

AGENDA

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

AUGUST 27, 2015 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

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

<u>Public Comment:</u> 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.

<u>Please Note:</u> 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.

Regular Meetings

1. CALL TO ORDER

2. ROLL CALL

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

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

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

CITY COUNCIL

3. CITY MANAGER REPORT

4. PRESENTATION

Rosecrans Avenue/Marquardt Avenue Grade Separation – Project Design Alternatives
This report is for informational purposes only and does not require any action by the City
Council.

PUBLIC HEARING

5. Alcohol Sales Conditional Use Permit Case No. 64

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the sale of alcoholic beverages (beer and wine only) for on-site consumption at Dickey's Barbecue Pit located at 13403 Telegraph Road, in the Community Commercial-Planned Development (C-4-PD) Zone, within the Consolidated Redevelopment Project Area. (Kevin Vuu for Dickey's Barbecue Pit)

Recommendation: That the City Council approve Alcohol Sales Conditional Use Permit (ASCUP) Case No. 64 subject to a compliance review in one (1) year, to ensure the use is still operating in strict compliance with the conditions of approval.

NEW BUSINESS

6. Resolution No. 9485 – Call on Governor and Legislