pro Tem  
Juanita A. Trujillo, Mayor

**COMMUNITY PRESENTATION**

**3. Metro Eastside Transit Corridor Phase II Presentation**

**HOUSING SUCCESSOR**

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

**SUCCESSOR AGENCY**

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

**CITY COUNCIL**

**4. CITY MANAGER REPORT**

**5. CONSENT AGENDA**

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

**Approval Minutes**

**A. Minutes of the April 10, 2014 Regular City Council Meeting**

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

**RESOLUTION FOR ADOPTION/ORDINANCE FOR INTRODUCTION**

**6. National Pollutant Discharge Elimination Systems (NPDES) – Resolution No. 9441- Approving a Green Streets Policy and Ordinance No. 1055 - Amending Chapter 52: Storm Water Runoff**

**Recommendation:** That the City Council: 1). Adopt Resolution No. 9441 approving a Green Streets Policy and; 2). Waive further reading and introduce Ordinance No. 1055 which amends Chapter 52: Storm Water Runoff of the Santa Fe Springs Municipal Code by incorporating Low Impact Development (LID) strategies into the existing Code.

**NEW BUSINESS**

**7. Abandonment of the Carmenita Underpass Underground Storage Tank – Authorization to Request for Bids**

**Recommendation:** That the City Council authorize the Director of Public Works to advertise a Request for Bids (RFB) to abandon in-place the Carmenita Underpass underground storage tank (Carmenita UST) in compliance with a directive from the State Water Resources Control Board (State Water Board) and the U.S. Environmental Protection Agency (US EPA) to take corrective action.

8. Proposed Social Media Policy

**Recommendation:** That the City Council adopt the attached Social Media Policy.

9. Code of Conduct for Advisory Committee Appointees

**Recommendation:** That the City Council adopt the Code of Conduct for Advisory Committee Appointees.

10. Renewal of General Services Agreement Between the City of Santa Fe Springs and the County of Los Angeles

**Recommendation:** That the City Council approve the renewal of the General Services Agreement between the City of Santa Fe Springs and the County of Los Angeles for a five-year period commencing on July 1, 2014, and in so doing, authorize the Mayor to execute the agreement documents.

11. Amended Land Lease Agreement with T-Mobile West Tower, LLC

Consideration of an amended Land Lease Agreement with T-Mobile West Tower, LLC, for an additional 700 sq. ft. (20' x 35') of City-owned property to accommodate an additional communications facility and appurtenant equipment on the property at the end of the Los Nietos Road extension, west of the San Gabriel Freeway (I-605) and east of the San Gabriel River.

**Recommendation:** That the City Council approve the Amended Land Lease Agreement with T-Mobile West Tower, LLC.

**CLOSED SESSION**

12. 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

**CLOSED SESSION**

13. CONFERENCES WITH LABOR NEGOTIATORS

(Section 54957.6)

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

# *City of Santa Fe Springs*

Regular Meetings

May 8, 2014

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

**Please note: Item Nos. 14 - 28 will commence in the 7:00 p.m. hour.**

**14. INVOCATION**

**15. PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

**16. Representatives from the Chamber of Commerce**

**17. Representatives from the Youth Leadership Committee**

**18. ANNOUNCEMENTS**

**PRESENTATIONS**

**19. Recognition of City Birthday**

**20. Introduction of the 2014 Memorial Scholarship Recipients**

**21. Introduction of the 2014 Youth Citizenship Award Recipients**

**22. Proclaiming May 28, 2014 as National Senior Health & Fitness Day in Santa Fe Springs**

**23. Older Americans Recognition Award Recipient**

**24. Volunteer Income Tax Assistance (VITA) Program - 2014 Volunteer Recognition**

**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSION**

**25. Committee Appointments**

**26. 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.*

**27. EXECUTIVE TEAM REPORTS**

**28. ADJOURNMENT**

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

*Anita Jimenez, CMC*

Deputy City Clerk

*May 2, 2014*

Date



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

**April 10, 2014  
6:00 p.m.**

**1. CALL TO ORDER**

Mayor Trujillo called the meetings to order at 6:13 p.m.

**2. ROLL CALL**

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

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; Maricela Balderas, Director of Community Services; Jose Gomez, Assistant City Manager/Director of Finance; Mike Yule, Fire Division Chief; Anita Jimenez, Deputy City Clerk

**HOUSING SUCCESSOR**

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

**SUCCESSOR AGENCY**

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

**CITY COUNCIL**

**3. CITY MANAGER REPORT**

The City Manager reported that he attended a productive meeting of the Metro Transit Authority with the cities of Whittier and Pico Rivera regarding the Gold Line Extension. Council Subcommittee Members Sarno and Moore are aggressively advocating for the Washington Blvd corridor as opposed to the I-60 route for the extension.

The City Manager also reported that the City will face a challenge of nearly \$1 million with PERS rates this fiscal year and can expect more increases next year.

Councilmember Moore asked if there were any GASB changes. The City Manager stated that there would be changes that were previously unfunded costs related to individual cities' costs. This means that it will cost more for Santa Fe Springs in the future.

**4. CONSENT AGENDA**

**Approval Minutes**

**A. Minutes of the March 13, 2014 Adjourned City Council Meeting**

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

Mayor Trujillo stated the minutes should reflect a correction under Item 15; the Pledge of Allegiance was led by kindergarten student Jayden Brown.

Mayor Pro Tem Rios moved the approval of Item 4A, as amended; Councilmember Rounds seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

#### **NEW BUSINESS**

5. I-5 Pre-Construction Mitigation Phase II – Telegraph Road, Orr & Day Road, Pioneer Boulevard and Florence Avenue “Resurfacing & Reconstruction” – Final Payment

**Recommendation:** That the City Council approve the Final Payment (less 5% Retention) to Sully-Miller Contracting Co. of Brea, California, in the amount of \$169,328.77 for the subject project.

Councilmember Moore moved the approval of Item 5; Councilmember Sarno seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

6. Gridley Road Pavement Rehabilitation from Clarkman Street to Davenrich Street – Award of Contract

**Recommendation:** That the City Council: 1). Accept the bids; and 2). Award a contract to the low bidder, Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$250,632.80.

Councilmember Sarno moved the approval of Item 6; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Sarno, Rios, Trujillo; Opposed: None. Councilmember Rounds abstained.

7. Resolution No. 9437 – Request for 15 Minute Parking Zone in Front of 10011 Orr and Day Road

**Recommendation:** That the City Council adopt Resolution No. 9437, which would limit parking to 15 minutes on the west side of Orr and Day Rd. from a point 188 feet north of the centerline of Hollyhock Street to a point 208 feet north of the centerline of Hollyhock Street.

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

8. Resolution No. 9438 – Parking Restriction on Street Sweeping Days on the Pioneer Boulevard Frontage Road South of Clarkman Street

**Recommendation:** That the City Council: 1). Adopt Resolution No. 9438 prohibiting parking for street sweeping purposes on Thursdays between 11:00 AM and 4:00 PM on the west side of Pioneer Boulevard frontage road south of Clarkman Street from a point 450 feet south of Clarkman Street to a point 710 feet southerly; and 2). Direct staff to install signing along the Pioneer Boulevard frontage road denoting the aforementioned street sweeping parking restriction.

Councilmember Rounds moved the approval of Item 8; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

9. Resolution No. 9439 – Making a Finding as to the Industrial Disability of Armando Mora

**Recommendation:** That the City Council approve Resolution No. 9439, making a finding as to the industrial disability of Armando Mora.

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

10. Professional Services Agreement for a Labor Negotiator

**Recommendation:** That the City Council authorize the City Manager to enter into and execute a Professional Services Agreement with Chris Birch as the City's labor negotiator with the Executive, Management, Confidential unit.

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

Councilmember Rounds thanked Councilmembers Moore and Sarno for serving on the Subcommittee.

At 6:20 p.m., Mayor Trujillo recessed the meetings for the Closed Session items.

11. **CLOSED SESSION**  
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

12. **CLOSED SESSION**  
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 7:03 p.m., but stated that the Closed Session was not completed and the meeting would be recessed again after the remaining items were addressed.

Paul Martinez was in attendance for Jose Gomez.

**13. INVOCATION**

Mayor Pro Tem Rios gave the Invocation.

**14. PLEDGE OF ALLEGIANCE**

The Pledge was led by Girl Scout Troop #96594.

**INTRODUCTIONS**

**15. Representatives from the Chamber of Commerce**

Mayor Trujillo introduced Sue Grana.

**16. Representatives from the Youth Leadership Committee**

Members of the Youth Leadership Committee introduced themselves.

**ANNOUNCEMENTS**

**17. Chamber of Commerce 2<sup>nd</sup> Annual Poster and Essay Contest Winners**

Chamber of Commerce Youth Education Committee Chair Colin Diaz described the contest criteria and introduced the winners. Mayor Trujillo requested copies of the essays for Council to read.

Maricela Balderas called on the members of the Youth Leadership Committee to give the Community Announcements.

**PRESENTATION**

**18. Proclaiming April 2014, as DMV/Donate Life Month**

Mayor Trujillo introduced Diane Linares, Donate Life Ambassador, to speak on behalf of the organization and accept the proclamation.

**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

**19. Committee Appointments**

Councilmember Moore appointed George Felix, Sr. to the Beautification Committee and George Felix, Jr. to the Community Program Committee.

**20. ORAL COMMUNICATIONS**

Oral Communications were opened at 7:30 p.m. There being no one wishing to speak, Oral Communications were closed at 7:31 p.m.

**22. EXECUTIVE TEAM REPORTS**

- Wayne Morrell gave an update on the Jersey/Alburtis multi-unit project. Permits have been pulled to demolish the standing buildings for eventual construction of the 50-unit project. Staff met with representatives of the Promenade regarding issues such as patrons working on their cars in the parking lot near AutoZone, and overflowing trash bins. The owners have been notified. Councilmember Moore asked when Cheri's donuts would move. Mr. Morrell stated that staff is working with the owner to expedite the move.
- Dino Torres reported that the "Every 15 Minutes" program would be held May 21-22.

- Noe Negrete gave an update on the City's earthquake protocol for water reservoirs, construction sites, and City facilities, etc. He reported that there were no problems to City structures due to the recent earthquakes. At the recent I-5 informational meeting at SFHS, 226 people were present. Mr. Negrete stated that the consultant did a great job in contacting residents and facilitating the meeting. Mayor Trujillo stated that she has received several positive remarks regarding the meeting.
- Mike Yule reported that within next few months, the Fire-Rescue Department would be replacing the Wildland Vehicle which is used in responses to the office of Emergency Services. He also requested prayers for Firefighter Armando Mora.
- Paul Martinez stated that the installation of Windows 7 on all City computers has been completed.
- Maricela Balderas stated that a Health & Wellness component was being added to the Farmers' Market. Entertainment during the summer months will be enhanced. The Family & Human Services Division will hold a Family Night Out at the Gus Velasco Neighborhood Center on April 25. It will include healthy cooking demonstrations and fun and games. It will be funded by a grant through Safeway and the Los Nietos School District.
- Councilmember Moore was pleased to attend a St. Paul High School play at Whittier Community Theater. St. Paul High School was one of the schools to which the Heritage Arts Committee donated a total of \$50,000 to various schools last year to promote the arts.
- Councilmember Rounds attended the Tiny Tots graduation and reported that the City will be in good shape in the future based on the caliber of graduates.
- Mayor Trujillo wished everyone a Happy Easter. Mayor Trujillo reported that she and Councilmember Sarno went on a "ride-along" and gained new appreciation of the work done by Police Officers.

## 23. ADJOURNMENT

At 7:44 p.m., Mayor Trujillo recessed the meetings to continue with the Closed Session.

At 9:02 p.m., the meetings were reconvened and adjourned in memory of longtime resident Gary Zollman and LAPD Officer Chris Cortijo.

\_\_\_\_\_  
Juanita Trujillo, Mayor

ATTEST:

\_\_\_\_\_  
Anita Jimenez, CMC  
Deputy City Clerk

\_\_\_\_\_  
Date





**RESOLUTION FOR ADOPTION/ORDINANCE FOR INTRODUCTION**

**National Pollutant Discharge Elimination Systems (NPDES) – Resolution No. 9441 Approving a Green Streets Policy and Ordinance No. 1055 - Amending Chapter 52: Storm Water Runoff**

**RECOMMENDATIONS**

That the City Council take the following actions:

1. Adopt Resolution No. 9441 approving a Green Streets Policy and;
2. Waive further reading and introduce Ordinance No. 1055 which amends Chapter 52: Storm Water Runoff of the Santa Fe Springs Municipal Code by incorporating Low Impact Development (LID) strategies into the existing Code.

**BACKGROUND**

On December 28, 2012, the City's new National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4), order No. R4-2012-0175 (MS4 Permit) permit became effective, despite strong opposition from many of the cities within Los Angeles County. In short, the new MS4 permit greatly increases the City's requirements for compliance, necessitating a number of technical changes to the City's Municipal Code. For example, the new MS4 permit requires that permittees which elect to participate in a Watershed Management Program (WMP) or Enhanced Watershed Management Program (EWMP) adopt a Green Streets Policy and establish a Low Impact Development (LID) Ordinance. Accordingly, on June 13, 2013, the City Council approved a draft ordinance (No. 1045) relating to new Low Impact Development (LID) strategies associated with the Standard Urban Stormwater Mitigation Plan (SUSMP). Before the City Council tonight is the proposed final ordinance.

The City of Santa Fe Springs has been participating with the Gateway Authority and its consultant on the development of the proposed Green Streets Manual and LID Ordinance since February 2012.

**Green Streets Policy**

Green Streets are enhancements to street and road projects to improve the quality of storm water and urban runoff through the implementation of infiltration, bio-treatment, xeriscaping parkways, and tree lined streets. The proposed Resolution No. 9441 adopts the Green Streets Manual which provides guidance to help achieve the goals of the MS4 Permit. Projects that will be required to follow the Green Streets Manual are:

1. Road construction of 10,000 square feet or more;
2. Road redevelopment resulting in the creation or addition or replacement of 5,000 square feet or more on an already developed site. Routine maintenance including but not limited to: slurry seals, grind and overlay and reconstruction to maintain original line and grade are excluded from the Green Streets Policy; and
3. Projects designated by the Director of Public Works as a Green Streets project in order to meet Waste Load Allocations of the Lower San Gabriel River Watershed.

**LID Ordinance**

The proposed LID Ordinance is intended to lessen the surface water quality impacts of development and redevelopment using smart growth practices, and the integration of LID practices and standards for stormwater pollution mitigation. Projects that are required to incorporate appropriate storm water mitigation measures into their design plans are set forth in the LID Ordinance. Routine maintenance activities are exempt from this requirement.

  
Thaddeus McCormack  
City Manager

Attachments:

- Attachment A: Resolution 9441
- Attachment B: Green Streets Manual
- Attachment C: Ordinance 1055
- Attachment D: Chapter 52



## **RESOLUTION NO. 9441**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING A GREEN STREETS POLICY**

WHEREAS, the Municipal Separate Storm Sewer System (MS4) Permit (Order No. R-2012-0175) was adopted by the Los Angeles Region of the California Regional Water Quality Control Board on November 8, 2012; and

WHEREAS, cities electing to prepare a Watershed Management Program or an Enhanced Watershed Management Program pursuant to said Permit are required to demonstrate that "green street" policies which specify the use of green street strategies for transportation corridors are in place; and

WHEREAS, green streets are enhancements to street and road projects intended to improve the quality of storm water and urban runoff through the implementation of infiltration, bio-treatment, xeriscaping parkways and tree-lined streets; and

WHEREAS, since February 26, 2012, the City has worked in conjunction with the Gateway Water Management Authority to develop a Green Streets Policy,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby adopts as its Green Streets Policy the Green Streets Manual attached hereto as Exhibit "A", which exhibit is incorporated by reference herein.

SECTION 2. The City Manager or his designees are directed to implement the requirements of the Green Streets Manual for City-owned transportation corridors and road projects that add 10,000 square feet or more of impervious area, based on the USEPA's Wet Weather with Green Infrastructure guidance (December 2008 EPA-833-F-08-009).

SECTION 3. Routine maintenance, including but not limited to slurry seals, grand and overlay and reconstruction to maintain original line at grade are excluded from the requirements to comply with the Green Streets Manual.

SECTION 4. The City Manager or his designees are authorized to make non-substantive changes to the City's Green Streets Manual consistent with the requirements of the MS4 Permit.

SECTION 5. The City has determined that the adoption of the Green Streets Manual will not have a significant effect on the environment. Such action is therefore categorically exempt from CEQA requirements, pursuant to Section 15061 of the CEQA Guidelines. Staff is hereby directed to prepare and post a notice of exemption pursuant to Section 15062 of the CEQA Guidelines.

SECTION 6. This Resolution shall become effective on the effective date of the City's Ordinance No. 1055, which Ordinance establishes Low Impact Development requirements.

SECTION 7. 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 8. The Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED THIS 8<sup>TH</sup> day of May, 2014.

\_\_\_\_\_  
Juanita Trujillo, MAYOR

ATTEST:

\_\_\_\_\_  
Anita Jimenez, DEPUTY CITY CLERK

## EXHIBIT "A"

### 52.01 Title.

This chapter shall be known as the City's Stormwater Management and Discharge Control ordinance.

### 52.02 Findings.

A. The federal Clean Water Act (33 U.S.C. Section 1251, *et seq.*) provides for the regulation and reduction of pollutants discharged into the waters of the United States by extending National Pollutant Discharge Elimination System ("NPDES") requirements to stormwater and urban runoff discharge into municipal storm drain systems;

B. Stormwater and urban runoff flows from individual properties onto streets, then through storm drains passing through the City and finally into the waters of the United States;

C. The City of Santa Fe Springs is a co-permittee under the "Waste Discharge Requirements for Municipal Separate Storm Sewer System ("MS4") discharges within the Coastal Watersheds of Los Angeles County, except those discharges originating from the City of Long Beach MS4, which also serves as a NPDES Permit under the federal Clean Water Act (NPDES No. CAS614001), as well as waste discharge requirements under California law (the Municipal NPDES Permit") and, as a co-permittee under the Municipal NPDES Permit, the City is required to adopt ordinances and implement procedures with respect to the entry of non-stormwater discharges into the municipal stormwater system;

D. Part III, Section A of the Municipal NPDES Permit requires the City to effectively prohibit non-stormwater discharges from within its boundaries, into that portion of the MS4 which it owns or operates and into watercourses, except where such discharges are: (1) in compliance with a separate individual or general NPDES permit, or (2) identified and in compliance with Part III.A (non-stormwater discharges) of the Municipal NPDES Permit, or (3) originate from federal, state or other facilities which the City is preempted from regulating, and further provides that compliance with the terms of the Municipal NPDES Permit through the development and implementation of the programs described in the Municipal NPDES Permit will constitute compliance with the discharge prohibition in the Municipal NPDES Permit;

E. Part VI, Section A.2 of the Municipal NPDES Permit requires the City to establish and maintain the legal authority necessary to control discharges to and from those portions of the MS4 over which it has jurisdiction, so as to comply with the Municipal NPDES Permit and to specifically prohibit certain discharges identified in the Municipal NPDES Permit;

F. The Municipal NPDES Permit contemplates the development of a Watershed Management Program in which the City will participate, which will in turn require the development and the implementation of programs for, among other things, the elimination of illicit connections and illicit discharges, development planning, development construction, and public information and education requirements, and which may require the later adoption of additional legal authority to implement such programs as they are developed by the permittees and approved by the Regional Board;

G. In order to control, in a cost-effective manner, the quantity and quality of stormwater and urban runoff to the maximum extent practicable, the adoption of the ordinance codified in this chapter is essential.

### **52.03 Purpose and intent.**

A. The purpose of this chapter is to ensure the future health, safety and general welfare of the citizens of the City and the water quality of the receiving waters of the County of Los Angeles and surrounding coastal areas by:

1. Reducing pollutants in stormwater discharges to the maximum extent practicable;
2. Regulating illicit connections and illicit discharges and reducing the level of contamination of stormwater and urban runoff in the municipal stormwater system; and system.
3. Regulating non-stormwater discharges to the municipal stormwater

B. The intent of this chapter is to protect and enhance the quality of watercourses, water bodies, and wetlands within the City in a manner consistent with the federal Clean Water Act, the California Porter-Cologne Water Quality Control Act and the Municipal NPDES Permit.

C. This chapter is also intended to provide the City with the legal authority necessary to control discharges to and from those portions of the municipal stormwater system over which it has jurisdiction as required by the Municipal NPDES Permit, and fully and timely comply with the terms of the Municipal NPDES Permit while the Watershed Management Program is being developed by the permittees under the Municipal NPDES Permit, and in contemplation of the subsequent amendment of this chapter or adoption by the City of additional provisions of this chapter to implement the subsequently adopted Watershed Management Program, or other programs developed under the Municipal NPDES Permit.

D. This chapter also sets forth requirements for the construction and operation of certain commercial development, new development and redevelopment and other projects (as further defined herein) which are intended to ensure compliance with the stormwater mitigation measures prescribed in the current MS4 Permit This chapter authorizes the Director to define and adopt applicable best management practices and other stormwater pollution control measures, as provided herein, to carry out all

inspections including entering entities discharging to the MS4, conduct surveillance, conduct monitoring, cite infractions and to impose fines pursuant to this chapter. Except as otherwise provided herein, the Director shall administer, implement and enforce the provisions of this section.

E. The City Council shall approve and enter into interagency agreements as deemed necessary by the City Council to control the contribution of pollutants of the shared MS4.

#### **52.04 Definitions.**

Except as specifically provided herein, any term used in this chapter shall be defined as that term is defined in the current Municipal NPDES Permit, or if it is not specifically defined in the Municipal NPDES Permit, then as such term is defined in the Federal Clean Water Act, as amended, or the regulations promulgated thereunder. If the definition of any term contained in this section conflicts with the definition of the same term in the current Municipal NPDES Permit, then the definition contained in the Municipal NPDES Permit shall govern. The following words and phrases shall have the following meanings when used in this chapter:

"Area susceptible to runoff" means any surface directly exposed to precipitation or in the path of runoff caused by precipitation which path leads off the parcel on which the surface is located.

"Automotive service facilities" means a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. For inspection purposes, Permittees need not inspect facilities with SIC codes 5013, 5014, 5511, 5541, 7532-7534, and 7536-7539 provided that these facilities have no outside activities or materials that may be exposed to stormwater

"Best Management Practices (BMPs)" means practices or physical devices or systems designed to prevent or reduce pollutant loading from stormwater or non-stormwater discharges to receiving waters, or designed to reduce the volume of stormwater or non-stormwater discharged to the receiving water. Examples of BMPs may include public education and outreach, proper planning of development projects, proper cleaning of catch basin inlets, and proper sludge- or waste-handling and disposal, among others.

"Biofiltration" means a LID BMP that reduces stormwater pollutant discharges by intercepting rainfall on vegetative canopy, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term "biofiltration" as used in this chapter is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the Regional Board's Executive Officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales.

"Bioretention" means a LID BMP that reduces stormwater runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum 2-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary storage pit dug into the in-situ soil. As defined in this Ordinance, a bioretention BMP may be designed with an overflow drain, but may not include an underdrain. When a bioretention BMP is designed or constructed with an underdrain it is regulated by the Municipal NPDES Permit as biofiltration.

"Bioswale" means a LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect stormwater runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes.

"City" means the City of Santa Fe Springs, California.

"Clean Water Act (CWA)" means the Federal Water Pollution Control Act enacted in 1972, by Public Law 92-500, and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to Waters of the United States unless the discharge is in accordance with an NPDES permit.

"Commercial development" means any development on private land that is not heavy industrial or residential. The category includes, but is not limited to: hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities, mini-malls and other business complexes, shopping malls, hotels, office buildings, public warehouses and other light industrial complexes.

"Commercial Malls" means any development on private land comprised of one or more buildings forming a complex of stores which sells various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers

"Construction" means any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that result in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. See "Routine Maintenance" definition for further explanation. Where clearing, grading or excavating of underlying soil takes place during a repaving operation, State General Construction Permit coverage by the State of California General Permit for Storm Water Discharges Associated with Industrial Activities or for Stormwater Discharges Associated with Construction Activities is required if more than one acre is disturbed or the activities are part of a larger plan

"Control" means to minimize, reduce, eliminate, or prohibit by technological, legal, contractual or other means, the discharge of pollutants from an activity or activities.

"Development" means any construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single family, multi-unit or planned unit development); industrial, commercial, retail and other nonresidential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

"Directly adjacent" means situated within two hundred (200) feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

"Director" means the City's City Manager or his or her designee.

"Discharge" means when used without qualification the discharge of a pollutant. "Discharge of a pollutant" means any addition of any pollutant or combination of pollutants to waters of the United States from any point source or, any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation. The term discharge includes additions of pollutants into waters of the United States from: surface runoff which is collected or channeled by a state, municipality, or other person which do not lead to treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works.

"Discharging" directly means outflow from a drainage conveyance system that is composed entirely or predominantly of flows from the subject, property, development, subdivision, or industrial facility, and not commingled with the flows from adjacent lands.

"Discretionary project" is defined in the same manner as Section 15357 of the Guidelines for Implementation of the California Environmental Quality Act contained in Title 14 of the California Code of Regulations, as amended, and means a project which requires the exercise of judgment or deliberation when the City decides to approve or disapprove a particular activity, as distinguished from situations where the City merely has to determine whether there has been conformity with applicable statutes, ordinances or regulations.

"Disturbed area" means an area that is altered as a result of clearing, grading, and/or excavation.

"Environmentally sensitive area (ESA)" means an area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would be easily disturbed or degraded by human activities and developments (California Public Resources Code § 30107.5). Areas subject to storm water mitigation requirements are areas designated as Significant Ecological Areas by the County of Los Angeles (Los Angeles County Significant Areas Study, Los Angeles County Department of Regional Planning (1976) and amendments); an area

designated as a Significant Natural Area by the California Department of Fish and Games Significant Natural Areas Program, provided that area has been field verified by the Department of Fish and Game; an area listed in the Basin Plan as supporting the Rare, Threatened, or Endangered Species (RARE) beneficial use; and an area identified by the City as environmentally sensitive.

"Flow-through treatment BMPs" means a modular, vault type "high flow biotreatment" devices contained within an impervious vault with an underdrain or designed with an impervious liner and an underdrain.

"Full Capture System" means any single device or series of devices, certified by the Executive Officer, that traps all particles retained by a 5 mm mesh screen and has a design treatment capacity of not less than the peak flow rate Q resulting from a one- year, one-hour storm in the sub-drainage area.

"Good housekeeping practices" means common practices related to the storage, use or cleanup of materials, performed in a manner that minimizes the discharge of pollutants. Examples include, but are not limited to, purchasing only the quantity of materials to be used at a given time, use of alternative and less environmentally harmful products, cleaning up spills and leaks, and storing materials in a manner that will contain any leaks or spills.

"General Construction Activities Storm Water Permit (GCASP)" means the general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from construction activities under certain conditions.

"General Industrial Activities Storm Water Permit (GIASP)" means the general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from certain industrial activities under certain conditions.

"Green Roof" means a LID BMP using planter boxes and vegetation to intercept rainfall on the roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an underdrain.

"Hillside" means property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is twenty-five percent (25%) or greater and where grading contemplates cut or fill slopes.

"Illicit connection" means any human-made conveyance that is connected to the storm drain system without a permit, excluding gutters, roof-drains and other similar connections. Examples include channels, pipelines, conduits, inlets or outlets that are connected directly to the storm drain system.

"Illicit discharge" means any discharge to the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations. This



includes all non-stormwater discharges except discharges pursuant to a separate NPDES permit and discharges that are exempted or conditionally exempted in accordance with Part III the Municipal NPDES permit.

"Industrial/Commercial Facility" means any facility involved and/or used in the production, manufacture, storage, transportation, distribution, exchange or sale of goods and/or commodities, and any facility involved and/or used in providing professional and non-professional services. This category of facilities includes, but is not limited to, any facility defined by either the Standard Industrial Classifications (SIC) or the North American Industry Classification System (NAICS). Facility ownership (federal, state, municipal, private) and profit motive of the facility are not factors in this definition.

"Industrial Park" means land development that is set aside for industrial development. Industrial parks are usually located close to transport facilities, especially where more than one transport modalities coincide: highways, railroads, airports, and navigable rivers. It includes office parks, which have offices and light industry.

"Infiltration BMP" means a LID BMP that reduces stormwater runoff by capturing and infiltrating the runoff into in-situ soils or amended onsite soils. Examples of infiltration BMPs include infiltration basins, dry wells, and pervious pavement.

"Infiltration" means the downward entry of water into the surface of the soil.

"Low Impact Development (LID)" consists of building and landscape features designed to retain or filter stormwater runoff.

"Material" means any substance including, but not limited to: garbage and debris; lawn clippings, leaves, and other vegetation; biological and fecal waste; sediment and sludge; oil and grease; gasoline; paints, solvents, cleaners, and any fluid or solid containing chemicals.

"Municipal NPDES Permit" means the Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the Incorporated Cities Therein, Except the City of Long Beach (Order No. R4-2012-0175), NPDES Permit No. CAS00401), issued by the California Regional Water Quality Control Board—Los Angeles Region, and any successor permit to that permit.

"Municipal Separate Storm Sewer System (MS4)" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;

2. Designed or used for collecting or conveying stormwater;
3. Which is not a combined sewer; and
4. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR Section 122.2.

"New development" means land-disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

"Non-stormwater discharge" means any discharge to a municipal stormwater system that is not composed entirely of stormwater.

"NPDES permit" means any waste discharge requirements issued by the Regional Board or the State Water Resources Control Board in the form of an NPDES permit pursuant to Water Code Section 13370 (other than the Municipal NPDES Permit).

"Outfall" means a point source as defined by 40 CFR 122.2 at the point where a municipal separate storm sewer discharges to waters of the United States and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances with connect segments of the same stream or other waters of the United States and are used to convey waters of the United States. (40 CFR Section 122.26(b)(9))

"Parking lot" means land area or a facility for the parking or storage of motor vehicles used for businesses, commerce, industry or personal use with a lot size of five thousand (5,000) square feet or more of surface area, or with twenty-five (25) or more parking spaces.

"Planning priority projects" means those projects specified in Section 52-11 of this chapter that are required to incorporate appropriate storm water mitigation measures into the design plan for their respective projects.

"Pollutant" means those pollutants defined in Section 502(6) of the federal Clean Water Act (33 U.S.C. Section 1362(6)), or incorporated into California Water Code Section 13373. Examples of pollutants include, but are not limited to the following:

1. Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash and sludge);
2. Metals such as cadmium, lead, zinc, copper, silver, nickel, chromium, and nonmetals such as phosphorus and arsenic;
3. Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);

4. Excessive eroded soils, sediment and particulate materials in amounts which may adversely affect the beneficial use of the receiving waters, flora or fauna of the state;
5. Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables and show facilities);
6. Substances having characteristics such as pH less than six or greater than nine, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus;

The term "pollutant" shall not include uncontaminated stormwater, potable water or reclaimed water generated by a lawfully permitted water treatment facility.

"Project" means all development, redevelopment, and land disturbing activities. The term is not limited to "Project" as defined under CEQA (California Public Resources Code Section 21065).

"Rainfall Harvest and Use" means a LID BMP system designed to capture runoff, typically from a roof but can also include runoff capture from elsewhere within the site, and to provide for temporary storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the local building department (Order No. R4-2012-0175).

"Receiving Water" means "water of the United States" into which waste and/or pollutants are or may be discharged.

"Redevelopment" means land-disturbing activity that result in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of routine maintenance activity; and land disturbing activity related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

"Regional Board" means the California Regional Water Quality Control Board—Los Angeles Region.

"Restaurant" means a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption. (SIC Code 5812).

"Retail gasoline outlet" means any facility engaged in selling gasoline and lubricating oils.

"Routine Maintenance" includes, but is not limited to projects conducted to:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.
2. Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.
3. Includes road shoulder work, regrading dirt or gravel roadways and shoulders and performing ditch cleanouts.
4. Update existing lines and facilities, which include replacing existing lines with new materials or pipes, to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
5. Repair leaks.

Routine maintenance does not include construction of new lines or facilities resulting from compliance with applicable codes, standards and regulations.

"Runoff" means any runoff including storm water and dry weather flows from a drainage area that reaches a receiving water body or subsurface. During dry weather it is typically comprised of base flow either contaminated with pollutants or uncontaminated, and nuisance flows.

"Site" means the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

"Source control BMP" means any schedule of activities, prohibition of practices, maintenance procedures, managerial practices or operational practices that aim to prevent stormwater pollution by reducing the potential for contamination at the source of pollution.

"Standard urban stormwater mitigation plan" or "SUSMP" means a report submitted by an applicant for approval by the Director prior to issuance of a building, grading, planning or similar permit outlining the necessary LID requirements and BMPs which must be incorporated into design plans for development or redevelopment projects.

"Storm Drain System" means any facility or any parts of the facility, including streets, gutters, conduits, natural or artificial drains, channels and watercourse that are used for the purpose of collecting, storing, transporting or disposing of stormwater and are located within the City.

"Stormwater runoff" means that part of precipitation (rainfall) which travels via flow across a surface to the MS4 or receiving waters from impervious, semi-pervious or pervious surfaces. When all other factors are equal, runoff increases as the perviousness of a surface decreases.

"Structural BMP" means any structural facility designed and constructed to mitigate the adverse impacts of stormwater and urban runoff pollution (e.g. canopy, structural enclosure). Structural BMPs may include both treatment control BMPs and source control BMPs.

"Treatment" means the application of engineered systems that use physical, chemical or biological processes to remove pollutants. Such processes include, but are not limited to, filtration, gravity settling, media adsorption, biodegradation, biological uptake, chemical oxidation and UV radiation.

"Treatment control BMP" means any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media adsorption or any other physical, biological or chemical process.

"Urban runoff" means surface water flow produced by non-stormwater resulting from residential, commercial and industrial activities involving the use of potable and nonpotable water.

#### **52.05 Construction and application.**

This chapter shall be construed to assure consistency with the requirements of the federal Clean Water Act and acts amendatory or supplementary to the Federal Clean Water Act, applicable implementing regulations, and the Municipal NPDES Permit, and any amendment, revision or reissuance of the Municipal NPDES Permit.

#### **52.06 No taking.**

The provisions of this chapter shall not operate to deprive any property owner of substantially all of the market value of such owner's property or otherwise constitute an unconstitutional taking without compensation.

#### **52.07 Prohibited activities.**

A. Illicit Discharges and Connections. It is prohibited to commence, establish, use, maintain or continue any illicit connections to the MS4 or any illicit discharges to the MS4. This prohibition against illicit connections applies to the use, maintenance or continuation of any illicit connection, whether that connection was established prior to or after the effective date of this chapter.

B. Littering. No person shall throw, deposit, place, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any or private plot of land in the City, so that the same might be or become a pollutant. No person shall throw or deposit litter in any fountain, pond, lake, stream, or other body of water within the City. This section shall

not apply to refuse, rubbish or garbage deposited in containers, bags or other appropriate receptacles which are placed in designated locations for regular solid waste pick-up and disposal.

C. Disposal of Landscape Debris. No person shall dispose of leaves, dirt, or other landscape debris into the municipal separate stormwater system.

D. Non-stormwater Discharges. The following non-stormwater discharges into the MS4 are prohibited unless in compliance with a separate NPDES permit or pursuant to a discharge exemption by the Regional Board, the Regional Board's Executive Officer, or the State Water Resources Control Board:

1. The discharge of untreated wash waters to the MS4 when gas stations, auto repair garages, or other type of automotive service facilities are cleaned;
2. The discharge of untreated wastewater to the MS4 from mobile auto washing, steam cleaning, mobile carpet cleaning, and other such mobile commercial and industrial operations;
3. To the maximum extent practicable, discharges to the MS4 from areas where repair of machinery and equipment, including motor vehicles, which are visibly leaking oil, fluid or antifreeze, is undertaken;
4. Discharges of untreated runoff to the MS4 from storage areas of materials containing grease, oil, or other hazardous substances, and uncovered receptacles containing hazardous materials;
5. Discharges of commercial/municipal swimming pool filter backwash to the MS4;
6. Discharges of untreated runoff from the washing of toxic materials from paved or unpaved areas to the MS4; provided, however, that nonindustrial and noncommercial activities which incidentally generate urban runoff, such as the hosing of sidewalks, shall be excluded from this prohibition;
7. To the maximum extent practicable, discharges to the MS4 from washing impervious surfaces in industrial/commercial areas which results in a discharge of untreated runoff to the MS4, unless specifically required by state law, or the City's Municipal code, or Los Angeles County's Health and Safety Codes, or permitted under a separate NPDES permit;
8. Discharges from the washing out of concrete trucks into the MS4;
9. Discharges to the MS4 of any pesticide, fungicide or herbicide, banned by the USEPA or the California Department of Pesticide Regulation; or
10. The disposal of hazardous wastes into trash containers used for municipal trash disposal where such disposal causes or threatens to cause a direct or indirect discharge to the MS4.

E. Car Washing. No motor vehicle, boat, trailer, or other type of mobile transportation may be washed, other than at a commercial carwash, unless such vehicle is being washed by:

1. A resident at their residence using a hand-held bucket or a water hose equipped with an automatic shutoff nozzle as long as water does not flow onto

streets; or

2. A business that has an approved car wash facility for its fleet vehicles, provided that water does not flow onto streets.

**52.08 Exempted discharges, conditionally exempted discharges or designated discharges.**

A. Discharges from those activities specifically identified in, or pursuant to, Part III.A.1-3 of the Municipal NPDES Permit as being exempted discharges, conditionally exempted discharges or designated discharges shall not be considered a violation of this chapter; provided that, consistent with Part III.A.1-3 of the Municipal NPDES Permit:

1. Any applicable BMPs developed pursuant to the Municipal NPDES Permit are implemented to minimize any adverse impacts from such identified sources;

2. The discharger meets all notification, reporting and recordkeeping requirements; and

3. The discharge has conducted all applicable monitoring requirements.

B. Discharges in Violation of the Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of the Municipal NPDES Permit, either separately or in combination with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such person(s) shall defend, indemnify and hold harmless the City from all losses, liabilities, claims or causes of actions in any administrative or judicial action relating to such discharge.

**52.09 Good housekeeping provisions.**

Owners and occupants of property within the City shall comply with the following requirements:

A. Septic Waste. No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste to precipitation in an area where a discharge to City streets or MS4 may or does occur.

B. Use of Water. Runoff of water used for irrigation purposes shall be minimized to the maximum extent practicable. Runoff of water from the permitted washing down of paved areas shall be minimized to the maximum extent practicable.

C. Storage of Materials, Machinery and Equipment. Machinery or equipment that is to be repaired or maintained in areas susceptible to or exposed to stormwater, shall be placed in a manner so that leaks, spills and other maintenance-related pollutants are not discharged to the MS4.

D. Removal and Disposal of Debris from Industrial/Commercial Motor Vehicle Parking Lots. Industrial/commercial motor vehicle parking lots with more than twenty-five (25) parking spaces that are located in areas potentially exposed to stormwater shall be swept regularly or other equally effective measures shall be utilized to remove debris from such parking lots.

E. Food Wastes. Food wastes generated by nonresidential food service and food distribution sources shall be properly disposed of and in a manner so such wastes are not discharged to the MS4.

F. Best Management Practices. Best management practices shall be used in areas exposed to stormwater for the removal and lawful disposal of all fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries, or other materials which have potential adverse impacts on water quality.

G. Maintenance of Structural BMPs. Structural BMPs shall be properly operated and maintained, consistent with the approved SUSMP. Records and documentation of such maintenance shall be provided to the Director upon request.

#### **52.10 Requirements for industrial/commercial and construction activities.**

A. Industrial/Commercial and Construction Related Dischargers Generally. Each discharger associated with industrial/commercial activity or construction activity, or other discharger described in any general NPDES permit addressing such discharges, as may be issued by the U.S. Environmental Protection Agency, the State Water Resources Control Board, or the Regional Board shall comply with all requirements of such NPDES permit and the City's development construction program. Each discharger identified in an individual NPDES permit shall comply with and undertake all activities required by such permit. Proof of compliance with any such NPDES permit and the City's development construction program may be required in a form acceptable to the Director prior to the issuance of any grading, building or occupancy permits, or any other type of permit or license issued by the City.

B. Source Control BMPs for Industrial/Commercial Facilities. Industrial/commercial facilities shall implement the effective source control BMPs listed in Table 10 of Part VI.D.6.f. of the Municipal NPDES Permit, unless a particular pollutant generating activity does not occur on a facility's site.

#### **52.11 Standard urban stormwater mitigation plan (SUSMP) and low impact development (LID) requirements for new development and redevelopment projects.**

a. Objective. Pursuant to Part VI.D.7.b of the Municipal NPDES Permit, the provisions of this section establish requirements for construction activities and facility operations of development and redevelopment projects to comply with the current Municipal NPDES Permit to lessen the water quality impacts of development by using smart growth practices and integrate LID practices and standards for stormwater pollution mitigation through means of infiltration, evapotranspiration, biofiltration, and rainfall harvest and use. Except as otherwise provided herein, the City shall administer,



implement and enforce the provisions of this section.

b. Scope. This section contains requirements for stormwater pollution control measures in development and redevelopment projects and authorizes the City to further define and adopt stormwater pollution control measures, and to develop LID principles and requirements, including but not limited to the objectives and specifications for integration of LID strategies. As specified in this section, certain Planning Priority Projects shall meet the requirements of this section through the preparation and submittal of a standard urban stormwater mitigation plan (SUSMP), which shall include the applicable LID requirements set forth in this section as an element of the SUSMP.

c. Applicability – Planning Priority Projects. The following development and redevelopment projects shall be designated as Planning Priority Projects, which are subject to City conditioning and approval for the design and implementation of post-construction controls to mitigate storm water pollution prior to completion of the projects, and shall meet the requirements of this section:

(1) New Development Projects.

- a. All development projects equal to one (1) acre or greater of disturbed area that adds more than 10,000 square feet of impervious surface area.
- b. Industrial parks 10,000 square feet or more of surface area.
- c. Commercial malls 10,000 square feet or more of surface area
- d. Retail gasoline outlets with 5,000 square feet or more of surface area.
- e. Restaurants (Standard Industrial Classification (SIC) of 5812) with 5,000 square feet or more of surface area.
- f. Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces.
- g. Streets and roads construction of 10,000 square feet or more of impervious surface area. Street and road construction applies to standalone streets, roads, highways, and freeway projects, and also applies to streets within larger projects.
- h. Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) 5,000 square feet or more of surface area.
- i. Projects located in or directly adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA), where the

development will:

1. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and
2. Create 2,500 square feet or more of impervious surface area.

j. Single-family hillside homes.

(2) Redevelopment Projects

a. Land disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site on Planning Priority Project categories.

b. Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.

c. Where Redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.

d. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

e. Existing single-family dwelling and accessory structures are exempt from the Redevelopment requirements unless such projects create, add, or replace 10,000 square feet of impervious surface area.

f. Specific Requirements. The site for every Planning Priority Project shall be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use. In addition, the following specific requirements apply:

1. New Single-Family Hillside Homes. A new single-

family hillside home development project shall include mitigation measures to:

- a. Conserve natural areas;
- b. Protect slopes and channels;
- c. Provide storm drain system stenciling and signage;
- d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
- e. Direct surface flow to vegetated areas before discharge, unless the diversion would result in slope instability.

2. Street and Road Construction of 10,000 square feet or more. Street and road construction of 10,000 square feet or more of impervious surface shall follow the City's Green Streets Manual developed by the Director and approved by City Council resolution. The City's Green Street Manual shall be based on the USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009).

3. Remainder of Planning Priority Projects Require a SUSMP. Except for the projects listed in paragraphs (1) and (2) of subsection D of this section, all other Planning Priority Projects shall prepare and submit to the Director for review and approval a SUSMP which shall also contain LID requirements consistent with Parts VI.D.7.c and VI.D.7.d(iii) of the Municipal NPDES Permit. In addition, Planning Priority Projects subject to this paragraph (3) shall do the following:

a. Incorporate the SUSMP into Project Plans. An applicant for a Planning Priority Project identified in paragraph (3) of subsection D of this section shall incorporate into the applicant's project plans a Storm Water Mitigation Plan (SWMP), which includes those BMPs necessary to control storm water pollution from construction activities and facility operations, as set forth in the SUSMP applicable to the applicant's project. Structural or Treatment Control BMPs (including, as applicable, post- construction treatment control BMPs) set forth in project plans shall meet the design standards set forth in the SUSMP and the current Municipal NPDES Permit.

b. Verify Maintenance of BMPs. If a project applicant has included or is required to include structural or treatment control BMPs in project plans, the applicant shall provide verification of maintenance provisions. The verification shall include the applicant's signed statement, as part of its project application, accepting responsibility for all structural and treatment control BMP maintenance until such time, if any, the property is transferred.

E. Issuance of Discretionary Permits. No discretionary permit may be issued for any Planning Priority Project identified in this section until the Director confirms the project plans comply with the applicable requirements of this section.

F. Issuance of Certificates of Occupancy. As a condition for issuing a certificate of occupancy for a Planning Priority Project identified in this section, the Director shall require facility operators and/or owners to build all the stormwater pollution control BMPs and structural or treatment control BMPs that are shown on the approved project plans and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the SUSMP and other applicable regulatory requirements.

G. Transfer of Properties Subject to Requirement for Maintenance of Structural and Treatment Control BMPs.

1. The transfer or lease of a property subject to a requirement for maintenance of structural and treatment control BMPs shall include conditions requiring the transferee and its successors and assigns to either (a) assume responsibility for maintenance of any existing structural or treatment control BMP or (b) to replace an existing structural or treatment control BMP with new control measures or BMPs meeting the then current standards of the City and the SUSMP. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all structural or treatment control BMPs at least once a year and retain proof of inspection.

2. For residential properties where the structural or treatment control BMPs are located within a common area which will be maintained by a homeowners association, language regarding the responsibility for maintenance shall be included in the projects conditions, covenants and restrictions (CC&Rs). Printed educational materials will be required to accompany the first deed transfer to highlight the existence of the requirement and to provide information on what stormwater management facilities are present, signs that maintenance is needed, and how the necessary maintenance can be performed. The transfer of this information shall also be required with any subsequent sale of the property.

3. If structural or treatment control BMPs are located within an area proposed for dedication to a public agency, said BMPs shall be the responsibility of the developer until the dedication is accepted by the public agency.

H. CEQA. Provisions of this section shall be complementary to, and shall not replace, any applicable requirements for stormwater mitigation required under the California Environmental Quality Act.

## **52.12 Enforcement.**

A. Violations Deemed a Public Nuisance.

1. The following violations shall be deemed a public nuisance:

a. Any condition caused or permitted to exist in violation of any of the provisions of this chapter; or

b. Any failure to comply with any applicable requirement of either the SUSMP or an approved stormwater mitigation plan with respect to a property; or

c. Any false certification or verification, or any failure to comply with a certification or verification provided by a project applicant or the applicant's successor in interest; or

d. Any failure to properly operate and maintain any structural or treatment control BMP on a property in accordance with an approved stormwater mitigation plan or the SUSMP, is determined to be a threat to the public health, safety and welfare, is declared and deemed a public nuisance, and may be abated or restored by any Director, and a civil or criminal action to abate, enjoin or otherwise compel the cessation of such nuisance may be brought by the City Attorney.

2. The cost of such abatement and restoration shall be borne by the owner of the property and the cost shall be billed to the owner of the property, as provided by law or ordinance for the recovery of nuisance abatement costs,

3. If any violation of this chapter constitutes a seasonal and recurrent nuisance, the Director shall so declare. The failure of any person to take appropriate annual precautions to prevent stormwater pollution after written notice of a determination under this section shall constitute a public nuisance and a violation of this chapter.

B. Concealment. Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of such provision.

C. Civil Actions. In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek any or all of the following remedies:

1. A temporary and/or permanent injunction;
2. Assessment of the violator for the costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this section;
4. Costs incurred in removing, correcting or terminating the adverse effects resulting from violation;
5. Compensatory damages for loss or destruction to water quality, wildlife,

fish and aquatic life.

D. Administrative Enforcement Powers. In addition to the other enforcement powers and remedies established by this chapter, the Director has the authority to utilize the following administrative remedies:

1. Cease and Desist Orders. When a discharge has taken place or is likely to take place in violation of this chapter, the Director may issue an order to cease and desist such discharge, or practice or operation likely to cause such discharge and direct that those persons not complying shall: (a) comply with the requirement; (b) comply with a time schedule for compliance; and (c) take appropriate remedial or preventive action to prevent the violation from recurring.
2. Notice to Clean. Whenever the Director finds any oil, earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or any other material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds, which may result in pollutants entering the MS4 or a non-stormwater discharge to the MS4, he or she may give notice to the owner or occupant of the adjacent property to remove such oil earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or other material, in any manner that he or she may reasonably provide. The recipient of such notice shall undertake the activities as described in the notice.

E. Penalties. Violation of this chapter shall be punishable as provided in Chapter 1.16 of this code. Each day that a violation continues shall constitute a separate offense.

F. Permit Revocation. To the extent the City makes a provision of this chapter or any identified BMP a condition of approval to the issuance of a permit or license, any person in violation of such condition is subject to the permit revocation procedures set forth in this code.

G. Burden of Proof. In an enforcement action, the burden of proof shall be on the person who is the subject of such action to establish that the reduction or elimination of the discharge to the maximum extent practicable has been accomplished through compliance with the best management practices available, including applicable monitoring, notifications and reporting requirements.

H Remedies. Remedies under this chapter are in addition to and do not supersede or limit any and all other available remedies, civil or criminal. The remedies provided for in this chapter shall be cumulative and not exclusive.

- A. Fees for Plan Reviews, Inspections, Violations Corrections and tasks associated with this Section shall be established by Resolution of the City Council.



## **Green Streets Manual**

**April 2014**



## **TABLE OF CONTENTS**

Section 1 – Introduction .....	1
1.1 What are Green Streets? .....	1
1.2 Why are Green Streets being required? .....	1
1.3 Planning and Development .....	2
1.3.1 Site Considerations .....	3
1.3.2 Design Considerations .....	3
1.3.3 BMP Sizing for Applicable Green Streets Projects .....	4
1.3.4 Alternative Compliance Options for Applicable Green Streets Projects .....	4
1.3.5 Infiltration Considerations .....	5
Section 2 – Infiltration .....	10
2.1 Infiltration Trenches and Dry Wells .....	10
2.2 Rain Gardens .....	12
2.3 Permeable Pavement .....	13
Section 3 – Biotreatment .....	15
3.1 Bioretention .....	16
3.2 Flow-Through Planters .....	17
3.3 Vegetated Swales .....	18
3.4 Vegetated Buffer Strips .....	19
Section 4 – Treatment BMPs .....	20
4.1 sand Filters & Storm Drain Inlet Protections .....	20
Section 5 – Street Trees .....	22
5.1 Street Trees .....	22
Section 6 – Definitions .....	23
Section 7 – References .....	25

## **SECTION 1 – INTRODUCTION**

### **1.1 WHAT ARE GREEN STREETS?**

Roads present many opportunities for green infrastructure application. One principle of green infrastructure involves reducing and treating stormwater close to its source. Urban transportation right-of-ways integrated with green techniques are often called “green streets.” Green streets provide source controls for stormwater runoff and pollutant loads. In addition, green infrastructure approaches complement street facility upgrades, street aesthetic improvements, and urban tree canopy efforts that also make use of the right-of-way and allow it to achieve multiple goals and benefits. Using the right-of-way for treatment of stormwater runoff links green with grey infrastructure by making use of the engineered conveyance of roads and providing connections to conveyance systems when needed.

Green streets are beneficial for new road construction and retrofits. They can provide substantial economic benefits when used in transportation applications. Coordinating green infrastructure installation with broader transportation improvements can reduce the cost of stormwater management by including it within larger infrastructure improvements. A large municipal concern regarding green infrastructure use is maintenance access; using roads and right-of-ways as locations for green infrastructure not only addresses a significant pollutant source, but also alleviates access and maintenance concerns by using public space. Also, right-of-way installations allow for easy public maintenance.

Green streets can incorporate a wide variety of design elements including street trees, permeable pavements, bioretention, and swales. Although the design and appearance of green streets will vary, the functional goals are the same; provide source control of stormwater, limit its transport and pollutant conveyance to the collection system, restore pre-development hydrology to the maximum extent practicable, and provide environmentally enhanced roads. Successful application of green techniques will encourage soil and vegetation contact and infiltration and retention of stormwater.

### **1.2 WHY ARE GREEN STREETS BEING REQUIRED?**

This Green Streets Manual provides guidance to comply with the MS4 Permit (Order Number R4-2012-0175) which requires that jurisdictions in Los Angeles County reduce contaminants in runoff to improve water quality in waterways. These requirements stem from the National Pollutant Discharge Elimination System (NPDES) requirements of the Clean Water Act (CWA).

The MS4 Permit requires Green Streets strategies to be implemented for transportation corridors. Transportation corridors represent a large percentage of the impervious area within Los Angeles and therefore generate a substantial amount of runoff from storm events. The altered flow regime from traditional roadways, increased runoff volume, and high runoff peak flows, are damaging to the environment and a risk to property downstream.

Traditionally, street design has focused on removing water from the street as quickly as possible and transferring it to storm drains, channels, and water bodies. Stormwater runoff can contain bacteria and other pollutants, and is thereby regulated at the state and local level (refer to *Table 1* for a list of pollutants typical of roads). Green Streets will help to transform the design of streets from the conventional method of moving water off-site as quickly as possible to a method of storing and treating water on-site for a cleaner discharge into the waters of the U.S.

Street and road construction applies to major arterials, state routes, highways, or rail lines used for the movement of people or goods by means of bus services, trucks, and vehicles, and transportation corridors within larger projects. Projects which are required to follow this Green Streets Guidance Manual include the following:

1. Street and road construction of 10,000 square feet or more of impervious surface area.
2. Street and road redevelopment resulting in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.
3. Street and road improvement with a cost of \$500,000 or more.

**Table 1: Examples of Stormwater Pollutants Typical of Roads (*Managing Wet Weather With Green Infrastructure Municipal Handbook: Green Streets, 2008*).**

<b>Pollutant</b>	<b>Source</b>	<b>Effects</b>
Trash	Littering	Physical damage to aquatic animals and fish, release of poisonous substances
Sediment/solids	Construction, unpaved areas	Increased turbidity, increased transport of soil bound pollutants, negative effects on aquatic organisms reproduction and function
Metals (Copper, Zinc, Lead, Arsenic)	Vehicle brake pads, vehicle tires, motor oil, vehicle emissions and engines, vehicle emissions, brake linings, automotive fluids	Toxic to aquatic organisms and can accumulate in sediments and fish tissues
Organics associated with petroleum (e.g., PAHs)	Vehicle emissions, automotive fluids, gas stations	Toxic to aquatic organisms
Nutrients	Vehicle emissions, atmospheric deposition	Promotes eutrophication and depleted dissolved oxygen concentrations

### **1.3 PLANNING AND DEVELOPMENT**

Ideally, a site would be designed to capture and use or infiltrate the entire runoff volume of a storm, however site and design constraints make it difficult to achieve that goal. This Green Streets Manual is designed to provide guidance with BMP selection based on site constraints typical to street design. Streetscape geometry, topography, and climate

determine the types of controls that can be implemented. The initial step in selecting a stormwater tool is determining the available open space and constraints. Stormwater controls should be selected using the hierarchy represented in *Figure 1*, the site guidelines represented in *Table 2*, and the location opportunities listed in *Table 3*.

### **1.3.1 Site Considerations**

Specific elements which should be given special consideration in the site assessment process for applicable Green Streets include:

- **Ownership of land adjacent to right of ways.** The opportunity to provide stormwater treatment may depend on the ownership of land adjacent to the right-of-way. Acquisition of additional right-of-way and/or access easements may be more feasible if land bordering the project is owned by relatively few land owners.
- **Location of existing utilities.** The location of existing storm drainage utilities can influence the opportunities for Green Streets infrastructure. For example, stormwater planters can be designed to overflow along the curb-line to an existing storm drain inlet, thereby avoiding the infrastructure costs associated with an additional inlet. The location of other utilities may limit the allowable placement of BMPs to only those areas where a clear pathway to the storm drain exists.
- **Grade differential between road surface and storm drain system.** Some BMPs require more head from inlet to outlet than others; therefore, allowable head drop may be an important consideration in BMP selection. Storm drain elevations may be constrained by a variety of factors in a roadway project (utility crossings, outfall elevations, etc.) that cannot be overcome and may override stormwater management considerations.
- **Longitudinal slope.** The suite of BMPs which may be installed on steeper road sections is more limited. Specifically, permeable pavement and swales are more suitable for gentle grades. Other BMPs may be more readily terraced to be used on steeper slopes.
- **Soil suitability.** Infiltration BMPs require specific types of soil. The site assessment should determine the type of soils on the site and the infiltration rate of the soils if infiltration BMPs are proposed.
- **Potential access opportunities.** A significant concern with installation of BMPs in major right of ways is the ability to safely access the BMPs for maintenance considering traffic hazards. Vehicle travel lanes and specific areas potentially hazardous for maintenance crews should be identified during the site assessment. The Green Streets WQMP should provide subsequent steps to avoid placing BMPs in the identified hazardous areas.

### **1.3.2 Design Considerations**

The drainage patterns of the project should be developed so that drainage can be routed to areas with BMP opportunities before entering storm drains. For example, if a median strip is present, a reverse crown should be considered, where allowed, so that stormwater can drain to a median swale. Likewise, standard peak-flow curb inlets should be located downstream of areas with potential for stormwater planters so that water can

first flow into the planter, and then overflow to the downstream inlet if capacity of the planter is exceeded. It is more difficult to apply green infrastructure after water has entered the storm drain.

Green Streets projects are not required to treat off-site runoff; however treatment of comingled off-site runoff may be used to off-set the inability to treat areas within the project for which significant constraints prevent the ability to provide treatment.

Applicable Green Streets projects should apply the following site design measures to the maximum extent practicable and as specified in the local permitting agency's codes:

- Minimize street width where feasible while maintaining traffic flow and public safety.
- Add tree canopy by planting or preserving trees/shrubs.
- Use porous pavement or pavers for low traffic roadways, on-street parking, shoulders or sidewalks.
- Integrate traffic calming measures in the form of bioretention curb extensions.

### **1.3.3 BMP Sizing for Applicable Green Streets Projects**

An 85<sup>th</sup> percentile standard design storm should be used to determine the appropriate size, slope, and materials of each facility. After identifying the appropriate stormwater facilities for a site, an integrated approach using several BMPs is encouraged. To increase water quality and functional hydrologic benefits, several stormwater management BMPs can be used in succession. This is called a treatment train approach. The control measures should be designed using available topography to take advantage of gravity for conveyance to and through each facility. All Green Streets designs must be based off of a published design standard.

The following steps should be used to size BMPs for applicable Green Streets projects:

1. Delineate drainage areas tributary to BMP locations and compute imperviousness.
2. Look up the recommended sizing method for the BMP selected in each drainage area and calculate target sizing criteria.
3. Design BMPs per a published design standard.
4. Attempt to provide the calculated sizing criteria for the selected BMPs.
5. If sizing criteria cannot be achieved, document the constraints that override the application of BMPs and provide the largest portion of the sizing criteria that can be reasonably provided given constraints. If BMPs cannot be sized to provide the calculated volume for the tributary area, it is still essential to design the BMP inlet, energy dissipation, and overflow capacity for the full tributary area to ensure that flooding and scour is avoided. It is strongly recommended that BMPs which are designed to less than their target design volume be designed to bypass peak flows.

### **1.3.4 Alternative Compliance Options for Applicable Green Streets Projects**

Alternative compliance programs should be considered for applicable Green Streets projects if on-site green infrastructure approaches cannot practicably treat the design

volume. The primary alternative compliance option for applicable Green Streets projects is the completion of off-site mitigation projects. The proponent would implement a project to reduce stormwater pollution for other portions of roadway or similar land uses when being reconstructed to the project in the same hydrologic unit, ideally as close to the project as possible and discharging to the same outfall.

#### **1.3.5 Infiltration Considerations**

Appropriate soils, infiltration media, and infiltration rates should be used for infiltration BMPs. If infiltration is proposed, a complete geotechnical or soils report should be undertaken to determine infiltration rates, groundwater depth, soil toxicity and stability, and other factors that will affect the ability and the desirability of infiltration. At a minimum, the infiltration capacity of the underlying soils shall be deemed suitable for infiltration (0.3 inches per hour or greater), appropriate media should be used in the BMP itself, the groundwater shall be located at a depth of ten feet or greater.

Figure 1: BMP Selection Flow Chart.

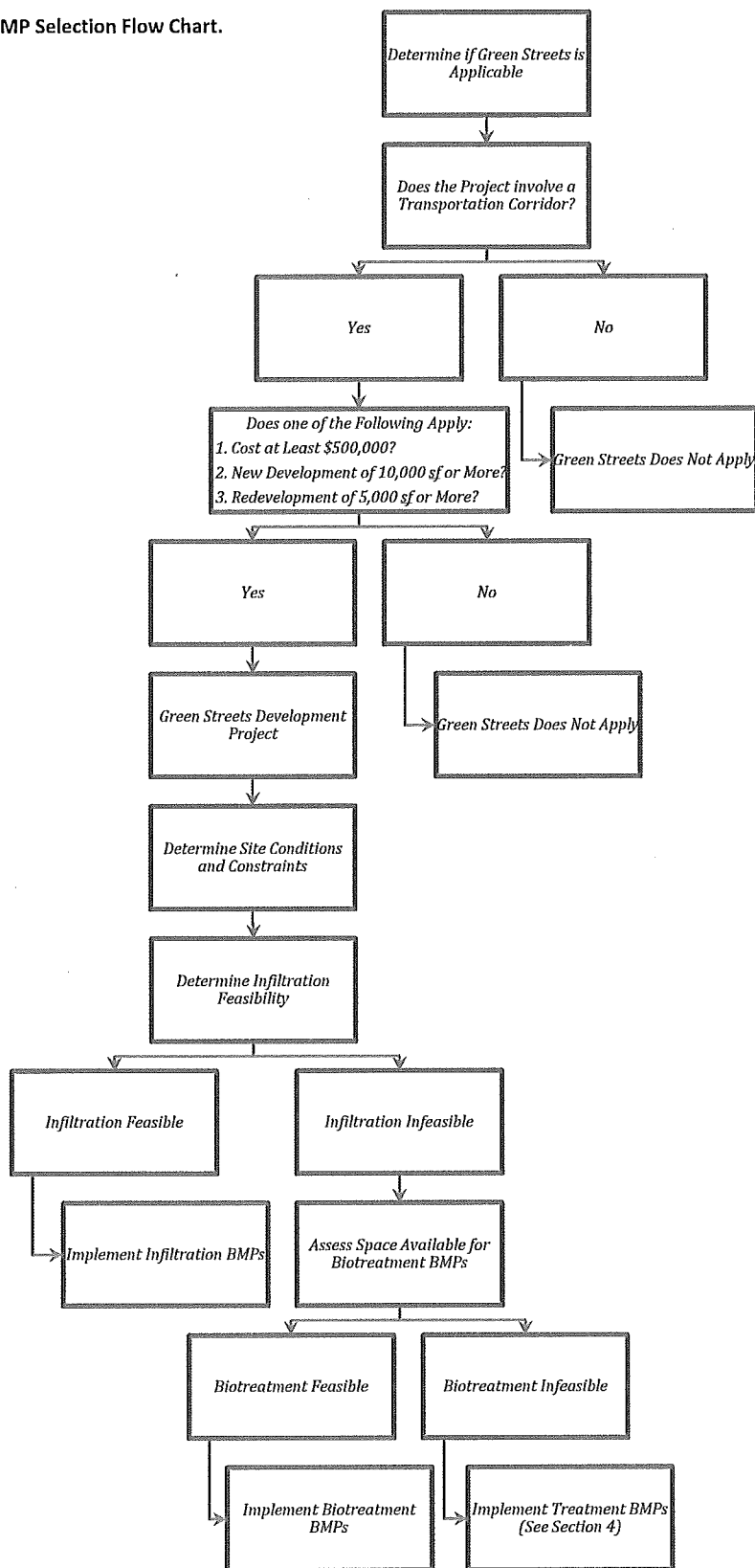


Table 2: BMP Selection by Street Context (Model for Living Streets Design Manual, 2011).

	STREET CONTEXT	BIORETENTION			DETENTION		PAVING	INLET PROTECTIONS		
		Swales	Planters	Vegetated Buffer Strips	Rain Gardens	Infiltration Trenches & Dry Wells		Storm Drain Inlet Screens	Storm Drain Filter Inserts	Pipe Filter Inserts
Commercial	Downtown Commercial		✓			✓	✓	✓	✓	✓
	Commercial Thoroughway		✓	✓		✓	✓	✓	✓	✓
	Neighborhood Commercial		✓	✓	✓	✓	✓	✓	✓	✓
Residential	Downtown Residential	✓	✓		✓	✓	✓	✓	✓	✓
	Residential Thoroughway	✓	✓		✓	✓	✓	✓	✓	✓
	Neighborhood Residential	✓	✓		✓	✓	✓	✓	✓	✓
Industrial And Mixed-Use	Industrial	✓	✓		✓	✓	✓	✓	✓	✓
	Mixed-Use		✓	✓	✓	✓	✓	✓	✓	✓
Special	Sidewalk Furniture Zone	✓	✓		✓	✓	✓	✓	✓	✓
	Park Edge	✓	✓		✓	✓	✓	✓	✓	✓
	Boulevard	✓	✓		✓	✓	✓	✓	✓	✓
Small	Ceremonial (Civic) Alley		✓			✓	✓	✓	✓	✓
	Shared Public Way		✓			✓	✓	✓	✓	✓
	Walk Street		✓	✓		✓	✓	✓	✓	✓



**Table 3: BMP Location Opportunity Summary.**

BMP	Location Opportunity Summary
Bioretention	<p>Adjacent to traveled way and in frontage or furniture sidewalk zones</p> <p><b>Can be located in</b> curb extensions, medians, traffic circles, roundabouts, and any other landscaped area</p> <p>Suitable for constrained locations</p>
Infiltration Trench/Dry Well	<p><b>Can be located</b> under sidewalks and in sidewalk planting strips, curb extensions, roundabouts, and medians</p>
Rain Gardens	<p><b>Can be</b> integrated medians, islands, circles, street ends, chicanes, and curb extensions</p> <p><b>Can be located</b> at the terminus of swales in the landscape</p>
Permeable Pavement	<p>Suitable for parking or emergency access lanes</p> <p><b>Can be located in</b> furniture zones of sidewalks especially adjacent to tree wells</p> <p><b>Cannot be placed in</b> areas with large traffic volume or heavy load lanes</p> <p>Avoid steep streets</p> <p>Cannot be placed within 20 feet of sub-sidewalk basements</p> <p>Cannot be within 50 feet of domestic water wells</p>
Flow-Through Planters	<p>Above-grade planters should be structurally separate from adjacent sidewalks</p> <p>At-grade planter systems can be installed adjacent to curbs within the frontage and/or furniture zones</p>
Vegetated Swales	<p><b>Can be located</b> adjacent to roadways, sidewalks, or parking areas</p> <p>Can be integrated into traffic calming devices such as chicanes and curb extensions</p> <p><b>Can be placed in</b> medians where the street drains to the median</p> <p><b>Can be placed</b> alongside streets and pathways</p> <p>Should be designed to work in conjunction with the street slope</p>
Vegetated Buffer Strips	<p><b>Can be located in</b> multi-way boulevards, park edge streets, or sidewalk furniture zones</p> <p>Can serve as pre-treatment</p>
Treatment BMPs	<p>Can be located in a catch basin, manhole, or vault</p> <p>Can be installed on an existing outlet pipe or at the bottom of an existing catch basin with an overflow</p> <p>Can be placed on existing curbside catch basins and flush grate openings</p>

## ***Green Streets Manual***

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	<p>Can be installed on the existing wall of a catch basin and on the curb side wall of a catch basin</p> <p>Minimum set-backs from foundations and slopes should be observed if the BMP is not lined</p>
Street Trees	<p>Can be placed on sidewalks, in furniture zones, and on medians</p> <p>Adequate spacing must be provided between trees and street lights, pedestrian lights, accessible parking spaces, bus shelters, awnings, canopies, balconies, and signs</p>

## SECTION 2 – INFILTRATION

Infiltration systems utilize rock, gravel, and other highly permeable materials for on-site infiltration. In these systems, stormwater runoff is directed to the system and allowed to infiltrate into the soils for on-site retention and groundwater recharge. During small storm events, infiltration systems can result in significant or even complete volume reduction of stormwater runoff.

Infiltration should be used to the maximum extent practicable. Biotreatment BMPs should be considered if infiltration is found to be infeasible due to low infiltration rates, soil instability, high groundwater, or soil contamination.

Infiltration BMPs may become damaged by stormwater carrying high levels of sediment, therefore pre-treatment features should be designed to treat street runoff prior to discharging to infiltration features. Media filters, filter inserts, vortex type units, bioretention devices, sumps, and sedimentation basins are several pre-treatment tools effective at removing sediment.

### 2.1 INFILTRATION TRENCHES AND DRY WELLS

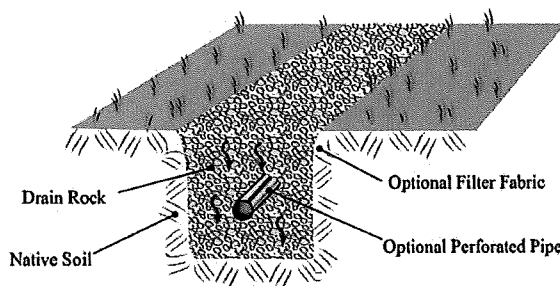


Figure 2: Infiltration Trench (*Model for Living Streets Design Manual, 2011*).

#### Description

Infiltration trenches are linear, rock-filled features that promote infiltration by providing a high ratio of sub-surface void space in permeable soils. They provide on-site stormwater retention and may contribute to groundwater recharge. Infiltration trenches may accept stormwater from sheet flow, concentrated flow from a swale or other surface feature, or piped flow from a catch basin. Because they are not flow-through BMPs, infiltration trenches do not have outlets but may have overflow outlets for large storm events.

Dry wells are typically distinguished from infiltration trenches by being deeper than they are wide. They are usually circular, resembling a well, and are backfilled with the same materials as infiltration trenches. Dry wells typically accept concentrated flow from surface features or from pipes and do not have outlets.

Infiltration trenches and dry wells are typically designed to infiltrate all flow they receive. In large storm events, partial infiltration of runoff can be achieved by providing an overflow outlet. In these systems, significant or even complete volume reduction is

possible in smaller storm events. During large storm events, these systems may function as detention facilities and provide a limited amount of retention and infiltration.

### **Location and placement guidelines**

Infiltration trenches and dry wells typically have small surface footprints so they are potentially some of the most flexible elements of landscape design. However, because they involve sub-surface excavation, these features may interfere with surrounding structures. Care needs to be taken to ensure that surrounding building foundations, pavement bases, and utilities are not damaged by infiltration features. Once structural soundness is ensured, infiltration features may be located under sidewalks and in sidewalk planting strips, curb extensions, roundabouts, and medians. When located in medians, they are most effective when the street is graded to drain to the median. Dry wells require less surface area than trenches and may be more feasible in densely developed areas.

Infiltration features should be sited on uncompacted soils with acceptable infiltration capacity. They are best used where soil and topography allow for moderate to good infiltration rates (0.3 inches per hour or better) and the depth to groundwater is at least 10 feet. Prior to design of any retention or infiltration system, proper soil investigation and percolation testing shall be conducted to determine appropriate infiltration design rates, depth to groundwater, and if soil will exhibit instability as a result of infiltration. Any site with potential for previous underground contamination shall be investigated. Infiltration trenches and dry wells can be designed as stand-alone systems when water quality is not a concern or may be combined in series with other stormwater tools.

Perforated pipes and piped inlets and outlets may be included in the design of infiltration trenches. Cleanouts should be installed at both ends of any piping and at regular intervals in long sections of piping, to allow access to the system. Access ports are recommended for both trenches and wells and can be combined with clean-outs. If included, the overflow inlet from the infiltration trench should be properly designed for anticipated flows.

## 2.2 RAIN GARDENS



Figure 3: Rain garden (*Model for Living Streets Design Manual, 2011*).

### **Description**

Rain gardens are vegetated depressions in the landscape. They have flat bottoms and gently sloping sides. Rain gardens can be similar in appearance to swales, but their footprints may be any shape. Rain gardens hold water on the surface, like a pond, and have overflow outlets. The detained water is infiltrated through the topsoil and subsurface drain rock unless the volume of water is so large that some must overflow. Rain gardens can reduce or eliminate off-site stormwater discharge while increasing on-site recharge.

### **Location and Placement Guidelines**

Rain gardens may be placed where there is sufficient area in the landscape and where soils are suitable for infiltration. Rain gardens can be integrated with traffic calming measures installed along streets, such as medians, islands, circles, street ends, chicanes, and curb extensions. Rain gardens are often used at the terminus of swales in the landscape.

## 2.3 PERMEABLE PAVEMENT

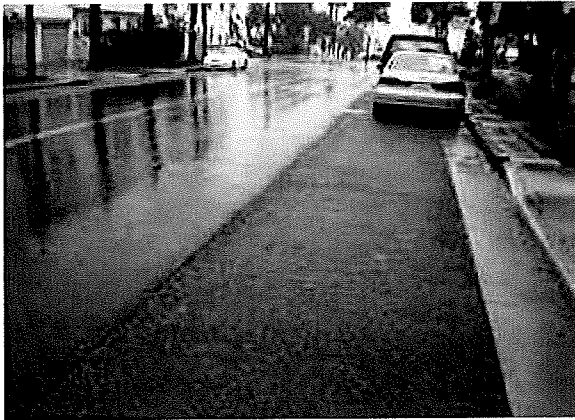


Figure 4: Permeable pavement during a storm event  
(*Model for Living Streets Design Manual, 2011*).

### Description

Permeable pavement is a system with the primary purpose of slowing or eliminating direct runoff by absorbing rainfall and allowing it to infiltrate into the soil. Permeable pavement also filters and cleans pollutants such as petroleum deposits on streets, reduces water volumes for existing overtaxed pipe systems, and decreases the cost of offsite or onsite downstream infrastructure. This BMP is impaired by sediment-laden run-on which diminishes its porosity. Care should be taken to avoid flows from landscaped areas reaching permeable pavement. Permeable pavement is, in certain situations, an alternative to standard pavement. Conventional pavement is designed to move stormwater off-site quickly. Permeable pavement, alternatively, accepts the water where it falls, minimizing the need for management facilities downstream.

## Location and Placement Guidelines

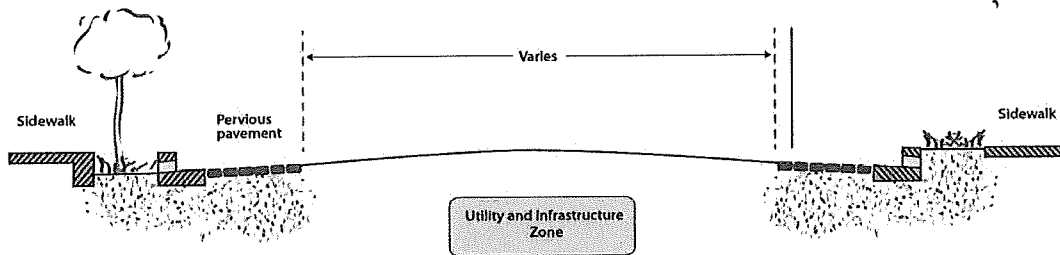


Figure 5: Possible pervious pavement design layout (*Model for Living Streets Design Manual, 2011*).

Conditions where permeable pavement should be encouraged include:

- Sites where there is limited space in the right-of-way for other BMPs;
- Parking or emergency access lanes; and
- Furniture zones of sidewalks especially adjacent to tree wells

Conditions where permeable pavement should be avoided include:

- Large traffic volume or heavy load lanes;
- Where runoff is already being harvested from an impervious surface for direct use, such as irrigation of bioretention landscape areas;
- Steep streets;
- Gas stations, car washes, auto repair, and other sites/sources of possible chemical contamination;
- Areas with shallow groundwater;
- Within 20 feet of sub-sidewalk basements; and
- Within 50 feet of domestic water wells.

## Material and Design Guidelines

A soil or geotechnical report should be conducted to provide information about the permeability rate of the soil, load-bearing capacity of the soil, the depth to groundwater (10 feet or more required), and if soil will exhibit instability as a result of implementation. Infiltration rate and load capacity are key factors in the functionality of this BMP. Permeable pavement generally does not have the same load-bearing capacity as conventional pavement, so this BMP may have limited applications depending on the underlying soil strength and pavement use. Permeable pavement should not be used in general traffic lanes due to the possible variety of vehicles weights and heavy volumes of traffic.

When used as a road paving, permeable pavement that carries light traffic loads typically has a thick drain rock base material. Pavers should be concrete as opposed to brick or other light-duty materials. Other possible permeable paving materials include porous concrete and porous asphalt. These surfaces also have specific base materials

that detain infiltrated water and provide structure for the road surface. Base material depths should be specified based on design load and the soils report.

Plazas, emergency roads, and other areas of limited vehicular access can also be paved with permeable pavement. Paving materials for these areas may include open cell paver blocks filled with stones or grass and plastic cell systems. Base material specifications may vary depending on the product used, design load, and underlying soils.

When used for pedestrian paths, sidewalks, and shared-use paths, appropriate materials include those listed above as well as rubber pavers and decomposed granite or something similar (washed or pore-clogging fine material). Pedestrian paths may also use broken concrete pavers as long as ADA requirements are met. Paths should drain into adjoining landscapes and should be higher than adjoining landscapes to prevent run-on. Pavement used for sidewalks and pedestrian paths should be ADA compliant, especially smooth, and not exceed a 2 percent slope or have gaps wider than 0.25 inches. In general, tripping hazards should be avoided.

Design considerations for permeable pavement include:

- The location, slope and load-bearing capacity of the street, and the infiltration rate of the soil;
- The amount of storage capacity of the base course;
- The traffic volume and load from heavy vehicles;
- The design storm volume calculations and the quality of water; and
- Drain rock, filter fabrics, and other subsurface materials.

### **Maintenance Guidelines**

Maintenance of permeable pavement systems is essential to their continued functionality. Regular vacuuming and street sweeping should be performed to remove sediment from the pavement surface. The bedding and base material should be selected for long life and sufficient infiltration rates.

## **SECTION 3 – BIOTREATMENT**

Biotreatment BMPs are landscaped, shallow depressions that capture and filter stormwater runoff. These types of BMPs are an increasingly common type of stormwater treatment device that are installed at curb level and filled with a bioretention type soil. They are designed as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. They typically consist of a ponding area, mulch layer, planting soils, and plants. Stormwater is directed to the system and pollutants are treated as the stormwater drains through the planting soil and either infiltrated or collected by an underdrain and directed to a collection system.

Biotreatment should only be used in cases where infiltration has been proven infeasible due to low infiltration rates, soil instability, high groundwater, or soil contamination.



### 3.1 BIORETENTION



Figure 6: Bioretention system (*Model for Living Streets Design Manual, 2011*).

#### Description

Bioretention is a stormwater management process that cleans stormwater by mimicking natural soil filtration processes as water flows through a bioretention BMP. It incorporates mulch, soil pores, microbes, and vegetation to reduce and remove sediment and pollutants from stormwater. Bioretention is designed to slow, spread, and, to some extent, infiltrate water. Each component of the bioretention BMP is designed to assist in retaining water, evapotranspiration, and adsorption of pollutants into the soil matrix. As runoff passes through the vegetation and soil, the combined effects of filtration, absorption, adsorption, and biological uptake of plants remove pollutants.

For areas with low permeability or other soil constraints, bioretention can be designed as a flow-through system with a barrier protecting stormwater from native soils. Bioretention areas can be designed with an underdrain system that directs the treated runoff to infiltration areas, cisterns, or the storm drain system, or may treat the water exclusively through surface flow. Examples of bioretention BMPs include swales, planters, and vegetated buffer strips.

#### Location and Placement Guidelines

Bioretention facilities can be included in the design of all street components; adjacent to the traveled way and in the frontage or furniture sidewalk zones. They can be designed into curb extensions, medians, traffic circles, roundabouts, and any other landscaped area. Depending on the feature, maintenance and access should always be considered in locating the device. Bioretention systems are also appropriate in constrained locations where other stormwater facilities requiring more extensive subsurface materials are not feasible.

If bioretention devices are designed to include infiltration, native soil should have a minimum permeability rate of 0.3 inches per hour and at least 10 feet to the groundwater table. Sites that have more than a 5 percent slope may require other stormwater management approaches or special engineering.

### 3.2 FLOW-THROUGH PLANTERS



Figure 7: Flow-through planter (*Model for Living Streets Design Manual, 2011*).

#### Description

Flow-through planters are typically above-grade or at-grade with solid walls and a flow-through bottom. They are contained within an impermeable liner and use an underdrain to direct treated runoff back to the collection system. Where space permits, buildings can direct roof drains first to building-adjacent planters. Both underdrains and surface overflow drains are typically installed with building-adjacent planters.

At-grade street-adjacent planter boxes are systems designed to take street runoff and/or sidewalk runoff and incorporate bioretention processes to treat stormwater. These systems may or may not include underdrains.

#### Location and Placement Guidelines

Above-grade planters should be structurally separate from adjacent sidewalks to allow for future maintenance and structural stability per local department of public works' standards. At-grade planter systems can be installed adjacent to curbs within the frontage and/or furniture zones.

All planters should be designed to pond water for less than 48 hours after each storm. Flow-through planters designed to detain roof runoff can be integrated into a building's foundation walls, and may be either raised or at grade.

For at-grade planters, small localized depressions may be included in the curb opening to encourage flow into the planter. Following the inlet, a sump (depression) to capture sediment and debris may be integrated into the design to reduce sediment loadings.

### 3.3 VEGETATED SWALES



Figure 8: Vegetated swale (Signal Hill, CA).

#### Description

Swales are linear, vegetated depressions that capture rainfall and runoff from adjacent surfaces. The swale bottom should have a gradual slope to convey water along its length. Swales can reduce off-site stormwater discharge and remove pollutants along the way. In a swale, water is slowed by traveling through vegetation on a relatively flat grade. This gives particulates time to settle out of the water while contaminants are removed by the vegetation.

#### Location and Placement Guidelines

Swales can easily be located adjacent to roadways, sidewalks, or parking areas. Roadway runoff can be directed into swales via flush curbs or small evenly-spaced curb cuts into a raised curb. Swale systems can be integrated into traffic calming devices such as curb extensions.

Swales can be placed in medians where the street drains to the median. Placed alongside streets and pathways, vegetated swales can be landscaped with native plants which filter sediment and pollutants and provide habitat for wildlife. Swales should be designed to work in conjunction with the street slope to maximize filtration and slowing of stormwater.

Swales are designed to allow water to slowly flow through the system. Depending on the landscape and design storm, an overflow or bypass for larger storm events may be needed. Curb openings should be designed to direct flow into the swale. Following the inlet, a sump may be built to capture sediment and debris.

### 3.4 VEGETATED BUFFER STRIPS

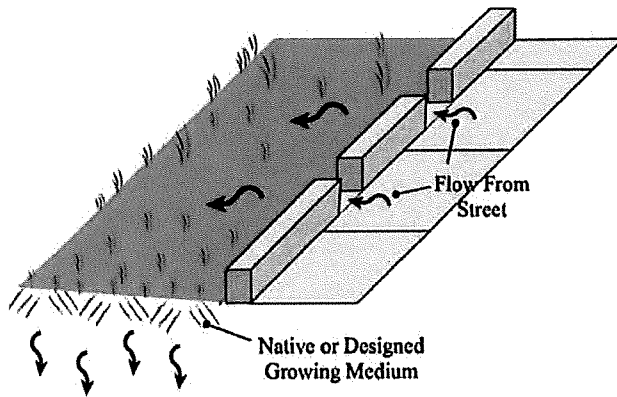


Figure 9: Vegetated buffer strip detail (*Model for Living Streets Design Manual, 2011*).

#### Description

Vegetated buffer strips are sloping planted areas designed to treat and absorb sheet flow from adjacent impervious surfaces. These strips are not intended to detain or retain water, only to treat it as a flow-through feature. They should not receive concentrated flow from swales or other surface features, or concentrated flow from pipes.

#### Location and Placement Guidelines

Vegetated buffer strips are well-suited to treating runoff from roads and highways, small parking lots, and pervious surfaces. They may be commonly used on multi-way boulevards, park edge streets, or sidewalk furniture zones with sufficient space. When selecting potential placement the need for supplemental irrigation should be considered. Vegetated buffers can also be situated so they serve as pre-treatment for another stormwater management feature, such as an infiltration BMP.

## SECTION 4 – TREATMENT BMPs

### 4.1 SAND FILTERS & STORM DRAIN INLET PROTECTIONS

As described in Section 1 of this Green Streets Manual, it may be infeasible for specific projects to apply infiltration or biotreatment BMPs. In these cases, sand filters or filter inserts as treatment BMPs can be considered as an alternative. Sand filters and filter inserts can be designed to prevent particulates, debris, metals, and petroleum-based materials conveyed by stormwater from entering the storm drain system. All treatment BMP units should have an overflow system that allows the storm drain to remain functional if the filtration system becomes clogged during rainstorms. All storm drain inlet protections must be of a style and configuration approved by the agency with ownership of the inlet.

Typical maintenance of catch basins includes scheduled trash removal if a screen or other debris capturing device is used. Street sweeping should be performed by vacuum sweepers with occasional weed and large debris removal. Maintenance should include keeping a log of the amount of sediment collected and the data of removal.

The following are examples of acceptable treatment BMPs:

- **Sand Filters:** Sand filters are designed to filter stormwater through a constructed media bed and to an underdrain system. As stormwater flows through the media pollutants are filtered out of the water. The filtered water is conveyed through the underdrain to a collection system. Pretreatment is necessary to eliminate significant sediment load or other large particles which would clog the system. Minimum set-backs from foundations and slopes should be observed if the facility is not lined. Filters should be designed and maintained such that ponded water should not persist for longer than 48 hours following a storm event.
- **Cartridge Media Filters:** Cartridge media filters contain multiple modular filters which contain engineered media. The filters can be located in a catch basin, manhole, or vault. The manhole or vault may be divided into multiple chambers so that the first chamber may act as a pre-settling basin for removal of coarse sediment while the next chamber may act as the filter chamber. Cartridge media filters are recommended for drainage areas with limited available surface area or where surface BMPs would restrict uses. Depending on the number of cartridges, maintenance events can have long durations. Locations should be chosen so that maintenance events will not significantly disrupt businesses or traffic. Inlet inserts should be sized to capture all debris and should therefore be selected to match the specific size and shape of each catch basin and inlet. Filter media should be selected to target pollutants of concern. A combination of media may be used to remove a variety of pollutants. Systems with lower maintenance requirements are preferred.
- **Storm Drain Inlet Screens:** Inlet screens are designed to prevent large litter and trash from entering the storm drain system while allowing smaller particles to pass through. The screens function as the first preventive measure in removing pollutants from the storm water system. The city's street sweeping department should be consulted to ensure compliance with local specifications and to schedule regular maintenance. Annual inspection of the screen is recommended

to ensure functionality. Note that most LA River drainage areas are already protected using connector pipe screens through collective systems.

- **Storm Drain Pipe Filter Insert:** The storm drain outlet pipe filter is designed to be installed on an existing outlet pipe or at the bottom of an existing catch basin with an overflow. This filter removes debris, particulates, and other pollutants from stormwater as it leaves the storm drain system. This BMP is less desirable than a protection system that prevents debris from entering the storm drain system because the system may become clogged with debris. Outlet pipe filters can be placed on existing curbside catch basins and flush grate openings. Regular maintenance is required and inspection should be performed rigorously. Because this filter is located at the outlet of a storm drain system, clogging with debris is not as apparent as with filters at street level. This BMP may be used as a supplemental filter with an inlet screen or inlet insert unit.

## SECTION 5 – STREET TREES

### 5.1 STREET TREES



Figure 10: Street trees (Signal Hill, CA).

#### Description

Healthy urban trees are powerful stormwater management tools. Leaves and branches catch and slow rain as it falls, helping it to soak into the ground. The plants themselves take up and store large quantities of water that would otherwise contribute to surface runoff. Part of this moisture is then returned to the air through evaporation to further cool the city. As an important element along sidewalks, street trees must be provided with conditions that allow them to thrive, including adequate uncompacted soil, water, and air.

The goal of adding street trees is to increase the canopy cover of the street, the percentage of its surface either covered by or shaded by vegetation. The selection, placement, and management of all elements in the street should enhance the longevity of a city's street trees and healthy, mature plantings should be retained and protected whenever possible.

Benefits to adding street trees include:

- Creation of shade to lower temperatures in a city, reduces energy use, and makes the street a more pleasant place in which to walk and spend time
- Slowing and capture of rainwater, helping it soak into the ground to restore local hydrologic functions and aquifers
- Improving air quality by cooling air, producing oxygen, and absorbing and storing carbon in woody plant tissues

## SECTION 6 – DEFINITIONS

### **Best Management Practice (BMP)**

Operating methods and/or structural devices used to reduce stormwater volume, peak flows, and/or pollutant concentrations of stormwater runoff through evapotranspiration, infiltration, detention, filtration, and/or biological and chemical treatment.

### **Bioretention**

Soil and plant-based retention practice that captures and biologically degrades pollutants as water infiltrates through sub-surface layers containing microbes that treat pollutants. Treated runoff is then slowly infiltrated and recharges the groundwater.

### **Conveyance**

The process of water moving from one place to another.

### **Design Storm**

A storm whose magnitude, rate, and intensity do not exceed the design load for a storm drainage system or flood protection project.

### **Detention**

Stormwater runoff that is collected at one rate and then released at a controlled rate. The volume difference is held in temporary storage.

### **Filtration**

A treatment process that allows for removal of solid (particulate) matter from water by means of porous media such as sand, soil, vegetation, or a man-made filter. Filtration is used to remove contaminants.

### **Furniture Zone**

The furniture zone is the area which lies between the curb and pedestrian zones and is intended to house utilities and pedestrian amenities.

### **Hardscape**

Impermeable surfaces, such as concrete or stone, used in the landscape environment along sidewalks or in other areas used as public space.

### **Infiltration**

The process by which water penetrates into soil from the ground surface.

### **Permeability/Impermeability**

The quality of a soil or material that enables water to move through it, determining its suitability for infiltration.

### **Retention**

The reduction in total runoff that results when stormwater is diverted and allowed to infiltrate into the ground through existing or engineered soil systems.



**Runoff**

Water from rainfall that flows over the land surface that is not absorbed into the ground.

**Sedimentation**

The deposition and/or settling of particles suspended in water as a result of the slowing of the water.

**Stormwater**

Water runoff from rain or snow resulting from a storm.

**Transportation Corridor**

A major arterial, state route, highway, or rail line used for the movement of people or goods by means of bus services, trucks, and vehicles.

## **SECTION 7 – REFERENCES**

1. Los Angeles County. *Model for Living Streets Design Manual*. 2011.
2. U.S. Environmental Protection Agency (EPA). *Managing Wet Weather With Green Infrastructure Municipal Handbook: Green Streets*. December 2008.
3. Orange County. *Technical Guidance Document*. May 2011.

## **ORDINANCE NO. 1055**

### **AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING TITLE 5 OF THE CITY CODE BY REPEALING AND REPLACING CHAPTER 52 TO ESTABLISH LOW IMPACT DEVELOPMENT REQUIREMENTS FOR NEW DEVELOPMENT AND REDEVELOPMENT PROJECTS**

WHEREAS, the Municipal Separate Storm Sewer System (MS4) Permit (Order No. R-2012-0175) was adopted by the Los Angeles Region of the California Regional Water Quality Control Board on November 8, 2012; and

WHEREAS, cities electing to prepare a Watershed Management Program or an Enhanced Watershed Management Program pursuant to said Permit are required to adopt a Low Impact Development ("LID") Ordinance to lessen the impacts on surface water from development by using smart growth practices, and are required to integrate LID practices and standards for storm water pollution mitigation for new development and redevelopment projects; and

WHEREAS, LID consists of building and landscape features designed to retain or filter storm water runoff; and

WHEREAS, since February 26, 2012, the City has worked in conjunction with the Gateway Water Management Authority on the development of a LID Ordinance,

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

SECTION 1. Chapter 52 of the City Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of Chapter 52 occurring prior to the effective date of this Ordinance. A new Chapter 52 is hereby added to read as set forth in Exhibit "A", attached hereto, which exhibit is incorporated by reference herein.

SECTION 2. The City has determined that the adoption of this Ordinance will not have a significant effect on the environment. Such action is therefore categorically exempt from CEQA requirements, pursuant to Section 15061 of the CEQA Guidelines. Staff is hereby directed to prepare and post a notice of exemption pursuant to Section 15062 of the CEQA Guidelines.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance

irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. The Deputy 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 no later than fifteen (15) days after passage hereof.

PASSED, APPROVED, and ADOPTED THIS 22<sup>nd</sup> day of May 2014.

AYES:

NOES:

ABSENT:

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Juanita Trujillo, MAYOR

ATTEST:

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Anita Jimenez, DEPUTY CITY CLERK

## CHAPTER 52: STORM WATER RUNOFF

### Section

#### *General Provisions*

- 52.01 Purpose and intent
- 52.02 Definitions
- 52.03 Illicit discharges and connections
- 52.04 Illicit disposal
- 52.05 Construction sites requiring a building permit and/or a grading plan
- 52.06 Industrial site activity
- 52.07 Nuisance; abatement
- 52.08 Reimbursement to city of expenses
- 52.09 Fees

#### *Administration and Enforcement*

- 52.20 Responsibility for administration
- 52.21 Notification
- 52.22 Littering
- 52.23 Use of discontinued or banned chemicals
- 52.24 Pollutant source reduction
- 52.25 Inspection and enforcement
- 52.99 Penalty

#### **GENERAL PROVISIONS**

##### **§ 52.01 PURPOSE AND INTENT.**

The purpose of this chapter is to protect the health, safety and general welfare of the citizens of the city, and to reduce the quantity of pollutants being discharged to the waters of the United States by:

(A) Eliminating non-stormwater discharges to the municipal storm drain system.

(B) Eliminating pollutants in stormwater and urban runoff to the maximum extent practicable.

(C) Eliminating the contribution of pollutants to the MS4 by stormwater discharges associated with industrial activity, unless permitted under a separate NPDES permit.

(D) Prohibiting illicit discharges and illicit connections to the MS4 and requiring removal of illicit connections.

(E) Controlling spills, dumping, or disposal of materials to the MS4.

(F) Protecting and enhancing the quality of the waters of the United States in a manner consistent with the provisions of the Clean Water Act. ('64 Code, § 11B-1) (Ord. 851, passed 6-8-95; Am. Ord. 915, passed 1-12-01)

##### **§ 52.02 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**40 CFR.** Title 40 of the Code of Federal Regulation.

##### **AUTHORIZED ENFORCEMENT OFFICER.**

The Director of Public Works of the city, including any person designated by the Director to enforce the provisions of this chapter.

**AUTOMOTIVE REPAIR SHOP.** A facility that is categorized in any one of the following Standard Industrial Classification Codes: 5013, 5014, 5541, 7532-7534 or 7536-7539.

**BEST MANAGEMENT PRACTICES (BMPS).**

Any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs shall include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for Municipal, Industrial/Commercial and Construction Activity; and those measures identified by the City Engineer and/or the Public Works Director.

**CEQA.** The California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 et seq., and the regulations thereunder.

**CITY.** The City of Santa Fe Springs.

**CLEAN WATER ACT or CWA.** The Federal Water Pollution Control Act, amended in 1977 as the Clean Water Act (Title 33 U.S.C. 1251 et seq.), and amended in 1987 to establish new controls on industrial and municipal stormwater discharges, and any and all subsequent amendments thereto.

**CODE.** The Municipal Code of the City of Santa Fe Springs.

**CONSTRUCTION ACTIVITY.** Clearing, grading or excavation that results in soil disturbance. **CONSTRUCTION ACTIVITY** does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility; nor does it include emergency construction activities required to immediately protect public health and safety.

**CONTROL.** To minimize, reduce or eliminate (by technological, legal, contractual or other means) the discharge of pollutants from an activity or activities.

**DECHLORINATED/DEBROMINATED SWIMMING POOL DISCHARGES.** Swimming pool discharges which have no measurable chlorine or bromine and do not contain any detergents, wastes or additional chemicals not typically found in swimming pool water. The term **SWIMMING POOL DISCHARGES** does not include swimming pool filter backwash.

**DIRECTOR.** The City of Santa Fe Springs Director of Public Works, or his or her designee.

**DISCHARGE.** Any release, spill, leak, disposal, flow, escape, leaching (including subsurface migration or deposition to groundwater), dumping or discarding of any liquid, semi-solid or solid substance, or combination thereof.

**DISTURBED AREA.** That area altered as a result of clearing, grading, and/or excavation of earth.

**ENVIRONMENTALLY SENSITIVE AREA (ESA).** An area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would be easily disturbed or degraded by human activities and developments (Cal. Pub. Res. Code § 30107.5). Areas subject to stormwater mitigation requirements are: areas designated as Significant Ecological Areas by the County of Los Angeles (Los Angeles County Significant Areas Study, Los Angeles County Department of Regional Planning (1976) and amendments); an area designated as a Significant Natural Area by the California Department of Fish and Game's Significant Natural Areas Program, provided that area has been field verified by the Department of Fish and Game; an area listed in the Basin Plan as supporting the Rare, Threatened, or Endangered Species (RARE) beneficial use; and an area identified by a permittee as environmentally sensitive.

**HAZARDOUS SUBSTANCE.** Any hazardous substance as that term is defined under Cal. Health and Safety Code §§ 25281(g), 25501(o) and 25501.1, and pursuant to Title 42, § 9601(14) of the United States Code; any **HAZARDOUS WASTE** as defined under Title 42, § 6903(5) of the United States Code, and under Cal. Health and Safety Code § 25550(p); any **HAZARDOUS MATERIAL** as defined under Cal. Health and Safety Code § 25501(n); any chemical the Governor of California has identified as one known to cause cancer or reproductive toxicity, pursuant to Cal. Health and Safety Code, § 25249.8; and any crude oil or refined or unrefined petroleum product, or any fraction or derivative thereof, and any asbestos or asbestos-containing material. The term **HAZARDOUS SUBSTANCE** includes any amendments to the above-referenced statutes and regulations.

**HAZARDOUS WASTE.** A hazardous substance or hazardous material that is to be discharged, discarded, recycled or processed.

**HILLSIDE PROPERTY.** Property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is 25% or greater.

**ILLICIT CONNECTION.** Any direct or indirect physical connection to the municipal storm drain system that has not been permitted by the city, the county, or the Los Angeles Regional Water Quality Control Board.

**ILLICIT DISCHARGE.** Any discharge to the storm drain system that is prohibited under local, state, or federal statutes, ordinances, codes or regulations. The term illicit discharge includes all non-stormwater discharges except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit, discharges that are listed within this chapter as exempt and discharges authorized by the Regional Board Executive Officer.

**ILLICIT DISPOSAL.** Any disposal of materials or wastes, either intentional or unintentional, that can pollute storm water or urban runoff.

**IMPERVIOUS SURFACE.** Any surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate when compared to natural conditions prior to development. This includes, but is not limited to: parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from the use of paving or compacted gravel.

**INDUSTRIAL ACTIVITY.** As defined in 40 CFR 122.26(b)(14), which refers to 11 categories of activities required to obtain a National Pollutant Discharge Elimination System (NPDES) permit for storm water discharges associated with industrial activity as required by 40 CFR 122.26(c). See Phase I Facilities therein.

**INDUSTRIAL OR COMMERCIAL FACILITY.**

Any facility involved or used in either the production, manufacture, storage, transportation, distribution, exchange or sale of goods or commodities; and any facility involved or used in providing professional and nonprofessional services. This includes, but is not limited to, any facility defined by the Standard Industrial Classifications (SIC). Profit motive and ownership (federal, state, municipal, private) of the facility are not factors in this definition.

**MAXIMUM EXTENT PRACTICABLE (MEP).**

The standard for implementation of storm water management programs to reduce pollutants in storm water. *MEP* refers to storm water management programs taken as a whole: the maximum extent possible, taking into account equitable consideration and competing facts. This includes, but is not limited to: the gravity of the problem, public health risk, societal concerns, environmental benefits, pollutant removal effectiveness, regulatory compliance, public acceptance, implementability, cost and technical feasibility. Section 402(p)(3)(B)(iii) of the Clean Water Act (33 USC 1251 et seq.) declares that municipal permits, ". . . shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and system, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants."

**MS4.** A "Municipal Separate Storm Sewer System" as used and referred to in the Clean Water Act, and the regulations thereunder.

**MUNICIPAL NPDES PERMIT.** An area-wide NPDES permit issued to a government agency or agencies permitting the discharge of storm water from an MS4.

**MUNICIPAL SEPARATE STORM SEWER (MS4).** See **STORM DRAIN SYSTEM**.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.** A permit issued by the USEPA, SWRCB or CRWQCB pursuant to the Clean Water Act (33 USC 1251 et seq.) that authorizes, and requires the reduction of pollutants in, discharges to United States waters.

**NEW DEVELOPMENT PROJECT.** A development project involving land disturbing activities, structural development (including the construction or installation of a new building or structure) and the creation of impervious surfaces resulting in one or more of the following new developments:

(1) Ten or more unit homes (includes single family homes, multifamily homes, condominiums, and apartments);

(2) A 100,000 or more square feet of impervious surface area industrial/commercial development (one acre or more starting on March 10, 2003);

(3) Automotive service facilities (SIC 5013, 5014, 5541, 7532-7534, and 7536-7539);

(4) Retail gasoline outlets;

(5) Restaurants (SIC 5812);

(6) Parking lots with 5,000 square feet or more of surface area or with 25 or more parking spaces;

(7) Redevelopment projects in subject categories that meet Redevelopment thresholds as defined in this section;

(8) Projects located in or directly adjacent to or discharging directly to an ESA, which meet thresholds as set forth in the city's Municipal NPDES Permit; and

(9) Those projects that require the implementation of a site-specific plan to mitigate post-development stormwater for new development not requiring a SUSMP but which may potentially have adverse impacts on post-development stormwater quality, where the following project characteristics exist:

(a) Vehicle or equipment fueling areas;

(b) Vehicle or equipment maintenance areas, including washing and repair;

(c) Commercial or industrial waste handling or storage;

(d) Outdoor handling or storage of hazardous materials;

(e) Outdoor manufacturing areas;

(f) Outdoor food handling or processing;

(g) Outdoor animal care, confinement, or slaughter; or

(h) Outdoor horticulture activities.

**NON-STORMWATER DISCHARGE/RUNOFF.**

Any discharge to a municipal storm drain system that is not composed entirely of stormwater.

**NPDES. See NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.**

**NPDES CONSTRUCTION PERMIT.** A permit issued by the Regional Water Quality Control Board to owners/developers for construction activity on sites five or more acres in size, to prevent sediment and other pollutants from entering the storm drain system.

**NPDES INDUSTRIAL PERMIT.** A permit issued by the Regional Water Control Board to owners/operators of specific categories of industrial facilities identified in federal regulations, to discharge stormwater into the storm drain system.

**NUISANCE.** Anything that meets all of the following requirements:

(1) Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property;

(2) Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and

(3) Occurs during, or as a result of, the treatment or disposal of wastes.



**PERSON.** Any natural person, firm, association, club, organization, corporation, partnership, sole proprietorship, business trust, company or other entity recognized by law as the subject of rights or duties.

**POLLUTANT.** Those pollutants defined in § 502(6) of the Federal Clean Water Act (33 USC 1362(6)), or incorporated into the Cal. Water Code § 13373. The term shall not include uncontaminated stormwater, potable water, or reclaimed water generated by a lawfully permitted water treatment facility. The term shall also not include any substance identified in this definition, if through compliance with the Best Management Practices available, the discharge of such substance has been eliminated to the maximum extent practicable. In an enforcement action, the burden shall be on the person who is the subject of such action to establish the elimination of the discharge to the maximum extent practicable through compliance with the Best Management Practices available. Examples of pollutants include, but are not limited to, the following:

(1) Artificial materials, chips or pieces of man-made materials (such as floatable plastics, paper, cartons, or pieces of metal);

(2) Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge);

(3) Household waste (such as trash, paper, plastics, lawn clippings and yard wastes, animal fecal materials, excessive pesticides, herbicides and fertilizers; used oil and fluids from vehicles, lawn mowers and other common household equipment);

(4) Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium) and nonmetals (such as phosphorus and arsenic);

(5) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oil, solvents, coolants, and grease);

(6) Excessive eroded soils, sediment and particulate materials in amounts that may adversely affect the beneficial use of the receiving waters, flora or fauna of the state;

(7) Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables and show facilities);

(8) Substances having characteristics such as pH less than 6 or greater than 9, or unusual coloration or turbidity; or excessive levels of fecal coliform, fecal streptococcus, or enterococcus;

(9) Waste materials and wastewater generated on construction sites and by construction activities (such as painting and staining; use of sealants, glues or limes; excessive pesticides, fertilizers or herbicides; use of wood preservatives and solvents; disturbance of asbestos fibers, paint flakes or stucco fragments; application of oils, lubricants, hydraulic, radiator or battery fluids; construction equipment washing, concrete pouring and cleanup washwater or use of concrete detergents; steam cleaning or sand blasting residues; use of chemical degreasing or diluting agents; and super chlorinated water generated by potable water line flushing);

**POTABLE WATER SOURCES.** Flows from drinking water distribution systems, including flows from: system failures, pressure releases, system maintenance, well development and testing, fire hydrant flow testing and flushing; dewatering of pipes, reservoirs, vaults and wells.

**PREMISES.** Any building, structure, fixture or improvement on land and any lot, parcel of land, or portion of land, whether improved or unimproved.

**PROPER DISPOSAL.** The act of disposing of material(s) in a lawful manner to ensure protection of water quality and beneficial uses of receiving waters.

**RECEIVING WATERS.** All service water bodies within the permit area.

**REDEVELOPMENT.** A land disturbing activity that results in the creation, addition, or replacement of at least 5,000 square feet or more of impervious surfaces on an already developed site. **REDEVELOPMENT** includes, but is not limited to, the expansion of a building footprint or addition or replacement of a structure; replacement of impervious surface that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety. Existing single-family structures are exempt from the redevelopment requirements.

**REGIONAL BOARD.** The California Regional Water Quality Control Board, Los Angeles Region.

**RESTAURANT.** A stand-alone facility that sells prepared foods and drinks for immediate consumption, including stationary lunch counters and refreshments stands, selling prepared foods and drinks for immediate consumption.

**RETAIL GASOLINE OUTLET.** Any retail facility engaged in selling gasoline and lubricating oils.

**RUNOFF.** Any runoff, including stormwater and dry weather flows, that reaches a receiving water body or subsurface. During dry weather, it is typically comprised of many base flow components, either uncontaminated or contaminated with pollutants.

**SOURCE CONTROL BMPS.** Operational practices that prevent pollution by reducing potential pollutants at the source.

**STATE BOARD.** The State Water Resources Control Board.

**STORM DRAIN SYSTEM.** Streets, gutters, conduits, natural or artificial drains, channels and watercourses, or other facilities that are owned, operated, maintained or controlled by any permittee and used for the purpose of collecting, storing, transporting or disposing of storm water.

**STORMWATER.** Water originating in atmospheric moisture (rainfall or snowmelt) and falling onto land, water or other surfaces.

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP).** A plan required by and for which contents are specified in the state's General Permit for Storm Water Discharges Associated with Industrial Activities, and the General Permit for Storm Water Discharges Associated with Construction Activities. Its purpose is to help identify the sources of pollution that affect the quality of stormwater discharges from a site, and to describe and ensure the implementation of practices to reduce pollutants in stormwater discharges.

**STORMWATER RUNOFF.** Surface runoff and drainage associated with rain or other precipitation events.

**USEPA.** The United States Environmental Protection Agency.

**WATERSHED MANAGEMENT AREA PLAN.** A plan for implementation of permit requirements based on the Countywide Storm Water Management Plan ("SWMP"), but further addressing specific issues involving pollutants of concern and Best Management Practices unique to the specific Watershed Management Area. (Ord. 915, passed 1-12-01; Am. Ord. 929, passed 9-26-02)

## **§ 52.03 ILLICIT DISCHARGES AND CONNECTIONS.**

(A) Except as otherwise permitted herein, all non-stormwater discharges to the municipal storm drain system are prohibited.

(B) No person shall cause, facilitate, or permit any illicit discharge to the municipal storm drain system.

(C) No person shall cause, facilitate or permit any discharge of washwaters to the municipal storm drain system in the performance of any maintenance or cleaning of a gas station, auto or truck repair garage or other similar auto or truck service facility.

(D) No person shall cause, facilitate or permit any discharge of untreated wastewater to the municipal storm drain system from any mobile auto washing, steam cleaning, mobile carpet cleaning, or other similar mobile commercial and/or industrial operation.

(E) All persons shall use Best Management Practices (BMPs) to avoid, to the maximum extent practicable, any discharge to the municipal storm drain system, from property owned or operated by the person, where there has been an unmitigated release or a threat of release of leaking oils or other petroleum fluids, including but not limited to: used oils, transmission oils, waste oils, cutting oils, kerosene, diesel, gasoline or antifreeze, from any machinery and/or equipment, including motor vehicles located in or on industrial sites or facilities within the city.

(F) No person shall discharge, cause, facilitate or permit to be discharged any chlorinated/brominated swimming pool water or filter backwash to the municipal storm drain system.

(G) No person shall use, store, maintain or discharge or cause, facilitate or permit to be discharged, any hazardous or toxic substance in an area that creates a release or a threat of a release of such hazardous or toxic substances into the municipal storm drain system.

(H) No person shall discharge, or cause, facilitate or permit to be discharged into the municipal storm drain system any untreated wastewater from the washing or cleaning of concrete trucks.

(I) No person shall discharge, or cause, facilitate or permit to be discharged any leaves, dirt or other landscape debris, or construction debris into the municipal storm drain system.

(J) No person shall discharge, or cause, facilitate or permit to be discharged any pesticide, fungicide or herbicide presently banned by the United States Environmental Protection Agency or the California Department of Pesticide Regulation into the municipal storm drain system.

(K) No person shall discharge, or cause, facilitate or permit to be discharged nonstormwater or stormwater from property it owns, operates, or maintains, that causes or contributes to a violation of a Water Quality Standard or a Water Quality Objective, as established by state or federal law.

(L) No person shall discharge or cause, facilitate or permit to be discharged nonstormwater or stormwater, from property it owns, operates or maintains, that causes or contributes to a condition of nuisance.

(M) All owners or operators of industrial and/or commercial property shall use BMPs in the use, maintenance, repair and operation of all machinery and equipment utilized on such property, in order to minimize and eliminate the discharge of pollutants to the municipal storm drain system.

(N) All owners and operators of industrial and/or commercial motor vehicle parking lots containing more than 25 parking spaces shall conduct regular sweeping and other similar measures to minimize the discharge of pollutants and other debris in the municipal storm drain system.

(O) Except as otherwise permitted under federal, state or local law, no owner or operator of an industrial or commercial premise within the city shall discharge or cause, facilitate or permit to be discharged any non-stormwater runoff into the municipal storm drain system.

(P) The discharge of any food or food processing wastes is prohibited.

(Q) The discharge of any fuel and chemical wastes, animal wastes, garbage, batteries and other materials that have potential adverse impacts on water quality is prohibited.

(R) No person shall construct, utilize, maintain, operate or permit the existence of any illicit connection on any premises owned or operated by such person. Any illicit connection constructed, utilized, maintained, operated or permitted to be operated on any premises owned or operated by any person, shall be terminated and removed and/or otherwise sealed in a manner approved by the Director.

(S) Exempted discharges. The following non-stormwater discharges are not considered illicit discharges, and are not prohibited by this chapter:

- (1) Natural springs and rising groundwater;
- (2) Flows from riparian habitats or wetlands;
- (3) Stream diversions, permitted by the State Board;
- (4) Uncontaminated groundwater infiltration [as defined by 40 CFR 35.2005(20)];
- (5) Flows from emergency firefighting activities;
- (6) Reclaimed and potable landscape irrigation runoff;
- (7) Potable drinking water supply and distribution system releases (consistent with American Water Works Association guidelines for dechlorination and suspended solids reduction practices);
- (8) Drains for foundations, footings, and crawl spaces;
- (9) Air conditioning condensate;
- (10) Dechlorinated/debrominated swimming pool discharges;
- (11) Dewatering of lakes and decorative fountains;
- (12) Non-commercial car washing by residents or by non-profit organizations;
- (13) Sidewalk rinsing.

(T) Any person who violates the terms of this section shall immediately commence all appropriate response action to investigate, assess, remove and/or remediate any pollutants discharged as a result of the

violation, and shall reimburse the city or other appropriate governmental agency, for all costs incurred in investigating, assessing, monitoring and/or removing, cleaning up, treating or remediating any pollutants resulting from the violation, including all reasonable attorneys' fees and environmental and related consulting fees incurred in connection therewith.

(U) In order to control the spilling, dumping or disposal of materials into the MS4, the following are prohibited:

- (1) Littering;
- (2) The disposal of leaves, dirt or other landscape debris into a storm drain;
- (3) The discharge to the MS4 of any pesticide, fungicide or herbicide banned by the ISOPIA or the California Department of Pesticide Regulation; and
- (4) The disposal of hazardous wastes into trash containers used for municipal trash disposal so as not to cause a discharge to the MS4.  
(Ord. 915, passed 1-12-01; Am. Ord. 929, passed 9-26-02) Penalty, see § 52.99

#### **§ 52.04 ILLICIT DISPOSAL.**

No person or company shall spill, dump, dispose or place any material, other than storm water runoff, into any storm drain system, unless specifically permitted.  
Penalty, see § 52.99

#### **§ 52.05 CONSTRUCTION SITES REQUIRING A BUILDING PERMIT AND/OR A GRADING PLAN.**

(A) Any person or company engaging in construction activity that requires an NPDES construction permit must demonstrate possession of such permit before grading and/or building permits can be issued. The NPDES permit shall be retained on site and shall be shown to city officers or inspectors at their request.

(B) The following Best Management Practices shall apply to all construction sites:

(1) Runoff sediment and construction waste from construction sites and parking areas shall not leave the site to enter the storm drain system.

(2) Any sediments or other materials which are tracked off the site shall be removed the same day as they are tracked off the site. Where determined necessary by the Building Official or his designated representative, a sediment barrier or erosion control measure shall be installed.

(3) Excavated soil shall be located on the site in a manner that eliminates the possibility of sediments running into the street or adjoining properties. Soil stock piles shall be covered if required by the erosion control plan until the soil is either used or removed.

(4) No washing of construction or other industrial vehicles shall be allowed adjacent to a construction site. No runoff from washing vehicles on a construction site is allowed to leave the site.

(5) All construction sites are inspected to detect and prevent erosion or runoff of waste building materials from leaving the site and entering the storm drainage system.

(6) Notification is presented to the construction site superintendent with information on construction site BMP's and attendant fines.

(7) Erosion control plans are required for all grading projects in accordance with the Los Angeles County Building Code.  
( '64 Code, § 11B-5) (Ord. 851, passed 6-8-95)  
Penalty, see § 52.99

#### **§ 52.06 INDUSTRIAL SITE ACTIVITY.**

All persons or companies engaged in industrial activity in the city shall acquire an NPDES industrial permit before discharging any non-storm water run-off

into the storm drain system. The NPDES permit shall be retained on site and shall be shown to city officers or inspectors at their request.

Penalty, see § 52.99

#### **§ 52.07 NUISANCE; ABATEMENT.**

(A) In addition to the penalties provided in this chapter, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety and welfare, is declared and deemed a nuisance, may be summarily abated and/or restored by any authorized enforcement officer and/or civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken by city.

(B) The cost of such abatement and restoration shall be borne by the owner of the property and the cost thereof shall be invoiced to the owner of the property. If the invoice is not paid within 60 days, a lien shall be placed upon and against the property. If the lien is not satisfied within three months, the property may be sold in satisfaction thereof in a like manner as other real property is sold under execution.

(C) If any violation of this subchapter constitutes a seasonal recurrent nuisance, the Director of Public Works shall so declare. Thereafter such seasonal and recurrent nuisance shall be abated every year without the necessity of any further hearing.

('64 Code, § 11B-7(b)) (Ord. 851, passed 6-8-95)

#### **§ 52.08 REIMBURSEMENT TO CITY OF EXPENSES.**

In any administrative or civil proceeding under this chapter in which the city prevails, the city shall be awarded all costs of investigation, administrative overhead, out-of-pocket expenses, cost of suit and reasonable attorney fees.

('64 Code, § 11B-7(b)) (Ord. 851, passed 6-8-95)

**§ 52.09 FEES.**

Fees to be charged for plan checking, monitoring and any other activities carried out by the city under this chapter shall be set by the City Council by resolution or minute action.

('64 Code, § 11B-9) (Ord. 851, passed 6-8-95)

**ADMINISTRATION AND ENFORCEMENT****§ 52.20 RESPONSIBILITY FOR ADMINISTRATION.**

The responsibility for the administration, oversight and implementation of this chapter is delegated to the Director, and his or her authorized agent, deputy or representative.

(Ord. 915, passed 1-12-01)

**§ 52.21 NOTIFICATION.**

(A) *Immediate notification.* Any person who intentionally, negligently or otherwise violates any provision of this chapter resulting in a discharge of a pollutant or pollutants to the municipal storm drain system shall immediately:

(1) Notify the Director, or his or her designee, by telephone or in person; and

(2) Identify:

(a) The location of the discharge;

(b) The date and time of the discharge;

(c) The type, concentration and volume of pollutant discharged; and

(d) Any corrective action taken.

(B) *Written notification.* Written notification of such discharge information shall thereafter be

provided to the Director, or his or her designee, within 48 hours of the discharge.

(C) *Written report.* Within ten calendar days after any such discharge of a pollutant or pollutants, all persons violating this chapter shall file a detailed written report with the Director. This report should describe:

(1) The cause of the discharge;

(2) The date and time of the discharge;

(3) The type, concentration and volume of pollutant discharged;

(4) The location of the discharge;

(5) Any specific information necessary in connection with the location to fully explain the potential impacts from the discharge; and

(6) Any corrective action or other measures taken in connection with the discharge, including any measures taken to prevent similar discharges in the future. Submission of this written report shall not be deemed a waiver or release of any person for liability, fines or other obligations imposed under this chapter, or otherwise in this code, or under state or federal law.

(Ord. 915, passed 1-12-01) Penalty, see § 52.99

**§ 52.22 LITTERING.**

(A) No person shall discharge (or cause or permit to be discharged) any refuse, hazardous or infectious waste into the municipal storm drain system. This includes: discharges into any street, alley, alleyway, sidewalk, inlet, catch basin, or drainage structure or facility that are part of this system; and discharges onto any public or private property. The following exceptions apply:

(1) The discarding, depositing, disposal or placement of such waste material into containers, barrels and/or bins used for its proper containment and transportation; and

(2) The disposal of such waste at properly licensed and permitted solid and/or hazardous waste facilities.

(B) Any person violating § 52.22(A) shall:

(1) Immediately cause the proper collection and abatement of such waste materials, and

(2) Remedy and cleanup any premises and/or any portion of the municipal storm drain system directly or indirectly affected by such discharge.

(C) Any and all costs and expenses incurred by the city in assessing and abating a violation of this section may be assessed against all violating persons. This includes all administrative expenses, legal fees and other costs incurred by the city in assessing and abating the discharge; and in enforcing the terms of this section, including litigation fees and costs. (Ord. 915, passed 1-12-01) Penalty, see § 52.99

#### § 52.23 USE OF DISCONTINUED OR BANNED CHEMICALS.

No person shall use or apply on any public or private property within the city any pesticide, herbicide or fungicide, the manufacture of which has been prohibited by the United States Environmental Protection Agency and/or the California Department of Pesticide Regulation.

(Ord. 915, passed 1-12-01) Penalty, see § 52.99

#### § 52.24 POLLUTANT SOURCE REDUCTION.

(A) *Treatment systems.* All persons who own, operate or maintain stormwater clarifiers, separators, sediment ponds and other stormwater treatment systems shall at all times maintain such systems in good working order and repair. This maintenance requirement shall be understood to include any maintenance activities necessary to prevent the breeding of vectors. Such systems shall be constructed and installed in a manner so as to at all times permit easy and safe access for proper maintenance, repair and inspection.

(B) *New development, redevelopment and construction.*

(1) *Copies of documents.* All persons engaged in construction activity within the city requiring a state construction activity stormwater permit shall have at the construction site available for review (1) a copy of the notice of intent for the state construction activities stormwater permit; (2) the waste discharge identification number issued by the State Water Resources Control Board; and (3) copies of the stormwater pollution prevention plan and stormwater monitoring plan as required by the permit.

(2) All persons engaged in construction activity within the city shall implement Best Management Practices to avoid, to the maximum extent practicable, the discharge of pollutants to the MS4, in accordance with the city's grading manual, as developed and updated by the City Engineer, and, when applicable, in accordance with a grading plan approved by the Director for such project.

(3) All applicants for construction projects equal to or greater than one acre and less than five acres shall prepare and submit a Local Stormwater Pollution Prevention Plan to the Director for review and approval prior to the issuance of any permits.

(4) Projects involving a single family hillside home shall be required to do the following:

(a) Conserve natural areas;

(b) Protect slopes and channels;

(c) Provide storm drain system stenciling and signage; and

(d) Divert roof runoff and surface flow to vegetated areas before discharge unless the diversion would result in slope instability; and direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.

(5) *Urban runoff mitigation plan.*

(a) All applicants for New Development and Redevelopment projects shall submit an Urban Runoff Mitigation Plan with their project

applications to the city. The Urban Runoff Mitigation Plan shall be submitted to the Director for review and approval and shall comply with all requirements of the city's Municipal NPDES Permit, including any applicable standard urban stormwater mitigation plan (SUSMP) or other similar plan, developed as a part of or pursuant to the city's Municipal NPDES Permit. Copies of the city's current Municipal NPDES Permit and any applicable SUSMP or other similar plan, are on file with the City Clerk and the Director for review.

(b) The Urban Runoff Mitigation Plan shall be designed to reduce projected runoff for the project through incorporation of design elements or principles, in accordance with the requirements set forth in the city's municipal NPDES permit and any applicable SUSMP or other similar plan. Applicants shall refer to the most recent edition of the Construction Best Management Practices Handbook, produced and published by the Stormwater Quality Task Force, for specific guidance on selecting Best Management Practices for reducing pollutants in stormwater runoff from urbanized areas. Urban runoff mitigation plans may include the development of a regional approach as a means of complying with Best Management Practices and any applicable numerical design standard or requirement, where such a regional approach is to be approved by both the Director and the Regional Board.

(6) *Numerical design criteria.* Post-construction Treatment Control BMPs for projects must incorporate, at a minimum, either a volumetric or flow based treatment control design standard, or both, as identified below to mitigate (infiltrate, filter or treat) stormwater runoff:

(a) *Volumetric treatment control BMP.*

1. The 85th percentile 24-hour runoff event determined as the maximized capture stormwater volume for the area, from the formula recommended in Urban Runoff Quality Management, WEF Manual of Practice No. 23/ASCE Manual of Practice No. 87 (1998); or

2. The volume of annual runoff based on unit based on unit basin storage water quality volume, to achieve 80% or more volume treatment by the method recommended in California Stormwater Best Management Practices Handbook Industrial/Commercial (1993); or

3. The volume of runoff produced from a 0.75 inch storm event, prior to its discharge to a stormwater conveyance system; or

4. The volume of runoff produced from a historical record based reference 24-hour rainfall criterion for treatment (0.75 inch average for the Los Angeles County area) that achieves approximately the same reduction in pollutant loads achieved by the 85th percentile 24-hour runoff event.

(b) *Flow based treatment control BMP.*

1. The flow of runoff produced from a rain event equal to at least 0.2 inches per hour intensity; or

2. The flow of runoff produced from a rain event equal to at least two times the 85th percentile hourly rainfall intensity for Los Angeles County; or

3. The flow of runoff produced from a rain event that will result in treatment of the same portion of runoff as treated using volumetric standards above.

(7) *Applicability of numerical design criteria.* The numeric design criteria listed above shall apply to the following categories of projects required to design and implement postconstruction treatment controls to mitigate stormwater pollution:

(a) Single-family hillside residential developments of one acre or more of surface area;

(b) Housing developments (includes single family homes, multifamily homes, condominiums, and apartments) of ten units or more;



(c) A 100,000 square feet or more impervious surface area industrial/commercial development;

(d) Automotive service facilities (SIC 5013, 5014, 5541, 7532-7534 and 7536-7539) [5,000 square feet or more of surface area];

(e) Retail gasoline outlets [5,000 square feet or more of impervious surface area and with projected Average Daily Traffic (ADT) of 100 or more vehicles]. Subsurface Treatment Control BMPs which may endanger public safety (i.e., create an explosive environment) are considered not appropriate;

(f) Restaurants (SIC 5812) [5,000 square feet or more of surface area];

(g) Parking lots 5,000 square feet or more of surface area or with 25 or more parking spaces;

(h) Projects located in, adjacent to or discharging directly to an ESA that meet threshold conditions identified above; and

(i) Redevelopment projects in subject categories that meet Redevelopment thresholds.

(8) *City review and plan approval.*

(a) Prior to the issuance of a permit for a New Development or Redevelopment project, the city shall evaluate the proposed project using the applicable SUSMP and the guidelines and BMP list approved by the Regional Board, and erosion and grading requirements of the City Building Official or Director to determine (i) its potential to generate the flow of pollutants into the municipal storm drain system both during and after construction; and (ii) how well the Urban Runoff Mitigation Plan for the proposed project meets the goals of this chapter. Each plan will be evaluated on its own merits according to the particular characteristics of the project and the site to be developed. Based upon the review, the city may impose conditions upon the issuance of the building permit, in addition to any required by the state construction activities stormwater permit for the

project, in order to minimize the flow of pollutants into the municipal storm drain system.

(b) No grading permit for developments requiring coverage under the state general construction permit shall be issued unless the applicant can show that a notice of intent to comply with the state construction activities storm waste permit has been filed and that a stormwater pollution prevention plan has been prepared for the project.

(c) If no building permit has been issued or no construction has begun on a project within a period of one hundred eighty days of approval of an Urban Runoff Mitigation Plan, the Urban Runoff Mitigation Plan for that project shall expire. The Director may extend the time by written extension for action by the applicant for a period not to exceed 180 days upon written request by the applicant showing that circumstances beyond the control of the applicant prevented the construction from commencing. In order to renew the Urban Runoff Mitigation Plan, the applicant shall resubmit all necessary forms and other data and pay a new plan review fee.

(d) Stormwater runoff containing sediment, construction waste or other pollutants from the construction site and parking areas shall be reduced to the maximum extent practicable. The following Best Management Practices shall apply to all construction projects within the city, and shall be required from the time of demolition of existing structures or commencement of construction until receipt of a Certificate of Occupancy:

1. Sediment, construction waste, and other pollutants from construction activities shall be retained on the construction site to the maximum extent practicable;

2. Structural controls such as sediment barriers, plastic sheeting, detention ponds, dikes, filter beams and similar controls shall be utilized to the maximum extent practicable in order to minimize the escape of sediment and other pollutants from the site;

3. All excavated soil shall be located on the site in a manner that minimizes the amount of sediments running onto the street, drainage

facilities or adjacent properties. Soil piles shall be covered with plastic or similar material until the soil is either used or removed from the site;

4. No washing of construction or other vehicles is permitted adjacent to a construction site. No water from the washing of construction or other vehicles is permitted to run off the construction site, or to otherwise enter the municipal storm drain system.

(e) As a condition to granting a construction permit, the city may set reasonable limits on the clearing of natural vegetation from construction sites, in order to reduce the potential for soil erosion. These limits may include, but are not limited to, regulating the length of time soil is allowed to remain bare or prohibiting bare soil.

(f) The Director may require, prior to the issuance of any building or grading permit, preparation of appropriate wet weather erosion control, stormwater pollution prevention or other plans consistent with countywide development construction guidance provisions and the goals of this chapter.

(9) *Development construction requirements.* Runoff from construction activity at all construction sites shall meet the following minimum requirements:

(a) Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;

(b) Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;

(c) Non-stormwater runoff from equipment and vehicle washing and any other activity shall be contained at the project site; and

(d) Erosion from slopes and channels shall be controlled by implementing an

effective combination of BMPs (as approved in Regional Board Resolution No. 99-03), such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.

(10) *Transfer of properties subject to requirement for maintenance of structural and treatment control BMPs.*

(a) The transfer or lease of a property subject to a requirement for maintenance of structural and treatment control BMPs shall include conditions requiring the transferee and its successors and assigns to either: (a) assume responsibility for maintenance of any existing structural or treatment control BMP, or (b) replace an existing structural or treatment control BMP with new control measures or BMPs meeting the then current standards of the city and the SUSMP. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all structural or treatment control BMPs at least once a year and retain proof of inspection.

(b) For residential properties where the structural or treatment control BMPs are located within a common area which will be maintained by a homeowner's association, language regarding the responsibility for maintenance shall be included in the project's conditions, covenants and restrictions (CC&Rs). Printed educational materials will be required to accompany the first deed transfer to highlight the existence of the requirement and to provide information on what stormwater management facilities are present, signs that maintenance is needed, and how the necessary maintenance can be performed. The transfer of this information shall also be required with any subsequent sale of the property.

(c) If structural or treatment control BMPs are located within an area proposed for dedication to a public agency, they will be the responsibility of the developer until the dedication is accepted.

(Ord. 915, passed 1-12-01; Am. Ord. 929, passed 9-26-02) Penalty, see § 52.99

**§ 52.25 INSPECTION AND ENFORCEMENT.**

(A) *Inspections.* The City Manager or the Director (or any designee thereof) may enter upon and inspect any private premises for the purposes of verifying compliance with the terms and conditions of this chapter. Such inspections may include, but are not limited to:

(1) Identifying products produced, processes conducted; chemicals and materials used, stored or maintained on the subject premises;

(2) Identifying points of discharge for all waste water, non-stormwater, processed water systems and pollutants;

(3) Investigating the natural slope of the premises, including drainage patterns and man-made conveyance systems;

(4) Establishing locations of all points of discharge from the premises, whether by surface runoff or through a storm drain system;

(5) Locating any illicit connection or illicit discharge;

(6) Identifying all vehicles, trucks, trailers, tanks or other mobile equipment;

(7) Reviewing all records (of the owner or occupant of public or private property) relating to chemicals or processes presently or previously stored or occurring on the property. This includes: materials and/or chemical inventories, facilities maps of schematics and diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, state general permits, stormwater pollution prevention plans; and any and all records relating to illicit connections, illicit discharges, or any other source (or potential source) of contribution of pollutants to the municipal storm drain system;

(8) To determine the potential for contribution of pollutants to the municipal storm drain system, inspecting, sampling and testing: any area runoff, soils area (including groundwater testing), process discharge materials with any waste storage

area (including any container contents), and/or treatment system discharges;

(9) Inspecting the integrity of all storm drain and sanitary sewer systems, and any connection to other pipelines on the property. This includes: the use of dye and smoke tests, video surveys, photographs or videotapes, the taking of measurements, drawings or any other records reasonably necessary to document conditions as they exist on the premises;

(10) The institution and maintenance of monitoring devices for the purpose of measuring any discharge, or potential source of discharge, to the municipal storm drain system;

(11) Evaluating compliance with this chapter or the Clean Water Act.

(B) *Enforcement.*

(1) Any violation of this chapter is a misdemeanor and shall be punishable by either a fine of up to \$1,000 or six months in the county jail, or both.

(2) At the discretion of the prosecuting attorney, any person, who may otherwise be charged with a misdemeanor as a result of a violation of this chapter, may also be charged with an infraction punishable by a fine of not more than:

(a) \$100 for the first violation,

(b) \$200 for the second violation, and

(c) \$250 for each additional violation thereafter.

(3) As a part of any sentence or other penalty imposed, or the award of any damage, the court may also order that restitution be paid to the city or any injured person. In the case of a violator who is a minor, the minor's parent, lawfully designated guardian or custodian shall pay such restitution. Restitution may include the amount of any reward.

(4) An imminent danger shall include, but is not limited to, exigent circumstances created by the

discharge of pollutants, where such discharge presents a significant and immediate threat to public health or safety, or to the environment. In the event any violation of this chapter constitutes an imminent danger, the City Manager or Director of Public Works (or any authorized agent thereof) may:

(a) Enter upon the premises from which the violation emanates,

(b) Abate the violation and danger created, and

(c) Restore any premises affected by the alleged violation, without notice to or consent from the owner or occupant of the premises.

(5) Violations of this chapter may further be deemed to be a public nuisance, which may be abated by administrative, civil or criminal action, in accordance with the terms and provisions of this code and state law.

(6) All costs and fees incurred by the city as a result of any violation of this chapter that constitutes a nuisance, including all administrative fees and expenses and legal fees and expenses, shall become a lien against the subject premises from which the nuisance emanated and a personal obligation against the owner, in accordance with Cal. Gov't Code §§ 38773.1 and 38773.5. The owner of record of the premises subject to any lien shall receive notice of the lien prior to recording, as required by Cal. Gov't Code § 38773.1. The City Attorney is authorized to collect nuisance abatement costs or to enforce a nuisance lien (in an action brought for money judgment, or by delivery to the County Assessor of a special assessment against the premises), in accordance with the conditions and requirements of Cal. Gov't Code § 38773.5.

(7) Any person acting in violation of this chapter may also be acting in violation of the Clean Water Act or the California Porter-Cologne Act (California Water Code §§ 13000 et seq.), the regulations thereunder, and other laws and regulations, and may be subject to damages, fines and penalties, including civil liability under such other laws. The City Attorney is authorized to file a citizen's

suit pursuant to the Clean Water Act, seeking penalties, damages, and orders compelling compliance and appropriate relief.

(8) The City Attorney is authorized to file in a court of competent jurisdiction a civil action, seeking an injunction against any violation or threatened or continuing violation of this chapter. Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the city for:

(a) All costs of inspection, investigation, monitoring, treatment, abatement, removal or remediation undertaken by, or at the expense of the city; and

(b) All legal expenses and fees and any and all costs incurred relating to the restoration or remediation of the environment.

(9) Each separate discharge in violation of this chapter, and each day a violation of this chapter exists without correction, shall constitute a new and separate violation punishable as a separate infraction, misdemeanor and/or civil violation.

(10) The city may utilize any and all other remedies as otherwise provided by law.  
(Ord. 915, passed 1-12-01; Am. Ord. 929, passed 9-26-02)

#### § 52.99 PENALTY.

The violation of any provision of this chapter, or failure to comply with any of the requirements of this chapter, shall constitute a misdemeanor and shall be punished by imprisonment and/or by a fine for the length of time and the amount allowed pursuant to California law; except that, notwithstanding any other provisions of this chapter, any such violation constituting a misdemeanor under this chapter may, at the discretion of the authorized enforcement officer, be charged and prosecuted as an infraction.

('64 Code, § 11B-7(a)) (Ord. 851, passed 6-8-95)

#### *Cross reference:*

*Additional penalties, see § 52.25(B)*



# City of Santa Fe Springs

City Council Meeting

May 8, 2014

## NEW BUSINESS

Abandonment of the Carmenita Underpass Underground Storage Tank – Authorization to Request for Bids

### RECOMMENDATION

That the City Council authorize the Director of Public Works to advertise a Request for Bids (RFB) to abandon in-place the Carmenita Underpass underground storage tank (Carmenita UST) in compliance with a directive from the State Water Resources Control Board (State Water Board) and the U.S. Environmental Protection Agency (US EPA) to take corrective action.

### BACKGROUND

During construction of the Carmenita Underpass, ground water was encountered. To prevent flooding of the underpass, the water had to be pumped. However, it was discovered that the ground water contained high levels of gasoline and diesel fuel. Under direction of the Regional Water Quality Control Board (RWQCB), the City was required to treat the water prior to pumping it into the storm drain system. The City, in collaboration with Golden West Refinery, developed a water treatment operation, including a ground water collection underground storage tank. The ground water treatment operation for the Carmenita Underpass was eventually modified and the Carmenita UST was bypassed in 2004.

The City received a letter, dated January 31, 2014, from the State Water Board and US EPA directing the City to properly abandon the Carmenita UST within 60 days. The directive to abandon the Carmenita UST was based on California Code of Regulations, Title 23, Division 3, Chapter 16, Article 7. The City requested a time extension to September 30, 2014 to complete abandonment of the Carmenita UST. The State Water Board and US EPA approved the time extension.

A Request for Bids to abandon the Carmenita UST is attached.

### FISCAL IMPACT

At a future City Council meeting, Staff will request an appropriation from the General Fund to fund the contract and related project costs. It is anticipated that the funding request will occur at the time the City Council takes action to award a contract.

### INFRASTRUCTURE IMPACT

The proper abandonment of the Carmenita UST will comply with the directive from the State Water Board and US EPA.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager

Attachment:  
Request for Bids

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

Date of Report: May 2, 2014

Handwritten initials in black ink, possibly "JN".

# **CITY OF SANTA FE SPRINGS**

## **REQUEST FOR BIDS**

### **ABANDONMENT OF THE CARMENITA UNDERPASS UNDERGROUND STORAGE TANK**



## **DEPARTMENT OF PUBLIC WORKS**

**THE CITY OF SANTA FE SPRINGS  
SANTA FE SPRINGS, CALIFORNIA**

**INQUIRIES REGARDING THIS PROJECT  
MAY BE DIRECTED TO:**

**Al Fuentes, Project Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Phone (562) 868-0511, Extension 7355**

REQUEST FOR BIDS  
ABANDONMENT OF THE  
CARMENITA UNDERPASS  
UNDERGROUND STORAGE TANK

The City of Santa Fe Springs invites **sealed bids** for the above-stated services and will receive such bids in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 11:00 a.m. on Tuesday, June 3, 2014.**

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for properly abandoning an underground storage tank.

A pre-bid visit to the Carmenita Underpass Underground Storage Tank (Carmenita UST) is scheduled for **Tuesday May 20, 2014 at 10:00 a.m.** The location is at the Carmenita Underpass/BNSF Rail Road Crossing, Northwest Corner, Carmenita Road and Cambridge Streets, Santa Fe Springs, CA 90670.

A City representative will be in attendance. All questions will be recorded by the City representative. Both questions and answers will be distributed to all Contractors receiving the Request for Bid. **Attendance is not mandatory. The City will accept bids from Contractors who do not attend the pre-bid visit.**

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in , and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Special attention is called to the Special Provisions regarding liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid. The successful Contractor will be required to possess a business license from the City of Santa Fe Springs prior to commence of work.



Bids must be prepared on the approved proposal forms, which are included in this request for bid package and submitted in a sealed envelope plainly marked on the outside.

The Bid must be accompanied by certified cashier's check, or bidder's bond, made payable to the City of Santa Fe Springs, for an amount no less than 10 percent of the amount bid. A labor and materials bond and performance bond will be required prior to the execution of the contract in the form and amount set forth in the contract documents.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a valid Class A license at the time this contract is awarded. The successful Contractor and all subcontractors will also be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

The City reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge on the merits of the respective bids received and to take all bids under advisement for a period of 30 days. The award, if made, will be made to the lowest responsible and responsive bidder as so determined by the City.

Further information regarding this project can be obtained by calling Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

BY ORDER OF the City of Santa Fe Springs

NOE NEGRETE, CITY ENGINEER  
CITY OF SANTA FE SPRINGS

## INSTRUCTIONS TO BIDDERS

### BID PROPOSAL FORMS

Bids shall be submitted in writing on the attached Proposal forms. The Proposal shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection. When presented, the proposal forms must be properly signed by the proposer, whose address, telephone number, and e-mail address shall also be shown. **The City reserves the right to reject any proposal if all of the requested information is not furnished or is incomplete.**

### PREPARATION OF BIDS

Bids must be submitted on the attached Proposal forms. Bid prices must be written in **blue or black ink** in figures and words as requested. Erasures or other changes must be noted over the signature of the bidder. The City will not consider any proposal not meeting these requirements.

### PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the City of Santa Fe Springs in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents. Checks or bid bonds of unsuccessful bidders will be returned when their proposals are rejected, or in any event, within sixty (60) days from the date of opening bids.

### CONTRACT BONDS

The successful bidder will be required at the time of executing the contract to furnish a Labor and Material Bond in an amount equal to one hundred percent (100%) of the contract price, and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a surety company satisfactory to the City, and shall incorporate the Agreement and Contract by reference. Bond forms are included in the contract.

Each signature on the bonds must be notarized. Please note the new notarial certificate requirements for acknowledgement certificates per State of California Law effective January 1, 2008. This acknowledgement certificate is available for download at the Secretary of State's website, <http://www.sos.ca.gov/business/notary/acknowledgment.htm>. Bonds that are notarized and do not meet the new requirements will be rejected.

### DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR ABANDONMENT OF THE CARMENITA UST- DO NOT OPEN WITH REGULAR MAIL.**" The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder. Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the Director of Public Works or his designee at the Santa Fe Springs City Hall, 11710 E. Telegraph Road prior to the bid submittal hour and date stipulated in the Notice Inviting Sealed Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated hour in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the City's designated official.

### REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed with the classification as indicated in the Notice Inviting Bids, in accordance with the provision of Chapter 9, Division 3 of the Business and Professions Code.

### QUESTIONS PRIOR TO OPENING OF BIDS

Questions regarding documents, discrepancies or omissions in the Request for Bids shall be communicated to the Project Manager, in writing, by letter, fax or e-mail, not less than seven (7) working days prior to opening of bids, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of the Request for Bids documents.

### WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such request must be delivered to the City's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

### IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

### REJECTION OF PROPOSALS

Proposals may, at the discretion of the City, be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The right is reserved by the City to reject any or all proposals.

## TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

## BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted price on materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders.

## CONTRACTOR'S LICENSE DECLARATION

Bidders are notified that a Contractor's License Declaration is required to be executed in accordance with the Section 7028.15(e) of the Business and Professions Code and submitted with the bid.

## EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE

Bidders must satisfy themselves by personal examination of the work site, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, and other Contract Documents.

The Bidder is required to ascertain the locations of the existing utility services, and other underground facilities, and to provide for carrying out his/her operations so as to cause the minimum possible inconvenience to the occupants of property along any streets affected. All work and costs involved in the safeguarding of the property of others shall be at the expense of the Bidder to whom the contract may be awarded.

The Bidder shall examine the local conditions, read each and every clause of the Scope of Work, including all costs necessary to complete the specified work in his/her Bid price, and agree that if he/she is awarded the Contract, no claim against the City will be made based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him/her, the Bidder shall agree to assume all risks incident thereto.

## EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the City not less than seven (7) working days prior to the opening of bids. Requests

for consideration of equivalents must be submitted in writing, allowing sufficient time for complete consideration of all specifications, samples, references, tests and other details to the full satisfaction of the City.

#### LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Specifications and other contract documents, and to full compliance therewith.

#### LIABILITY INSURANCE REQUIREMENTS

Special attention is directed to the Special Provisions regarding liability insurance. Contractors who cannot comply should not bid.

#### WAGE SCALE

The Contractor shall pay to all workmen engaged in the work, the prevailing rates of wages for public works contracts, as determined by the Director of the Department of Industrial Relations (DIR) of the State of California. A copy of said determination is on file at the City Hall of the City of Santa Fe Springs and will be made available for review to any interested person. General prevailing wage determinations by DIR are also available on the Internet at [www.dir.ca.gov](http://www.dir.ca.gov).

Contractor shall forfeit, as penalty to City, the sum of \$25.00 or higher amount as set by statute, for each calendar day, or portion thereof, for each worker employed who is paid less than the stipulated prevailing rates for such work or craft in which said workman is employed for any work done under this contract, by Contractor or by any subcontractor in violation of the provisions of this agreement.

#### AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible and responsive bidder as determined solely by the City. Additionally, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 30 days, all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the City's estimate and budget.

Submitted By \_\_\_\_\_

**PROPOSAL  
FOR  
ABANDONMENT OF CARMENITA UNDERPASS  
UNDERGROUND STORAGE TANK**

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to abandon the Carmenita Underpass Underground Storage Tank set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on voluntary examination of the work site, Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

**BIDDER'S INFORMATION:**

Signature \_\_\_\_\_ Name \_\_\_\_\_  
(Please print or type)

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

Firm Business Phone No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

PROPOSAL  
FOR  
ABANDONMENT OF THE CARMENITA UNDERPASS  
UNDERGROUND STORAGE TANK

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATE QUANTITY	UNIT	TOTAL
1.	Abandon Carmenita Underpass Underground Storage Tank	1	L.S.	\$_____

TOTAL AMOUNT BASE BID IN FIGURES    \$\_\_\_\_\_

TOTAL AMOUNT BASE BID IN WORDS    \_\_\_\_\_

## REFERENCES

Please list a minimum of three (3) references for similar environmental construction work abandoning underground storage tanks in the past three (3) years. Include the name of the city/agency, address and phone number of the contact person. A public works person or environmental engineer should be the primary reference.

Complete information is important. Contractor qualifications and experience will be used as evaluation criteria and determining factor in award of contract recommendation the Director of Public Works. A lack of references, or unsuitable summary of past performance as reported by references, may be considered by the City as sufficient reason to reject bid(s).

Agency\_\_\_\_\_

Address\_\_\_\_\_

Contact Name\_\_\_\_\_ Phone No.\_\_\_\_\_

Project Description \_\_\_\_\_ Year Completed\_\_\_\_\_

Agency\_\_\_\_\_

Address\_\_\_\_\_

Contact Name\_\_\_\_\_ Phone No.\_\_\_\_\_

Project Description \_\_\_\_\_ Year Completed\_\_\_\_\_

Agency\_\_\_\_\_

Address\_\_\_\_\_

Contact Name\_\_\_\_\_ Phone No.\_\_\_\_\_

Project Description \_\_\_\_\_ Year Completed\_\_\_\_\_



CONTRACTOR'S LICENSE DECLARATION  
(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ the party making the foregoing Bid (hereinafter, the "Bidder").

1. Bidder Contractor's License Number is as follows: \_\_\_\_\_
2. The expiration date of Bidder's Contractor's License is: \_\_\_\_\_, 20\_\_\_\_
3. Bidder acknowledges that Section 7028.15 (e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information or a bid containing information, which is subsequently proved false, shall be considered nonresponsive and shall be rejected by the public agency."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
(insert city and state where declaration is made)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

PROPOSAL GUARANTEE  
BID BOND  
FOR

ABANDONMENT OF THE CARMENITA UNDERPASS  
UNDERGROUND STORAGE TANK

KNOWN ALL PERSONS BY THESE PRESENTS

that \_\_\_\_\_, as BIDDER, and  
\_\_\_\_\_ as SURETY, are held and firmly bound  
unto the City of Santa Fe Springs Water Utility Authority, as AGENCY, in the penal sum of  
dollars (\$\_\_\_\_\_), which is 10 percent of the total amount by BIDDER to  
AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY  
agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to  
submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is  
accepted and a contract is awarded and entered into by BIDDER in the manner and time  
specified, then this obligation shall be null and void, otherwise it shall remain in full force and  
effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands and seals, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF SANTA FE SPRINGS**  
**CONTRACT AGREEMENT**  
**FOR**  
**ABANDONMENT OF THE CARMENITA UNDERPASS**  
**UNDERGROUND STORAGE TANK**

This Contract Agreement is made and entered into the above-stated project this \_\_\_\_ day of \_\_\_\_\_ 2014, BY AND BETWEEN the City of Santa Fe Springs (AGENCY), and \_\_\_\_\_, as CONTRACTOR in the amount of \$\_\_\_\_\_.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, Special Provisions, General Provisions, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

#### ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

#### ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

#### ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

By: \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ADDRESS

THE CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)

**ACKNOWLEDGEMENT**

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

Personally appeared \_\_\_\_\_  
Who 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 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Bond No. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

**FOR**

**ABANDONMENT OF CARMENITA UNDERPASS  
UNDERGROUND STORAGE TANK**

KNOWN ALL PERSONS BY THESE PRESENTS that we \_\_\_\_\_, hereinafter referred to as "Contractor" as principal, and \_\_\_\_\_, as "Surety", are held and firmly bound unto the City of Santa Fe Springs, hereinafter referred to as the "AGENCY," in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, and firmly by these presents.

The Conditions of this obligation are such that, whereas said Contractor has been awarded and is about to enter into a Contract for said AGENCY for the above-stated project in said City, in accordance with the drawings and specifications therefore, which contract is incorporated herein by this reference:

NOW THEREFORE, if said Contractor shall well and truly carry out and perform all the covenants and obligations of said contract on Contractor's part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED, that any alternations in the obligations or extensions of time granted under the provisions of said contract shall not in anyway release either said Contractor or said Surety thereunder, and notice of such alterations of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

(\_\_\_\_\_) \_\_\_\_\_  
Area Code/Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Area Code/Phone Number

(Contractor signature must be notarized as well as Surety with proper acknowledgement attached.)

## ACKNOWLEDGEMENT

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

Personally appeared \_\_\_\_\_  
Who 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 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



Bond No. \_\_\_\_\_

**MATERIAL AND LABOR BOND**  
**FOR**  
**ABANDONMENT OF THE CARMENITA UNDERPASS**  
**UNDERGROUND STORAGE TANK**

KNOWN ALL PERSONS BY THESE PRESENTS that we \_\_\_\_\_, hereinafter referred to as "Contractor" as principal, and \_\_\_\_\_, as "Surety", are held and firmly bound unto the City of Santa Fe Springs, hereinafter referred to as the "AGENCY," in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, and firmly by these presents.

The conditions of this obligation are such that, whereas Contractor has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if Contractor or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, Surety will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either Contractor or Surety, and notice of said alterations is hereby waived by Surety.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

(\_\_\_\_\_) \_\_\_\_\_  
Area Code/Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Area Code/Phone Number

(Contractor signature must be notarized as well as Surety with proper acknowledgement attached.)

## ACKNOWLEDGEMENT

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

Personally appeared \_\_\_\_\_  
Who 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 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## SCOPE OF SERVICES

### A. PROJECT DESCRIPTION

The City of Santa Fe Springs is seeking the services of a Contractor with experience properly abandoning in-place an underground storage tank (UST) that was part of a ground water collection system used to collect and treat contaminated ground water containing high levels of petroleum hydrocarbons.

### B. SCOPE OR WORK

1. Complete and submit required documents to the Santa Fe Springs Fire Department to obtain a permit for UST closure.
2. Complete and submit required documents to the Santa Fe Springs Building and Safety Department to obtain a permit to perform the work and receive an inspection report.
3. Clear the concrete around the perimeter of the UST and excavate to the top of the tank.
4. Remove all associated piping from the UST.
5. De-gas and triple rinse the UST using up to 3000 gallons of 'rinstate' for the rinsing procedure.
6. Certify the UST as "clean". The "clean certification" must be issued by a certified Industrial Hygienist, Certified Marine Chemist, or Certified Safety Professional.
7. Obtain two (2) soil samples for analysis by using a hand auger at each end of the tank.
8. Analyze each sample in accordance with applicable USEPA analysis methods and as identified in the Santa Fe Springs Fire Department UST Closure Permit.
9. Provide a written report on the findings, including a laboratory analysis report.
10. Fill the UST with 1-sack cement/sand slurry.
11. Back fill and compact excavation.
12. Patch-back concrete.

## GENERAL PROVISIONS

### A. LIABILITY INSURANCE

The selected Contractor shall not commence work until all required insurance under this section has been obtained, and such insurance has been approved by the City.

#### 1. Worker's Compensation Insurance

The Contractor shall take out and maintain Worker's Compensation Insurance for all Contractor's employees engaged as part of the required services and as required by the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

#### 2. Commercial General Liability Insurance

The Contractor shall take out and maintain during the life of the Agreement ("Agreement") such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under the Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

#### 3. Business Auto Liability Insurance

The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of

the Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Director of Public Works as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of this Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

**B. TIME FOR COMPLETION**

The Contractor shall complete all work in every detail within **20 WORKING DAYS** after the date in the Notice to Proceed with the work.

**C. COMPENSATION AND PAYMENT**

The Contractor shall be compensated a fixed fee for services rendered in accordance with the Contractor's cost proposal. The Director of Public Works will review and approve the invoice for payment of services rendered consistent with the Agreement.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the invoiced payment due until the Contractor corrects any such deficiency.

Invoices will be processed and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Director of Public Works.

**D. EXTRA WORK**

Any extra work beyond what is described in the Project Description above shall not be performed without prior authorization from the Director of Public Works.





# *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

## **NEW BUSINESS**

### Proposed Social Media Policy

#### RECOMMENDATION

That the City Council adopt the attached Social Media Policy.

#### BACKGROUND

Throughout the Country, government agencies are increasingly using social media sites to broaden communication regarding government services and to facilitate greater citizen engagement. Publicly available social media sites, such as Facebook and Twitter provide advantageous options for meeting these objectives as they are widely available to anyone with Internet access and can provide opportunities for citizen interaction at no cost to the user.

Social media sites already command a large and fast-increasing audience. As of January 2014, Facebook had over 1.2 billion world-wide users and 168.8 million active users in the United States. In terms of local government use, a 2012 University of Chicago study about the social media usage of the 75 largest cities in the United States found that 87% of large cities are using Facebook and 87% are using Twitter; undoubtedly, those percentages have only increased since then.

Clearly, social media has become a common and powerful tool for organizations (private and public) attempting to reach a broad swath of the American public. The use of Social Media for the City of Santa Fe Springs would:

- Provide additional channels for citizen input
- Increase transparency
- Facilitate a sense of community
- Reach new audiences with City messages and information

Users of social media pages place a high value on receiving information and generally tend to "opt in" for information through subscriptions to social media outlets, rather than seek information on websites. While social media sites are not intended to replace websites or other communication tools, they can serve as a valuable means to link users back to an organization's website for more in-depth information.

For these reasons, the City of Santa Fe Springs recognizes the importance of and value in using social media sites to improve and broaden communication about the City's mission, meetings, activities, and current issues to members of the public.



## *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

However, due to the City's overriding interest in assuring that information conveyed through these sites is clear, accurate, and authorized, it is also necessary to establish parameters for their use and monitoring. In addition, the opportunity to increase citizen engagement through interactive communication requires adoption of guidelines for acceptable conduct by users of the site. To address these and other legal and policy issues, a cross-departmental team of City staff has investigated the issues and prepared a draft Social Media Policy based on examples adopted by other cities and in consultation with legal counsel recommended by the California Joint Powers Insurance Authority.

Tonight, the City Council is asked to consider adoption of the attached proposed Social Media Policy. While the team evaluated the potential for two-way communication between the City and the community, staff, in consultation with legal counsel, determined it better to begin with a focus on one-way communication --that is, sending information from the City to the community--as a starting point, and not initially allowing for the posting of comments from the public. For example, staff plans to begin utilizing twitter and Facebook to send out meeting announcements and information on City events and programs. The focus on one-way communication will allow us to better understand the workload demands of posting and monitoring information, as well as better understand the First Amendment implications of potentially having to delete "inappropriate" comments. Utilizing social media platforms in this one-way fashion will broaden the City communication avenues already in place and will give us the needed experience on which to build toward two-way communication tools and full use of social media.

Thaddeus McCormack  
City Manager

Attachment:  
Proposed Social Media Policy



## **CITY OF SANTA FE SPRINGS – SOCIAL MEDIA POLICY**

### **Purpose**

This policy is to establish guidelines on the use of social media sites by the City of Santa Fe Springs ("City") as an additional means of conveying City information to its residents, businesses, and visitors and maximizing the promotion of City services, programs, and events.

The intended purpose of establishing social media pages for the City of Santa Fe Springs is to establish an additional platform to disseminate information from the City and about the City, to its residents, businesses, and visitors. This policy is also intended to mitigate associated risks from use of social media technology where possible.

The City of Santa Fe Springs has an overriding interest and expectation in protecting the integrity of information posted on its social media pages and deciding what is "spoken" on behalf of the City. This policy applies to all City Departments and all City employees who use social media sites and/or technology on behalf of the City. All questions relating to this policy should be directed to the City Manager's office.

### **Definitions**

"Social media sites" means content created by individuals, using accessible and interactive publishing technologies through and on the internet. Social media uses many technologies and platforms, including social networking, blogs, wikis, photo and video sharing, and more.

"City social media page" means a page on a social media site which the City establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site's owners, vendors or partners.

"Post" means information, articles, pictures, videos, hyperlinks or any other form of content or communication posted by the City on any official City social media page.

### **General Policy**

The City's official website at [www.santafesprings.org](http://www.santafesprings.org) will remain the City's primary source and means of internet communication. To the extent possible, a link to the City's official website shall be included on any City social media page. Wherever possible, City social media pages should link back to the official City of Santa Fe Springs website for forms, documents, online services and other information necessary to conduct business with the City of Santa Fe Springs. Information posted by the City on social media pages will supplement and not replace required notices and standard methods of communication.

Not all forms of social media may be appropriate for use by the City and any social media page established on behalf of the City must be approved by the City Manager's office. Consideration shall be given to the overall nature, theme, and suitability for use for City purposes.

City social media pages should make clear that they are maintained by the City of Santa Fe Springs and state that they follow the City's social media policy. To the extent possible, this policy must be displayed to users or made available by hyperlink.

Photos posted by the City on its social media pages shall include a release for those depicted in the photograph. In the same manner, photographs taken at public City events can be used consistent with the current practice for use in City marketing material. Photo releases shall be maintained/filed by the designated Social Media Administrator per the City's Records Retention Schedule.

City social media pages are subject to the California Public Records Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure. All such content must be retained with the Public Records Act and the City's document retention policy.

Employees representing the City and posting content on behalf of the City on its social media pages must conduct themselves at all times as a representative of the City and in accordance with all City policies. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

This policy may be revised at any time upon approval by the City Manager. Every attempt will be made to provide prior notice of any changes. However, when deemed necessary in order to fully protect the City's interests, the interests of the public, and to more fully protect the safety of the public, including employees governed by this policy, then this policy may be changed without notice.

### **Site Management and Content**

Social media sites approved for official use by the City include Facebook and Twitter. Approved social media sites must provide a mechanism for disabling any feature permitting comments or posts by members of the public or any individual not authorized to post on behalf of the City.

The City's Technology Services staff shall create and administer the City's social media pages and shall maintain all login and password information.

The City's social media pages are to be used for informational purposes and all content must pertain to the City and/or City business, programs, services, or events. The City shall have full permission and rights to any content posted by or on behalf of the City, including all photographs and videos.

City social media pages shall be managed consistent with the Brown Act, the Political Reform Act, and the California Election Code. Members of the City Council and City Commissions shall not post or respond to any posts, comments or publications on any

City social media page, or use any City social media page to blog or engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the Council or Commission, or for any political purpose.

The designated Social Media Administrator will be responsible for posting content on the City's social media pages on behalf of the City, monitoring content, and ensuring adherence to this policy. The Social Media Administrator must review the City's social media pages weekly and consistent with the Department Head's direction to ensure compliance with this policy. In addition, The Social Media Administrator must immediately alert the City Manager's office to any potential content posted on the City's social media pages that violates this policy.

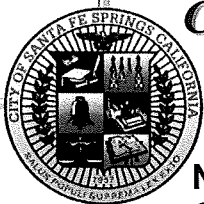
Content posted by the designated Social Media Administrator on the City's social media pages shall be done during normal business hours and be approved by the relevant Department Head. Uploaded marketing material must be approved by the Public Relations Specialist, through the City Manager's Office, consistent with the City's practice for printed marketing materials. After-hours and weekend postings shall only be made with approval from the Department Head from which the page emanates.

Any employee authorized to post on the City's social media pages shall not express his or her own personal views or concerns. Rather, posts by any authorized employee shall only reflect the views of the City. Any employee authorized to post on the City's social media pages shall use his or her best judgment in posting on the City's behalf and shall comply at all times with this policy. Content in any post made on behalf of the City shall not specifically refer to any City vendor, supplier, customer, contractor, employee, official or resident, without the approval of the City Manager's office.

Any employee authorized to post on the City's social media pages shall review, be familiar with, and comply with this policy and the social media site's use policies and terms and conditions.

The City reserves the right to have any content restricted or removed if deemed to be in violation of this policy or any applicable federal, state, or local law. Any such removed content must be retained consistent with the Public Records Act, where applicable, and/or the City's document retention policy, including the date, time and identify of the poster, when available.





# City of Santa Fe Springs

City Council Meeting

May 8, 2014

## NEW BUSINESS

### Code of Conduct for Advisory Committee Appointees

#### RECOMMENDATION

That the City Council adopt *The Code of Conduct for Advisory Committee Appointees*.

#### BACKGROUND

The Super Committee is a committee comprised of the chairs of the various City Advisory Committees. It meets on a quarterly basis and the chairs receive informational updates and materials as well as the schedule of upcoming events, which are then disseminated by the chairs to their respective committees. This collaboration allows for greater sharing of information and for involvement of residents in programs coordinated by the City.

At a meeting held October of 2013, it was determined that a code of conduct for appointees to these committees was needed to address the informal and, at times, unprofessional conduct of its members. These issues were not fully addressed in the respective by-laws of the committees, thus facilitating the creation for this document. Several codes of conduct from municipalities across the United States were studied and the result of the research was a draft that was brought before the Super Committee. A final draft was unanimously approved by the Super Committee and its Council liaison Mayor Pro Tem Laurie Rios at a special meeting held in March 2014.

#### SUMMARY ANALYSIS

The document, titled *The Code of Conduct for Advisory Committee Appointees*, focuses on the manner in which appointees are to comport themselves when in the discharge of their duties as a Council-appointed representative to an Advisory Committee. The emphasis on punctuality, cordiality, and respectful treatment towards other appointees and staff are clearly spelled out in the document.

It is important to note that *The Code of Conduct for Advisory Committee Appointees* is not intended to replace the by-laws of the Advisory Committees, but works in concert with the by-laws to ensure that appointed members carry out their duties in the most professional manner possible.

  
Thaddeus McCormack  
City Manager

#### Attachment:

Code of Conduct for Advisory Committee Appointees

**CITY OF SANTA FE SPRINGS  
CODE OF CONDUCT FOR  
ADVISORY COMMITTEE APPOINTEES**

Edited 03/14

The "Code of Conduct for Advisory Committee Appointees" shall provide as follows:

- A. All appointees to City of Santa Fe Springs Advisory Committees are expected to serve the City with the highest personal and professional integrity at all times. Accordingly, all appointees to such Advisory Committees agree, as a condition of their appointment, to abide by the following requirements:
1. Advisory Committee appointees will abide by their respective committee by-laws, as well as all applicable laws, regulations, ordinances, and other legal authority governing the position to which they have been appointed.
  2. Advisory Committee appointees will not improperly use the prestige and influence of their appointment for private gain or advantage.
  3. Advisory Committee appointees will perform their duties in a professional and responsible manner. They shall treat their colleagues, appointed and elected officials, City employees, and members of the public with respect, dignity, and fairness at all times, and will refrain from disparaging, defaming, or discriminating against any such person either in person, in the press, on social media, or to other parties.
    - a. RULES: Robert's Rules of Order (the most recently revised edition), except where inconsistent with the express provisions of the law, this Code of Conduct, other resolutions of the City Council, and the Advisory Committee's by-laws, as well as its standing rules shall govern the conduct of meetings of the Advisory Committee.
    - b. ADDRESSING OTHERS: Advisory Committee appointees are encouraged to use appropriate titles when acknowledging a colleague or meeting participant. Titles such as "Mr.", "Mrs.", "Ms.", "Mr./Madam Vice-Chair", "Mr./Madam Chair", etc. should be used to address fellow appointees or the public. This fosters an air respect and professionalism.
  4. Advisory Committee appointees acknowledge that as representatives of the City of Santa Fe Springs, they are expected to comport themselves in a manner that protects the City's reputation and should not engage in any activity that would bring their appointed position or the City into disrepute.

**CITY OF SANTA FE SPRINGS  
CODE OF CONDUCT FOR  
ADVISORY COMMITTEE APPOINTEES**

Edited 03/14

5. Advisory Committee appointees shall make sure that their decisions and actions are reasonable, fair, and appropriate to the circumstances based on consideration to relevant facts and supported by adequate evidence or documentation.
6. Advisory Committee appointees shall utilize facilities, equipment, supplies, or other resources of the City made available to them as a result of their appointed position for Advisory Committee business only and not for personal gain or political purposes.
7. Advisory Committee appointees shall not accept any gift or benefit that is intended, or likely, to cause them to act in a non-impartial manner in the course of their duties and shall report any such attempt to improperly influence them to an appropriate authority.
8. Advisory Committee appointees shall not make any public comment in a private capacity regarding the body to which they have been appointed unless first prefacing their remarks by stating that such comment is made in a private capacity and does not represent the official view of the Advisory Committee on which they serve, unless otherwise authorized by the body as a whole to do so.
9. Advisory Committee appointees, in the event a conflict of interest arises, shall take appropriate action to resolve the matter, which may include disclosure of the conflict, relinquishment of the personal interest giving rise to the conflict, withdrawal (recusal) from consideration or particular task where the conflict arises, and/or resignation from the appointed Advisory Committee.
10. Advisory Committee appointees must abide by the attendance requirements as set forth in their respective Advisory Committee by-laws. Missing the required number of meetings as defined in the by-laws will result in dismissal.
  - a. PUNCTUALITY: Advisory Committee appointees must arrive within fifteen minutes after the start of an Advisory Committee meeting called to order by the Chair or Vice-Chair. Failure to arrive to a scheduled Advisory Committee meeting within fifteen minutes of it being called to order will be considered an absence and duly noted by the Advisory Committee's Executive Secretary.

**CITY OF SANTA FE SPRINGS  
CODE OF CONDUCT FOR  
ADVISORY COMMITTEE APPOINTEES**

Edited 03/14

- B. All applicants seeking appointment to an Advisory Committee acknowledge that by executing the "Application for Committee Appointment" they have read and understand the "Code of Conduct for Advisory Committee Appointees" and agree that any violation of the same may constitute grounds to subject them to removal from their appointed position by the City Council of the City of Santa Fe Springs.
- C. Any violation of the "Code of Conduct for Advisory Committee Appointees" shall serve as sufficient cause for the removal of an appointee, subject to appropriate due process or other procedural requirements to the extent required by law for the particular appointment at issue.
  - 1. VACANCY DUE TO RESCINDED APPOINTMENT: Should an Advisory Committee appointee have their appointment rescinded as a result of non-compliance to the respective Advisory Committee's by-laws, he/she will be unable to be re-appointed to the respective Advisory Committee for a period of two years from the date of their dismissal.





## **NEW BUSINESS**

### Renewal of General Services Agreement Between the City of Santa Fe Springs and the County of Los Angeles

#### **RECOMMENDATION**

That the City Council approve the renewal of the General Services Agreement between the City of Santa Fe Springs and the County of Los Angeles for a five-year period commencing on July 1, 2014, and in so doing, authorize the Mayor to execute the agreement documents.

#### **BACKGROUND**

The City of Santa Fe Springs, since its incorporation in 1957, has had agreements with the County of Los Angeles whereby the County provides certain services to the City. Although from time-to-time the City uses County services for specific activities, for the most part this agreement provides the umbrella under which the County Department of Public Works provides building division, plan checking, and field inspection services for the City.

The current Agreement which was approved by the City Council on March 12, 2009, runs through June 30, 2014. In the event the City desires to renew the Agreement for another five-year period, (from July 1, 2014 through June 30, 2019) the City Council shall no later than the last day of May 2014, notify the Board of Supervisors of the County that that it wishes to renew the Agreement, whereupon the Board of Supervisors of the County, not later than the last day of June 2014, shall notify the City Council in writing of its willingness to accept such renewal.

Generally, the services provided by the County have remained relatively unchanged; however, periodically the City has had to address concerns related to both customer service and service cost. In May of 2011, the City Council directed staff to conduct a thorough review of Building Services, including the issuance of a Request for Proposals from private vendors to perform turn-key building plan check and inspection services provided by the Los Angeles County Department of Public Works. This review was requested to address both customer service and cost concerns.

The review resulted in the following actions:

1. In April 2011, a new Building Clerk was assigned. The new assignment resolved prior customer service concerns.\*
2. In May 2011, a new plan check procedure was instituted to involve the Director of Planning and Development whenever a potential customer concern seemed likely. This new procedure, combined with the Plan Checker's more customer-sensitive approach, has significantly reduced customer complaints.

3. In July 2011, at the City's demand, a new Building Inspector was assigned by the County to serve the City. This assignment resolved prior customer service concerns.
4. A Request for Proposal (RFP) process commenced in September 2011. This resulted in the submittal of two (2) proposals, neither of which improved on the cost, basic service plan, and/or qualification standards currently provided by the County.

\* Note: The Building Clerk was a City employee.


While the changes instituted in 2011 helped facilitate positive changes in the County/City relationship, both from a customer service and cost perspective, Staff continues to work on further improving the relationship and the way service is delivered. To this end Staff has instituted and/or is working on the following:

1. The Director has a monthly meeting and when necessary, more frequently, with the County's District Engineer who is responsible for overseeing County employees assigned to the City, and the services provided to the City under the Agreement.
2. The Director regularly meets with County employees assigned to the City to discuss issues, potential and actualized, and also to think of ways that services can be improved. Emphasis is placed on a customer-sensitive approach in the delivery of service.
3. All expedited plan check requests are initially routed through the Director of Planning instead of the County's plan check engineer. A hierarchical system has been developed for expedited requests.
4. To "demystify" the building permit/plan check process, handouts are being developed. Where applicable, said handouts include illustrations.
5. A survey is being developed to assess customer satisfaction with the services provided.
6. In April, at the request of the City, a different Building Inspector was assigned to serve the City. This assignment will resolve ongoing internal issues and specific customer service concerns.

With the changes instituted in 2011 and the changes in progress, Staff is recommending that the Agreement be renewed. The current Agreement which was approved by the City Council on March 12, 2009, runs through June 30, 2014. The approval of this Agreement would be for a five-year term from July 1, 2014 through June 30, 2019.

**FISCAL IMPACTS**

Approval of the General Services Agreement is "revenue neutral" in that the fees collected for plan check and inspection services would cover the City's cost associated with the Agreement.



Thaddeus McCormack  
City Manager

**Attachments:**

1. General Services Agreement
2. Joint Indemnity Agreement
3. Assumption of Liability Agreement

## GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2014, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Santa Fe Springs, hereinafter referred to as the "City."

### RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

### THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2019, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2019, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2019, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

The City of Santa Fe Springs,

By \_\_\_\_\_  
Mayor

ATTEST:

City Clerk

**THE COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer/Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Deputy

## JOINT INDEMNITY AGREEMENT

THIS AGREEMENT, dated for reference purposes on the \_\_\_\_ day of \_\_\_\_, 1991, is made and entered into between the County of Los Angeles, sometimes hereinafter referred to as the "County", and the City of \_\_\_\_, sometimes hereinafter referred to as the "City."

This agreement is entered into based upon the following facts:

(a) City and County have contracted for the performance of services by County, its officers, agents and employees, and may in the future extend, renew and amend such contracts, and enter into other and further contracts for the performance of services, all of which are hereinafter referred to as "service contracts";

(b) Pursuant to Government Code Section 895.6, if the agreements between City and County fail to specify how the responsibility for liability for injuries to persons or property is to be allocated, each entity is to contribute an equal share of the amount of any judgment based on an injury that occurs in the performance of the agreement;

(c) Pursuant to Government Code Section 895.4, the City and County may allocate the ultimate financial responsibility among themselves in whatever manner seems most desirable to them;

(d) County has established the Contract Cities Trust Fund (sometimes hereinafter referred to as "Trust Fund") into which County will deposit designated portions of the funds received from City and other cities as compensation for the performance of services;

(e) County is willing to perform the services for City if City is willing to contribute to the Trust Fund as a part of the compensation for the performance of the services;

(f) City is willing to have County provide the services and to contribute to the Trust Fund as a part of the compensation for the performance of the services;

(g) Utilizing the Trust Fund, County is willing to assume liability and defend and hold City harmless from any loss, cost or expense caused by the negligent or wrongful acts or omissions of County officers, its agents or employees, occurring in the performance of said agreements.

(h) Using its own funds and without contribution from the Trust Fund, City is willing to assume liability and defend and hold County harmless from loss, cost or expenses caused by the negligent or wrongful act or omission of City officers, agents or employees occurring in the performance of agreements between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Establishment of Trust Fund

City and County agree that the Auditor-Controller of the County shall establish a fund for the payment of losses for which County may be liable under the terms of this agreement.

County agrees to maintain the fund, to be known as the Contract Cities Trust Fund, for the purposes set forth in this Agreement.

2. Control of Trust Fund

City and County agree that the Trust Fund is under the full control of County.

3. Payment to Trust Fund

City agrees to make payment to the fund, and County agrees to require each City receiving services under service contracts to also contribute to the fund.

Payments towards the total amount of the fund shall be made by City in such amounts as may be established by County Trust

Fund Administrator with concurrence of Auditor-Controller according to the policy and procedures established by County.

Such payments may be at a rate calculated separately for each specific service provided by County through its performance of service contracts during each fiscal year.

4. Sufficiency and Use of Trust Fund

To the extent that County has agreed to indemnify, defend and hold harmless City, its officers, agents and employees under this agreement, said obligation shall continue to exist during the term of this agreement whether or not there are sufficient funds for such indemnity, defense or hold harmless in the Trust Fund.

If in the discretion of the Trust Fund Administrator the Trust Fund balance is inadequate to fund contract cities liabilities, the Auditor will advance from the County's funds amounts necessary to temporarily finance such liabilities.

City agrees, together with others who will be required to make like contributions, to contribute upon demand by the Trust Fund Administrator such sums as the Trust Fund Administrator determines are necessary to replenish the Trust Fund so that the County's funds may be reimbursed.

The Trust Fund shall reimburse the County's funds for all

such costs temporarily advanced on behalf of the Trust Fund with interest at County treasury rate within one calendar year from the date of the County's advance.

It is further understood that County may also utilize said fund for the purchase of commercial insurance and claims management services and for the payment of other costs to cover all or any part of County's exposures hereunder.

5. Indemnity from the Trust Fund

Utilizing the Trust Fund, County will undertake to investigate, defend and pay any losses, costs, settlement awards, judgments or expenses originating from claims or litigation based or alleged to be based upon the negligent or wrongful act or omission of County officers, agents or employees engaged in the performance of services for City pursuant to the service contracts.

County will not undertake this responsibility if the liability is based or alleged to be based upon the negligent or wrongful act or omission of City, its officers, agents or employees occurring during the performance of the service contracts. Where County contends that the City is partially responsible through its negligence or wrongful act or omission, County shall still undertake the responsibility herein imposed,

but County may, by written notification to City, reserve its right to claim indemnification from the City for that portion of the loss, cost, settlement, award or judgment attributable to the City's negligence or wrongful act or omission.

Except for its contribution to the Trust Fund, City will not be liable for defense costs or for holding County harmless from loss, costs, or expenses caused in whole or in part by the negligent or wrongful act or omission of County, its officers, agents and employees occurring during the performance of the services pursuant to the contracts.

6. Indemnity by City

a. Acts or Omissions

City will undertake to investigate, defend and pay any losses, costs, settlement awards, judgments, or expenses originating from claims or litigation based or alleged to be based in whole or in part upon the negligent or wrongful act or omission of City, its officers, agents or employees occurring during the performance of the service contracts.

b. Dangerous Conditions of City Property

When liability is based or alleged to be based on a dangerous condition of City property pursuant to §830

et. seq. of the Government Code (including, but not limited to, the plan or design of the City property), City shall assume liability and defend and hold County harmless from any loss, cost or expense caused by the negligent or wrongful act or omission of City, its officers, agents or employees.

c. Exception for Maintenance or Inspection of City Property

Where a duty is imposed on County pursuant to a service contract to provide maintenance or inspection services pertaining to City property, County shall utilize the Trust Fund to investigate, defend, and pay any losses, costs, settlement awards, judgments or expenses originating from claims or litigation allegedly based upon the existence of a dangerous condition of City's property as a result of the negligent or wrongful act or omission of County officers, agents or employees in the performance of such service contracts.



7. No Funding of City's Unilateral Settlements or Litigation

Should City agree, or stipulate or consent to the settlement of any claim or action, the making or entry of any judgment, order or other award for damages or for other relief against itself or any of its officers, agents or employees or against County or its officers, agents or employees in any proceeding or action authorized by law, involving a matter arising out of the performance by County pursuant to the service contracts, without the prior written consent thereto of County, then City agrees to indemnify, hold harmless and defend County from any loss, cost or expense sustained by County arising from such claim, judgment or other award irrespective of the legal basis upon which liability may be imposed by such claim or action, including liability of County under the provision of §895.2 of the Government Code.

8. Cooperation in Assumption of Liability

City and County agree to fully cooperate and assist each other in all matters relating to losses covered by the terms of this agreement.

More specifically, but not limited thereby, each party will:

- (a) In the event of a claim or suit or an occurrence likely to involve a claim or suit covered by this agreement, give prompt

written notice to the other party. Written notice shall contain the name and address of the person or organization sustaining injury or damage, and of any witnesses, as well as the time, place and circumstances of the occurrence.

(b) If claim is made or suit is brought against a party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other party.

c) Cooperate with the other party and, upon the other party's request assist in the processing of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the other party for injury or damage covered by this agreement; attend upon request hearings and trials, assist in securing and giving of evidence and obtaining the attendance of witnesses.

9. Participation in Litigation

Any party may at its own cost participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other party, and where the other party has consented thereto.

10. Application of Agreement to Other Agreements

This agreement shall apply to and shall be deemed to be a part of all agreements now existing or hereafter entered into including amendments, renewals, or other extensions thereof, wherein City and County have contracted under circumstances wherein the liability of City and County is joint and several under §895.2 of the Government Code of the State of California.

11. Control over Prior Agreements

Any references in service contracts to the "Assumption of Liability Agreement" shall be deemed to be to this Agreement.

The provisions of this agreement shall supersede and control over any other provisions inconsistent herewith in any such contract, and control future agreements between the parties hereto unless by specific reference therein this Joint Indemnity Agreement is made inapplicable.

12. Termination of Agreement

This agreement shall continue during the term of any service contract between City and County unless:

(a) County elects to terminate this agreement upon thirty days written notice to City.

(b) Upon County's election, if City fails to cooperate with County as required by this agreement.

(c) Upon County's election if City authorizes any judgment, order or other award for damages without the consent of County in violation of the terms and provisions of this agreement.

(d) Upon County's election in its absolute discretion to terminate this Joint Indemnity Agreement as to all cities having such service contracts with County.

On the termination of this agreement, City shall not be entitled to return of any consideration paid by it towards the Trust Fund. Termination of this agreement shall not relieve City of its obligation to make contributions as required by Paragraph 4.

13. Termination of Service Contracts Between  
County and City

On termination by City of service contract with County or termination of said contract by County for any cause, County and/or City shall continue to defend, indemnify and hold harmless the other party for all claims and losses pursuant to the terms of this agreement arising prior to the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinafter set forth.

CITY OF

By \_\_\_\_\_  
Mayor

ATTEST this \_\_\_\_ day of \_\_\_\_, 1991

By \_\_\_\_\_  
City Clerk

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST this \_\_\_\_ day of \_\_\_\_, 1991

LARRY J. MONTEILH  
Executive Officer  
Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON  
County Counsel

By \_\_\_\_\_  
Deputy  
9-12.JIA

ASSUMPTION OF LIABILITY AGREEMENT

THIS AGREEMENT, dated for reference purposes only, on the 14th day of November, 1977, is made and entered into between the County of Los Angeles, sometimes hereinafter referred to as the "County," and the City of Santa Fe Springs, sometimes hereinafter referred to as the "City."

RECITALS

(a) City and County have heretofore contracted for the performance of services by County, its officers, agents and employees, and will in the future extend, renew and amend such contracts, and enter into other and further contracts for the performance of services; and

(b) Such contracts are agreements defined under §895 of the Government Code, and pursuant to §895.2 thereof joint and several liability is imposed on the parties; and

(c) Pursuant to §895.4 of the Government Code the parties as a part of the aforementioned agreements may provide for contribution or indemnification upon any liability arising out of the performance of the agreement; and

(d) The County is willing to assume liability and defend and hold the City harmless from any loss, cost or expense caused by the negligent or wrongful acts or omissions of County officers, its agents and employees, occurring in the performance of said agreement; and

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(e) The City is willing to assume liability and defend and hold the County harmless from loss, cost or expenses caused by the negligent or wrongful act or omission of city officers, agents or employees occurring in the performance of agreements between the parties, except as hereinafter provided,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will assume liability and defend and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of §895.2 of the Government Code of the State of California.

2. The City will assume liability and defend and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of §895.2 of the Government Code of the State of California. In addition, when liability arises pursuant to §§830, et seq., of the Government Code, by reason of a dangerous condition of public property of the City, the City shall assume liability and defend and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees, whether

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1 arising in the performance of an agreement between the  
2 parties hereto, with the exception that the County shall  
3 assume liability and defend and hold the City harmless from  
4 loss, costs or expenses caused by the negligent or wrongful  
5 act or omission of County officers, agents and employees,  
6 occurring in the performance of any agreement between the  
7 parties hereto where a duty is imposed on the County pursuant  
8 to such agreement to provide maintenance or inspection  
9 services pertaining to said property. Where such an agree-  
10 ment between a City and County provides that the County will  
11 provide at least the same level of maintenance or inspection  
12 services that the County provides to unincorporated areas,  
13 the County will assume liability and defend and hold the City  
14 harmless from loss, costs or expense caused by the negligent  
15 or wrongful act or omission of County officers, agents and  
16 employees in failing to provide said services in accordance  
17 with said agreement.

18 3. The parties further agree that the Auditor-  
19 Controller of the County shall establish a fund for the pay-  
20 ment of losses for which the County may be liable under the  
21 terms of this agreement, and the County agrees to maintain  
22 the fund for the purpose of paying such losses which may  
23 occur through its performance under agreements to provide  
24 city services to the cities within the County.

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1           4. It is understood by the parties that the fund  
2 referred to in paragraph 3 above is under the full control  
3 of the Board of Supervisors and reappropriation of unen-  
4 cumbered year-end balances in this fund is discretionary  
5 with the Board of Supervisors.

6           5. The City agrees to make payment to the fund, and  
7 the County agrees to require each city receiving services  
8 under City Service Agreements to also contribute to the fund.  
9 Payments towards the total amount of the fund shall be made  
10 by the City in such amounts as may be established by the  
11 Auditor-Controller according to the policy and procedure  
12 established by the Board of Supervisors, and in the same  
13 ratio as the cost of services received by the City is to the  
14 total cost to the County for its performance of City Service  
15 Agreements during each fiscal year. In the event that City  
16 should elect to terminate its Service Agreement with the  
17 County, its responsibility to contribute to the fund pursuant  
18 to this agreement shall be limited to payment of amounts  
19 which accrue prior to the effective date of said termination.

20           6. Each party agrees to fully cooperate with the other  
21 and assist the other party hereto in all matters relating to  
22 losses covered by the terms of this agreement, and more  
23 specifically but not being limited thereby, each party will:

24           (a) Give prompt notification of all occurrences  
25 covered or likely to be covered by the terms hereof,  
26 together with the particulars thereof to the other party  
27 hereto;

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1 (b) If claim is made, or suit is brought against  
2 a party on occurrences covered or likely to be covered  
3 by the terms hereof, such party shall immediately  
4 forward every claim, demand, notice, summons or other  
5 process received by it to the other party hereto.

6 7. Should City agree, stipulate, consent to, or other-  
7 wise suffer the granting of any claim, the making of any  
8 judgment, order, or other award for damages or other relief  
9 against itself or any of its or the County's officers,  
10 agents, or employees in any proceeding or action authorized  
11 by law involving a matter arising out of the performance by  
12 the County of services affected hereby without the prior  
13 written consent thereto of the County, the City agrees to  
14 indemnify, hold harmless, and defend the County from any  
15 loss, cost or expense to it arising from such claim, judgment,  
16 or other award irrespective of the legal basis upon which  
17 liability may be imposed by such action including liability  
18 of the County under the provisions of Section 895.2 of the  
19 Government Code.

20 8. Any party may at its own cost participate in the  
21 defense of any suit, or in the prosecution of any appeal  
22 affecting matters herein involved where the duty of defense  
23 or prosecution is imposed on the other party, and where the  
24 other party has consented thereto.

25 9. This agreement shall apply to and shall be deemed  
26 to be a part of all agreements now existing or hereafter

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1 entered into, including amendments, renewals, or other  
2 extensions thereof, wherein the City and County have con-  
3 tracted under circumstances wherein the liability of the City  
4 and County is joint and several under §895.2 of the Govern-  
5 ment Code of the State of California. The provisions of this  
6 agreement shall supersede and control over any other provi-  
7 sions inconsistent therewith in any such contract, heretofore  
8 or hereafter entered into by and between the parties hereto,  
9 unless by specific reference therein this Assumption of  
10 Liability Agreement is inapplicable.

11 10. On the effective date of this agreement that cer-  
12 tain agreement entitled "Assumption of Liability Amendment,"  
13 if any between the parties, is terminated. The effective  
14 date of this agreement is the date executed by the parties,  
15 but in no event sooner than 12:00 A.M., March 15, 1978,  
16 unless the aforementioned Assumption of Liability Amendment  
17 should be sooner terminated by the parties, in which event  
18 the date of such termination shall be the effective date of  
19 this agreement. Upon the effective date of this agreement th  
20 same shall continue during the term of any agreement for  
21 services to which the same is applicable, unless the County  
22 shall sooner elect to terminate this agreement upon thirty  
23 days written notice to the City. The County further agrees  
24 that this agreement shall be only terminated upon the occur-  
25 rence of the foregoing, or any one or more of the following  
26 events:

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1 (a) Failure of the City to cooperate with the  
2 County as required by this agreement.

3 (b) Upon the City authorizing any judgment, order  
4 or other award for damages without the consent of the  
5 County in violation of the terms and provisions of this  
6 agreement.

7 (c) Upon the County's election in its absolute  
8 discretion to terminate this Assumption of Liability  
9 Agreement as to all cities having such service agree-  
10 ments with the County.

11 11. To the extent that the County has agreed to indem-  
12 nify, defend and waive harmless a city, its officers, agents  
13 and employees under this agreement, said obligation shall  
14 continue to exist during the term of this agreement whether  
15 or not there are sufficient funds for such indemnity, defense  
16 or hold harmless in the fund established by the Auditor-  
17 Controller. It is further understood that the County may  
18 also utilize said fund for the purchase of commercial  
19 insurance and claims management services and for the payment  
20 of other costs to cover the exposures of the County hereunder  
21 in whole or in part.

22 12. On termination by the City of service contract with  
23 the County, or upon termination by the County for any cause,  
24 the County shall continue to indemnify, defend and hold harm-  
25 less the City for all claims and losses for which liability  
26 is imposed on the County by the terms of this agreement, and  
27  
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1 where arising out of the County's negligent or wrongful act  
2 or omission, prior to the effective date of said termination.  
3 Said City shall not be entitled to return of any considera-  
4 tion paid by it towards the fund established by the Auditor-  
5 Controller on the termination of this agreement.

6 IN WITNESS WHEREOF, the parties hereto have caused this  
7 agreement to be executed by their duly authorized officers the  
8 day and year hereinafter set forth.

9 CITY OF SANTA FE SPRINGS

10 By Armando J. Mora  
11 Mayor

12 ATTEST this 14th day of March,  
13 1978.

14 Robert L. Williams  
15 City Clerk



17  
18  
19  
20  
21 ADOPTED  
22 BOARD OF SUPERVISORS  
23 COUNTY OF LOS ANGELES

24 109

25 DEC 27 1977

26 James S. Mize  
27 JAMES S. MIZE  
28 EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By Pat G. Schubert  
Chairman, Board of Supervisors

ATTEST this 22 day of MARCH,  
1978.

JAMES S. MIZE, Executive Officer-  
Clerk of the Board of Supervisors

By Lynn Jordan  
Deputy





## **NEW BUSINESS**

### Amended Land Lease Agreement with T-Mobile West Tower, LLC

Consideration of an amended Land Lease Agreement with T-Mobile West Tower, LLC, for an additional 700 sq. ft. (20' x 35') of City-owned property to accommodate an additional communications facility and appurtenant equipment on the property at the end of the Los Nietos Road extension, west of the San Gabriel Freeway (I-605) and east of the San Gabriel River.

### **RECOMMENDATION**

That the City Council approve the Amended Land Lease Agreement with T-Mobile West Tower, LLC.

### **BACKGROUND**

The City and Pacific Bell Mobile Services, a California corporation entered into a Land Lease Agreement and a memorandum in 1998, whereby the City leased to Pacific Bell Mobile Services approximately 400 sq. ft. of the subject property for the establishment, operation, and maintenance of a 60-foot high digital antenna tower and related appurtenant equipment. The digital antenna tower and related appurtenant equipment were entitled under Conditional Use Permit Case No. 552 which was approved by the Planning Commission at its meeting held on January 26, 1998.

T-Mobile West Tower LLC is currently the lessee under the Agreement as successor in interest to the Original Lessee. The original Agreement had an initial term that commenced on March 9, 1998, and expired on March 8, 2003. The Agreement provided for five extensions of five years each, the first three of which were exercised by the Lessee. According to the Agreement, the final extension expires on March 8, 2028.

T-Mobile West Tower LLC is requesting that the original Agreement be amended to allow AT&T to co-locate its antennas on the existing tower and to expand the original lease area for appurtenant equipment.

The following is a summary of the terms and conditions recommended for the Amended Land Lease Agreement:

1. The original lease area will be expanded in size to include additional space for AT&T. The expanded space will consist of a 20' x 35' or 700 sq. ft. area. The additional lease area will allow for the co-location of AT&T's antennas on the existing tower structure and installation of additional antennas and appurtenant equipment.

2. Rent for the Additional Lease Area will be Two Thousand and 00/100 Dollars (\$2,000 per) per month, beginning upon the commencement of installation of improvements within the Additional Lease Area. Commencing on the first anniversary of the Additional Rent Commencement Date and every year thereafter (each an "Adjustment Date"), the Additional Rent shall increase by an amount equal to three percent (3%) of the Additional Rent in effect for the month immediately preceding the Adjustment Date.

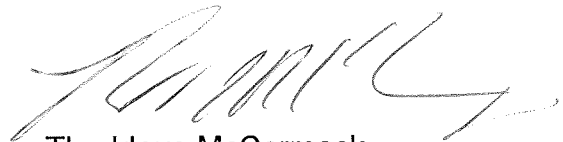
3. The term for the Additional Lease Area shall expire March 8, 2028, which is the same as the final extension date of the initial 1998 Agreement. If the site is utilized for the term of the lease, with the 3% annual increase, rental income to the City would be \$446,373.93.

### **FISCAL IMPACTS**

The lease provides a net, positive fiscal impact to the City's General Fund. The Lease Agreement ensures that the Lessee will provide for any costs associated with the use and operation of the facility.

### **INFRASTRUCTURE IMPACTS**

There are no immediate or long-term negative impacts to the property. The additional lease area does not interfere with the City's use of the site for water well purposes. Income from the property can be used to offset the yearly maintenance cost on the property.



Thaddeus McCormack  
City Manager

### **Attachments:**

1. Location Map - Aerial Photograph
2. Amended Lease Agreement
3. Memorandum
4. Site Plan
5. Equipment Area & Antenna Layout Plans (Includes New Lease Area)



**FIRST AMENDMENT TO  
STANDARD LEASE AGREEMENT**

THIS FIRST AMENDMENT TO STANDARD LEASE AGREEMENT (the "First Amendment") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

**RECITALS**

WHEREAS, Lessor and Pacific Bell Mobile Services, a California corporation ("Original Lessee") entered into a Standard Lease Agreement dated February 13, 1998, a memorandum of which was recorded on June 15, 1998 at Instrument No. 98-1005450, in the Office of the Los Angeles County Recorder, California (the "Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in Los Angeles County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, T-Mobile West Tower LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on March 9, 1998 and expired on March 8, 2003. The Agreement provides for five extensions of five years each, the first three of which were exercised by Lessee. According to the Agreement, the final extension expires on March 8, 2028; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of a 20' x 35' or 700 square foot parcel of real property adjacent to the existing Premises at a location more particularly shown on the Site Plan attached hereto as Exhibit B (the "Additional Lease Area"). The Premises, as expanded hereby, is described on Exhibit A attached hereto. Notwithstanding anything to the contrary in this First Amendment, Lessee is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this First Amendment. In the event the location of any of Lessee's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Lessee's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas. The term for the Additional Lease Area shall be the same as the term for the existing Premises, and the final extension will expire on March 8, 2028.

3. Additional Rent. Rent for the Additional Lease Area will be Two Thousand and 00/100 Dollars (\$2,000.00) per month ("Additional Rent"), beginning upon the commencement of installation of improvements within the Additional Lease Area ("Additional Rent Commencement Date"). Commencing on the first anniversary of the Additional Rent Commencement Date and every year thereafter (each an "Adjustment Date"), the Additional Rent shall increase by an amount equal to three percent (3%) of the Additional Rent in effect for the month immediately preceding the Adjustment Date. In the event Lessee ceases to use the Additional Lease Area, Lessee's obligation to pay the Additional Rent shall likewise terminate upon the removal of any improvements located on the Additional Lease Area.

4. Right of First Refusal. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring

Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Lessor's interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Premises. If Lessor's notice covers portions of Lessor's Property beyond the Premises, Lessee may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

5. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Except as expressly identified in this First Amendment, Lessor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any

rights of Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

c) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Premises which in the reasonable opinion of Lessee has or may have an adverse affect on Lessee's use or possession of the Premises.

e) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

6. Notices. Lessee's notice address as stated in Section 17(d) of the Agreement is amended as follows:

If to Lessee:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, WA 98006  
Attn: Legal Compliance

With a copy to:

T-Mobile West Tower LLC  
c/o CCTMO LLC  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action

necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

**LESSOR:**

CITY OF SANTA FE SPRINGS, a California  
municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

**LESSEE:**

T-MOBILE WEST TOWER LLC, a Delaware  
limited liability company

By: CCTMO LLC, a Delaware limited  
liability company

Its: Attorney In Fact

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**(Legal Description of Premises, as expanded)**

EXISTING PREMISES DESCRIPTION (referred to as "Existing Lease Area" on Exhibit B hereto).

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS IN SAID OFFICE, AS ACQUIRED BY THE STATE OF CALIFORNIA BY DEEDS RECORDED IN BOOK 48959, PAGE 297 AND IN BOOK D1398, PAGE 453, BOTH OF OFFICIAL RECORDS IN SAID OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & LOS NIETOS RD. AS THEY EXIST TODAY, FROM WHICH THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & MERSIN PLACE BEARS SOUTH 22°07'56" WEST, A DISTANCE OF 548.39 FEET; THENCE NORTH 72°25'15" WEST, A DISTANCE OF 1092.07 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 76°12'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 13°47'05" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 76°12'55" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQ. FT. MORE OR LESS.

ADDITIONAL LEASE AREA DESCRIPTION (referred to as "Expansion Area" on Exhibit B hereto).

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS IN SAID OFFICE, AS ACQUIRED BY THE STATE OF CALIFORNIA BY DEEDS RECORDED IN BOOK 48959, PAGE 297 AND IN BOOK D1398, PAGE 453, BOTH OF OFFICIAL RECORDS IN SAID OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & LOS NIETOS RD. AS THEY EXIST TODAY, FROM WHICH THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & MERSIN PLACE BEARS SOUTH 22°07'56" WEST, A DISTANCE OF 548.39 FEET; THENCE NORTH 72°25'15" WEST, A DISTANCE OF 1092.07 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 76°12'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 13°47'05" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 76°12'55" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 35.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 700 SQ. FT. MORE OR LESS.



COMBINED LEASE LEGAL DESCRIPTION

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS IN SAID OFFICE, AS ACQUIRED BY THE STATE OF CALIFORNIA BY DEEDS RECORDED IN BOOK 48959, PAGE 297 AND IN BOOK D1398, PAGE 453, BOTH OF OFFICIAL RECORDS IN SAID OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & LOS NIETOS RD. AS THEY EXIST TODAY, FROM WHICH THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & MERSIN PLACE BEARS SOUTH 22°07'56" WEST, A DISTANCE OF 548.39 FEET; THENCE NORTH 72°25'15" WEST, A DISTANCE OF 1092.07 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 76°12'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 13°47'05" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 76°12'55" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 35.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 1100 SQ. FT. MORE OR LESS.

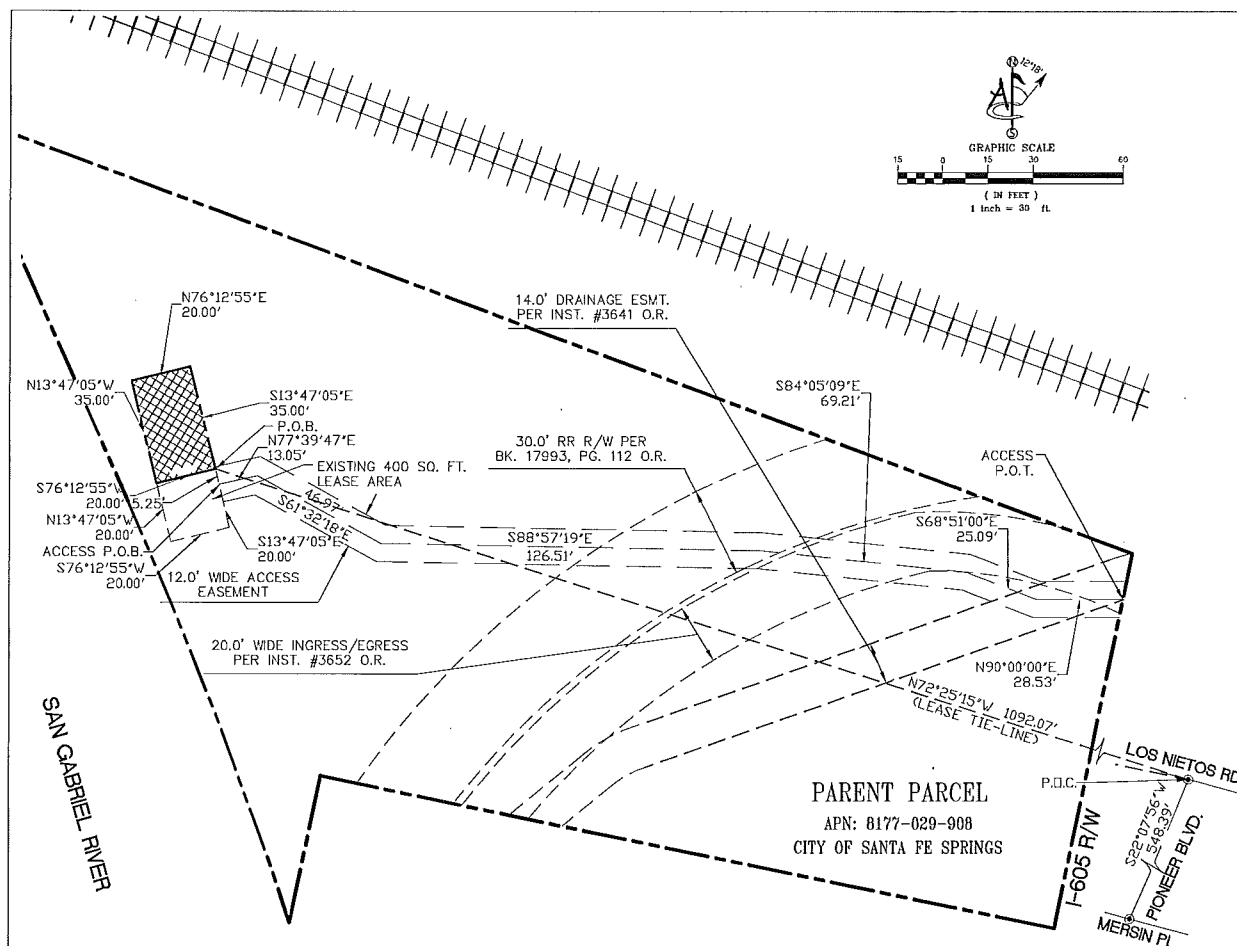
ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS IN SAID OFFICE, AS ACQUIRED BY THE STATE OF CALIFORNIA BY DEEDS RECORDED IN BOOK 48959, PAGE 297 AND IN BOOK D1398, PAGE 453, BOTH OF OFFICIAL RECORDS IN SAID OFFICE, BEING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING FOR A TIE AT THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & LOS NIETOS RD. AS THEY EXIST TODAY, FROM WHICH THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & MERSIN PLACE BEARS SOUTH 22°07'56" WEST, A DISTANCE OF 548.39 FEET; THENCE NORTH 72°25'15" WEST, A DISTANCE OF 1092.07 FEET; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 5.25 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 77°39'47" EAST, A DISTANCE OF 13.05 FEET; THENCE SOUTH 61°32'18" EAST, A DISTANCE OF 46.97 FEET; THENCE SOUTH 88°57'19" EAST, A DISTANCE OF 126.51 FEET; THENCE SOUTH 84°05'09" EAST, A DISTANCE OF 69.21 FEET; THENCE SOUTH 68°51'00" EAST, A DISTANCE OF 25.09 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 28.53 FEET TO THE POINT OF TERMINUS.

CONTAINING 642 SQ. FT. MORE OR LESS.

**EXHIBIT B**  
**(Site Plan)**



PROJECT INFORMATION:	
LA0006 ASHMUN WELL 825101 2525 PIONEER BOULEVARD SANTA FE SPRINGS, CA 90670	
ORIGINAL ISSUE DATE:	
01/03/2013	
REV. DATE:	DESCRIPTION:
PLANS PREPARED BY:	
CONSULTANT:	
1310 MAIN STREET SUITE 200 HUNTINGTON BEACH, CA 92648 (714) 483-0470	
DESIGN BY:	CHK. BY:
MF	EH SE
LIC. NO.:	
SHEET TITLE:	
OVERALL DETAIL	
SHEET NUMBER:	
LS-2	

**WHEN RECORDED RETURN TO:**

Prepared by:  
Lake & Cobb, PLC  
1095 W. Rio Salado Pkwy  
Suite 206  
Tempe, AZ 85281

Space above this line for Recorder's Use

**A.P.N. 8177-029-908**

Prior recorded document(s) in Los Angeles County, California:  
June 15, 1998 at #98-1005450

**MEMORANDUM OF FIRST AMENDMENT TO**  
**STANDARD LEASE AGREEMENT**

This Memorandum of First Amendment to Standard Lease Agreement is made effective this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Lessor and Pacific Bell Mobile Services, a California corporation ("Original Lessee") entered into a Standard Lease Agreement dated February 13, 1998, a memorandum of which was recorded on June 15, 1998 at Instrument No. 98-1005450 (the "Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in

Site Name: LA006 Ashmun Well  
Business Unit #: 825101

1

Documentary Transfer Tax \$ \_\_\_\_\_  
\_\_\_\_ Computed on full value of property  
\_\_\_\_ Computed on full value less liens and  
encumbrances remaining at time of sale  
\_\_\_\_ Computed on full value of lease surpassing the 35  
year term limit \_\_\_\_\_  
\_\_\_\_ Computed on leased area of the property \_\_\_\_\_  
\_\_\_\_\_  
Signature of Declarant or agent -- Firm Name

Los Angeles County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"). Lessor's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.

2. T-Mobile West Tower LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee.

3. The Agreement had an initial term that commenced on March 9, 1998 and expired on March 8, 2003. The Agreement provides for five extensions of five years each, the first three of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Agreement, the final Renewal Term expires March 8, 2028.

4. By the First Amendment, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property, under the following terms:

5. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Lessor's interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Premises. If Lessor's notice covers portions of Lessor's parent parcel beyond the Premises, Lessee may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less

than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

6. Lessor and Lessee have entered into a First Amendment to Standard Lease Agreement (the "First Amendment"), of which this is a Memorandum, whereby Lessor and Lessee expanded the Premises by an additional area of 700 square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as Exhibit A.

7. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

8. This Memorandum does not contain the social security number of any person.

9. A copy of the First Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

**IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

**LESSOR:**

CITY OF SANTA FE SPRINGS, a California  
municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing 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.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

**LESSEE:**

T-MOBILE WEST TOWER LLC, a Delaware  
limited liability company

By: CCTMO LLC, a Delaware limited  
liability company

Its: Attorney In Fact

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_ (here insert  
name of the officer), Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the foregoing 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.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[Seal]



**EXHIBIT A**  
**(Legal Description of Premises, as expanded)**

PREMISES DESCRIPTION, AS EXPANDED

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS IN SAID OFFICE, AS ACQUIRED BY THE STATE OF CALIFORNIA BY DEEDS RECORDED IN BOOK 48959, PAGE 297 AND IN BOOK D1398, PAGE 453, BOTH OF OFFICIAL RECORDS IN SAID OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & LOS NIETOS RD. AS THEY EXIST TODAY, FROM WHICH THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & MERSIN PLACE BEARS SOUTH 22°07'56" WEST, A DISTANCE OF 548.39 FEET; THENCE NORTH 72°25'15" WEST, A DISTANCE OF 1092.07 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 76°12'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 13°47'05" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 76°12'55" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 35.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 1100 SQ. FT. MORE OR LESS.

ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS IN SAID OFFICE, AS ACQUIRED BY THE STATE OF CALIFORNIA BY DEEDS RECORDED IN BOOK 48959, PAGE 297 AND IN BOOK D1398, PAGE 453, BOTH OF OFFICIAL RECORDS IN SAID OFFICE, BEING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING FOR A TIE AT THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & LOS NIETOS RD. AS THEY EXIST TODAY, FROM WHICH THE APPARENT CENTERLINE INTERSECTION OF PIONEER BOULEVARD & MERSIN PLACE BEARS SOUTH 22°07'56" WEST, A DISTANCE OF 548.39 FEET; THENCE NORTH 72°25'15" WEST, A DISTANCE OF 1092.07 FEET; THENCE SOUTH 13°47'05" EAST, A DISTANCE OF 5.25 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 77°39'47" EAST, A DISTANCE OF 13.05 FEET; THENCE SOUTH 61°32'18" EAST, A DISTANCE OF 46.97 FEET; THENCE SOUTH 88°57'19" EAST, A DISTANCE OF 126.51

FEET; THENCE SOUTH  $84^{\circ}05'09''$  EAST, A DISTANCE OF 69.21 FEET; THENCE SOUTH  $68^{\circ}51'00''$  EAST, A DISTANCE OF 25.09 FEET; THENCE NORTH  $90^{\circ}00'00''$  EAST, A DISTANCE OF 28.53 FEET TO THE POINT OF TERMINUS.

CONTAINING 642 SQ. FT. MORE OR LESS.

**EXHIBIT B**  
**(Legal Description of Lessor's Property)**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS IN SAID OFFICE, AS ACQUIRED BY THE STATE OF CALIFORNIA BY DEEDS RECORDED IN BOOK 48959, PAGE 297 AND IN BOOK D1398, PAGE 453, BOTH OF OFFICIAL RECORDS IN SAID OFFICE, BOUNDED EASTERLY BY THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING AND LENGTH OF SOUTH 71°50'03" EAST, 60.97 FEET IN THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF CALIFORNIA BY DEED A3253 RECORDED IN BOOK D2231, PAGE 351 OF SAID OFFICIAL RECORDS; THENCE NORTH 9°40'46" EAST, 50.55 FEET TO THE SOUTHERLY LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN SAID BOOK D1398; THENCE NORTH 17°08'42" EAST, 871.62 FEET TO THE NORTHERLY LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN SAID BOOK 48959.

**EXCEPT THEREFROM**, ALL OIL, MINERALS, NATURAL GAS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND, AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED AND RESERVED IN DEEDS TO THE STATE OF CALIFORNIA RECORDED IN BOOK D1398 PAGE 453 AND IN BOOK 48959 PAGE 297, BOTH OF SAID OFFICIAL RECORDS.

**EXCEPT** 8-1/3 PER CENT OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN AND UNDER THE ABOVE DESCRIBED LAND, AS RESERVED IN THE DEED FROM R.M. ASHMUN AND L. JANE ASHMUN, HIS WIFE, RECORDED AUGUST 4, 1941 IN BOOK 18601 PAGE 313 OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR ROADWAY PURPOSES, IN, ON, OVER AND ACROSS THAT PORTION OF THE RANCHO SANTA GERTRUDES, BEING A PORTION OF THE LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY BY DEED RECORDED IN BOOK 1784, PAGE 308 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS RESERVED IN THE LAND CONVEYED BY DIRECTOR'S DEED D-A3258 RECORDED IN BOOK D4605,

PAGE 737 OF SAID OFFICIAL RECORDS, TOGETHER WITH ALL NECESSARY OF CONVENIENT MEANS OF INGRESS TO AND EGRESS FROM SAID LANDS FOR THE ABOVE DESCRIBED PURPOSES; PROVIDED, HOWEVER, THAT GRANTEE, HIS SUCCESSORS AND ASSIGNS MAY USE THE SURFACE OF ABOVE-DESCRIBED EASEMENT AREA WITHOUT, HOWEVER, THE RIGHT TO CONSTRUCT PERMANENT STRUCTURES THEREON.

PARCEL 3: (PLANT 304)

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRANK BOUCHARD AND WIFE TO THE PACIFIC ELECTRIC RAILWAY COMPANY BY DEED RECORDED IN BOOK 1784 PAGE 308 OF DEEDS, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY OF SAID PARCEL CONVEYED BY FRANK BOUCHARD AND WIFE, SAID POINT BEING SOUTHERLY 250 FEET, MEASURED AT RIGHT ANGLES, FROM THAT CERTAIN LINE DESCRIBED IN SAID DEED AS BEARING NORTH 69°43' WEST 1427.6 FEET, MORE OR LESS; THENCE FROM SAID POINT OF BEGINNING SOUTHEASTERLY PARALLEL TO SAID LINE AND THE SOUTHEASTERLY PROLONGATION THEREOF TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID PARCEL.

**EXCEPT** THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE 30 FOOT STRIP OF LAND RESERVED BY PACIFIC ELECTRIC RAILWAY COMPANY FOR RAILROAD PURPOSES IN DEED RECORDED IN BOOK 17993 PAGE 112 OF OFFICIAL RECORDS, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF TRACT NO. 2813, AS PER MAP RECORDED IN BOOK 28 PAGE 12 OF MAPS, RECORDS OF SAID COUNTY, LOCATED EASTERLY THEREON 13.9 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTHEASTERLY ALONG A 20° CURVE CONCAVE TO THE SOUTHEAST 258 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, LOCATED WESTERLY THEREON 947.0 FEET, MORE OR LESS, FROM THE MOST EASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY SAID LAST MENTIONED DEED.

**ALSO EXCEPT THEREFROM** ALL OIL, GAS OR OTHER HYDRO-CARBON SUBSTANCES LYING IN OR UNDER SAID LAND, ALSO RESERVING THE RIGHT OF INGRESS OR EGRESS FOR THE EXPLORATION OF OIL BUT IN NO WAY TO INTERFERE WITH THE OPERATION OF THE ASHMUN MUTUAL WATER COMPANY, AS RESERVED IN THE DEED FROM R.M. ASHMUN, ET UX., RECORDED NOVEMBER 9, 1949, IN BOOK 31429 PAGE 304, OFFICIAL RECORDS.



# *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

## **PRESENTATION**

### Recognition of City's Birthday

#### **RECOMMENDATION**

That the Mayor call upon her colleagues, staff, and the community to join in a rousing rendition of Happy Birthday.

#### **BACKGROUND**

In the "old" days, before there was a city called Santa Fe Springs, there was a place called Santa Fe Springs. It was operated as a part of Los Angeles County. Less than 500 scattered residents, outnumbered by 600 oil derricks, called Santa Fe Springs home in 1949, although, the mail they received was addressed to "Four Corners." After decades of booms and busts, "Four Corners" was still just another country town.

Los Angeles began to grow with post-war industries and people moving in needed affordable housing. Rural areas like Santa Fe Springs suddenly looked attractive. The first housing tract, Imperial Crest, was built in 1949. By 1952, the population ballooned to 8,000 and homes sold for around \$13,000. Schools filled quickly, traffic was getting bad and dirt roads needed to be paved much faster than the County government was capable of handling. On the other hand, the homeowners were thrilled when a major grocery store called Market Basket opened at Telegraph and Orr and Day Roads, followed by Vincent's pharmacy, a post office, and Grants, a five and ten cent store. In addition to retail, 293 businesses had located in areas of the town that had previously been productive oilfields. The layout of the town was starting to take shape by accident, housing at the west end and industry at the east.

A homeowners association was formed in 1952. The association had the noble goals of developing community spirit through the sponsorship of parades, festivals, and recreational activities. In an early sign of organization, the association started publishing a newsletter in 1953. By 1955, a Junior Chamber of Commerce emerged and later became the Santa Fe Springs Area Industrial League. According to some reports, the idea for turning the town into a city came from the League. League member William Emmens was unhappy with his ability to get the County of Los Angeles to make a zoning change for his property. During a discussion about the issue, another League member, Claude Eib, suggested that the key to resolving the problem might be to become a city. With the newly organized residents pushing for community improvements that the County would not provide, the timing of this suggestion was perfect. The Industrial League funded a feasibility study. The study showed that there would be enough revenue raised from local taxes to transform Santa Fe Springs into a municipality, free from County rule. The process of transforming a town into a city entity is known as incorporation.



## *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

To incorporate, an election must be held and a majority of the voters must agree to the formation of a municipal government. The debate over incorporation was fierce at times. Opponents of incorporation claimed that taxes would be raised to fund the new government. When the election was held on May 15, 1957, Santa Fe Springs became a city by only a 5% margin of victory. The City was divided into voting districts, three residential and two industrial. Betty Wilson, Bill McCann and John Moreno, from the residential districts, and William Emmens and Foy Lee Peak, from the industrial areas, made up the first City Council. The first City budget, a very modest \$280,000, paid for a City Manager and safety services. City Hall was located in an old house on the northeast corner of Alburdis Avenue and Telegraph Road. In 1961, the Library was the first City building constructed. City Hall followed the next year.

Tonight, we look back at the intervening 57 years and take pride that the progressive vision that the City's Founders set forth back in 1957 is alive and well in 2014. The lay of the land may have changed - the oil wells no longer outnumber the residents - but the civic values and strong bond and partnership between the business and residential communities still persists. Happy Birthday Santa Fe Springs!

Thaddeus McCormack  
City Manager



# ***City of Santa Fe Springs***

City Council Meeting

May 8, 2014

## **PRESENTATION**

### Introduction of the 2014 Memorial Scholarship Recipients

## **BACKGROUND**

The Memorial Scholarship Program began in the year 1985, primarily through the efforts of Ms. Thelma Montgomery, the former Principal of Santa Fe High School, in an effort to remember and celebrate the contributions and legacy of Councilmember Armando Mora. Through the years, the program was expanded to include two additional former Councilmembers: Lorenzo Sandoval and Albert L. Sharp. This year, the Memorial Scholarship Program celebrates its 29<sup>th</sup> anniversary by continuing to recognize outstanding young men and women in our community who wish to fulfill their dream of continuing their education beyond high school.

The three Memorial Scholarships each present two recipients with a \$1,000 award to be used towards the cost of their college education. Students applying for the Memorial Scholarships must meet the basic requirements: 1) Reside in the City of Santa Fe Springs; 2) Be a senior in high school attending Santa Fe, St. Paul, or Pioneer High Schools; and 3) Currently maintain a 3.0 grade point average (GPA). In addition, the Memorial Scholarships each have a particular area of focus as determined by the respective families, as follows:

### **Armando Mora Service Memorial Scholarships**

The Armando Mora Scholastic & Service Memorial Scholarship identifies high school seniors attending Santa Fe, St. Paul, or Pioneer High Schools who maintain above average grades while providing and promoting outstanding service to their high school and community. The aspects of service to community and education was of particular interest to Councilmember Mora as he dedicated himself to serving his community and promoted youth development through service to others.

### **Lorenzo Sandoval Athletic Memorial Scholarships**

The Lorenzo Sandoval Athletic Memorial Scholarship rewards Santa Fe High School seniors who work diligently to maintain a 3.0 or better GPA and are participants in varsity athletics. Not only must the applicants play on a team, but they must also be leaders and describe their leadership traits and how they came to foster and utilize them. High school athletics was a genuine love of Councilmember Sandoval as he was a high school principal and promoted athletic involvement by community youth throughout the City.

### **Albert L. Sharp Memorial Scholarships**

The Albert L. Sharp Memorial Scholarship seeks to identify and reward Santa Fe High School seniors who are not only strong performers in the classroom, but found personal growth and development through participation in varsity athletics and who are also dedicated to improving their school through involvement in service groups, clubs, and/or student government.



## *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

A total of twenty applicants were interviewed by the respective representatives of the Memorial Scholarships families with the support of Mayor Trujillo, Mayor Pro Tem Rios, and Councilmember Rounds, as well as representatives from Santa Fe High School. The final candidate interviews were conducted on April 22, 29, and May 6.

The recipients, along with their families and high school administrators, have been invited to tonight's meeting to be recognized for their academic accomplishments, athletic achievements, leadership, and service to the community.

The Mayor may wish to call upon Management Assistant Wayne Bergeron, who also serves as the Program Coordinator for the Memorial Scholarship Program, to assist with the presentation of the Memorial Scholarships recipients.

Thaddeus McCormack  
City Manager

Attachment:  
None





# *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

## **PRESENTATION**

### Introduction of the 2014 Youth Citizenship Award Recipients

## **BACKGROUND**

Each year, the City of Santa Fe Springs sponsors the Youth Citizenship Awards to recognize City residents who are either high school seniors or college students under the age of 21 that are active and engaged citizens in their school and/or community.

Applications for the Youth Citizenship Awards were made available via the City's website and advertised extensively in City publications and with local high schools. After a thorough review of their applications, the selected candidates participated in an interview with a panel consisting of a member of the Management Team and a representative of the Santa Fe Springs Chamber of Commerce to determine the recipients.

The recipients are recognized in one of three categories and awarded a scholarship in the following amounts: Excellence in Citizenship (\$750 Award); Outstanding Citizenship (\$500 Award); Service in Citizenship (\$250 Award).

The recipients have been invited to tonight's City Council meeting to be recognized for their citizenship, leadership, and service in the community. The recipients' families and respective school representatives have also been invited.

The Mayor may wish to call upon Julie Herrera to assist with the presentation of the Youth Citizenship Award recipients.

Thaddeus McCormack  
City Manager

### Attachment:

None





# *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

## **PRESENTATION**

Proclaiming May 28, 2014 as National Senior Health & Fitness Day in Santa Fe Springs

## **RECOMMENDATION**

The Mayor may wish to call upon Maritza Sosa-Nieves, Management Assistant, to assist with this presentation.

## **BACKGROUND**

The City of Santa Fe Springs continues to see an increased prevalence in obesity rates. Municipal leadership is essential to developing and sustaining effective interventions that promote physical activity, access to healthy foods, and good nutrition. To assist in promoting healthy eating and active lifestyles, the Community Services Department has adopted a Health & Wellness Initiative and is committed to developing and implementing programs to create a healthier community. The Community Services Department provides opportunities for persons of all ages to improve their overall health through fitness, nutrition, education, and programming.

On Wednesday, May 28, 2014, the City of Santa Fe Springs Gus Velasco Neighborhood Center's Older Adult Services Program will be joining more than 1,000 municipalities and organizations nationwide, as we celebrate National Senior Health & Fitness Day. This is the nation's largest annual health promotion event for older adults. On this day, older adults at the Gus Velasco Neighborhood Center will be able to partake in various exercise and educational activities as we encourage our older adults to make a move toward better health and well-being.

Thaddeus McCormack  
City Manager

## **Attachment:**

National Senior Health & Fitness Day Proclamation

**WHEREAS**, current statistics show that over 37% of older adults in the City of Santa Fe Springs are considered overweight or obese; and

**WHEREAS**, the City of Santa Fe Springs has adopted a Health & Wellness Initiative to promote healthy eating and active lifestyles in our community; and

**WHEREAS**, people know how important physical activity is to maintaining a healthy mind and body; thus, the City of Santa Fe Springs is committed to doing its part to assist in creating a healthier community, and providing opportunities for persons of all ages to improve their overall health through fitness, nutrition, and education; and

**WHEREAS**, National Senior Health & Fitness Day is the nation's largest annual health promotion event for older adults, where local municipalities and organizations host a variety of health and fitness related activities in their respective communities; and

**WHEREAS**, the City of Santa Fe Springs Gus Velasco Neighborhood Center's Older Adult Services Program will be joining more than 1,000 organizations nationwide, as we celebrate this day on **Wednesday, May 28, 2014**. The common goal for this day: to help keep older adults healthy and fit; and

**WHEREAS**, the Gus Velasco Neighborhood Center would like to extend a challenge to the community to make a commitment today to make a move to a better health;

**NOW, THEREFORE**, be it resolved that I, Juanita Trujillo, Mayor of the City of Santa Fe Springs, proclaim May 28, 2014 as

**"National Senior Health & Fitness Day"**

In Santa Fe Springs, to promote, encourage, and help keep our older Americans healthy and fit for many generations to come.

DATED this 8<sup>th</sup> day of May 2014.

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Juanita Trujillo, MAYOR

ATTEST:

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Anita Jimenez, DEPUTY CITY CLERK



## *City of Santa Fe Springs*

City Council Meeting

May 8, 2014

### **PRESENTATION**

#### Older Americans Recognition Award Recipient

### **RECOMMENDATION**

It is requested that Mrs. Doris Yarwood be recognized for her recent nomination and receipt of the Older Americans Recognition Day Award.

### **BACKGROUND**

Mrs. Doris Yarwood was nominated by the Santa Fe Springs City Council and selected as the recipient by the Los Angeles County Commission for Older Adults (LACCOA) to receive the 49<sup>th</sup> Annual Older Americans Recognition Day Award for her energy, dedication, and commitment to service to the community of Santa Fe Springs.

District 4 will celebrate their honorees at a luncheon on Thursday, May 8 at 10:30am at the Kenneth Hahn Hall of Administration. Mrs. Yarwood will be accompanied by five guests, including her son, Kurt Hamra, Mayor Pro Tem Rios, and Councilmember Moore, as she is honored by the Supervisor Don Knabe and LACCOA members.

The Mayor may wish to call upon Manuel Cantu, Community Services Program Coordinator, to assist with the presentation.

Thaddeus McCormack  
City Manager





# City of Santa Fe Springs

City Council Meeting

May 8, 2014

## **PRESENTATION**

### Volunteer Income Tax Assistance Program - 2014 Volunteer Recognition

#### **RECOMMENDATION**

It is requested that the Volunteer Income Tax Assistance (VITA) volunteers be recognized for their generous volunteerism to the VITA Program and Santa Fe Springs community.

#### **BACKGROUND**

The Volunteer Income Tax Assistance (VITA) Program has provided free quality tax preparation for low- to moderate-income families in the community since 1990. The tax preparations are completed solely by volunteers who have been trained and certified by the Internal Revenue Service. The Santa Fe Springs VITA Program continues to strive to improve the quality of tax preparation, as well as increase the number of community members it serves.

This year our site prepared 380 tax returns, which equated to just under \$490,000 in refunds to our community. This would not have been possible without the tremendous commitment and effort of the following volunteers:

1. Katherine Alfaro
2. Dora Sandoval
3. Norma Legarreta
4. Ram Kakkar
5. Esmarelda Alvarez
6. Annette Barcelo
7. Annissa Rodriguez
8. Nicole Buenfil
9. Paul Legarreta
10. Billy Villa

The Mayor may wish to call upon Ed Ramirez, Community Services Supervisor to assist with the presentation.

Thaddeus McCormack  
City Manager







# City of Santa Fe Springs

City Council Meeting

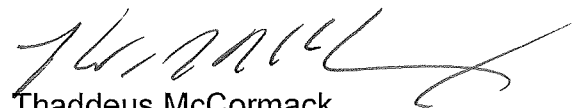
May 8, 2014

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	Sarno
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Historical	1	Moore
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Parks & Recreation	1	Moore
Parks & Recreation	1	Rounds
Senior Citizens	1	Rios
Senior Citizens	2	Rounds
Senior Citizens	3	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	1	Trujillo
Youth Leadership	1	Moore
Youth Leadership	1	Trujillo

**Recent Activity:** Frank Ybarra was appointed to the Heritage Arts Committee by the Planning Commission. Francis Carbajal resigned from the Community Program Committee. Luigi Trujillo was removed from the Parks & Recreation Committee.

**Applications Received:** Francis Carbajal – Sister City Committee.

  
Thaddeus McCormack  
City Manager

Attachments:  
Committee Lists  
Prospective Member List

## **Prospective Members for Various Committees/Commissions**

### **Beautification**

### **Community Program**

### **Family & Human Services**

Gabriela Garcia

### **Heritage Arts**

### **Historical**

### **Personnel Advisory Board**

### **Parks & Recreation**

Gabriela Garcia

David Kurt Hamra

Brenda Kaholokula

### **Planning Commission**

Carlos Tovar

Manuel Zevallos

### **Senior Citizens Advisory**

Francis Carbajal

### **Sister City**

Linda Vallejo

### **Traffic Commission**

Nicolette Bravo

Manuel Zevallos

### **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	(14)
	Paula Minnehan	(14)
	Annie Petris	(15)
	Guadalupe Placensia	(15)
	George Felix, Sr.	(15)
Rios	Mary Reed	(14)
	Charlotte Zevallos	(14)
	Doris Yarwood	(14)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Mary Arias	(15)
	Marlene Vernava*	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	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.	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(14)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(14)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava*	(14)
	Vacant	(14)
	Anthony Ambris	(15)
	Johana Coca	(15)
Sarno	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Kim Mette	(14)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	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	(14)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(14)
	Manny Zevallos*	(15)
	Gilbert Aguirre*	(15)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(14)
	Linda Vallejo	(14)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	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	6/30/2014
Rios	Paula Minnehan	6/30/2014
Rounds	A.J. Hayes	6/30/2014
Sarno	Gloria Duran*	6/30/2014
Trujillo	Amparo Oblea	6/30/2014

## Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	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 Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(15)
	Vacant	(15)
Rios	Gilbert Aguirre	(14)
	Hilda Zamora	(14)
	Janie Aguirre	(15)
	Larry Oblea	(15)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(14)
	Vacant	(14)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(14)
	Vacant	(14)
	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	(14)
	John Salgado	(14)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Vacant	(15)
Rios	Lynda Short	(14)
	Bernie Landin	(14)
	Carlos Tovar	(14)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Vacant	(14)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(14)
	Debbie Belmontes	(14)
	Lisa Garcia	(15)
	Ed Madrid	(14)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	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	6/30/2013
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

## PLANNING COMMISSION

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

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
<b>Moore</b>	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
<b>Rios</b>	Janie Aguirre	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
<b>Rounds</b>	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
<b>Sarno</b>	Gloria Duran	(14)
	Betty Elizalde	(14)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
<b>Trujillo</b>	Vacant	(14)
	Vacant	(14)
	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	(14)
	Vacant	(14)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(14)
	Vacant	(14)
	Marlene Vernava*	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(15)
	Johana Coca	(15)
Sarno	Vacant	(14)
	Vacant	(14)
	Vacant	(15)
	Vacant	(14)
	Vacant	(15)
Trujillo	Rigo Estrada	(14)
	Andrea Lopez	(14)
	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	Destiny Cardona	(14)
	Evony Reyes	(17)
	Katrina Uribe	(17)
	Vacant	()
Rios	Precious Ramirez	(14)
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Joshua Rojo	(14)
Rounds	Gabriel Perez	(16)
	Jesus Ramirez	(14)
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Alyssa Madrid	()
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	()
	Cameron Velasco	(16)
	Vacant	()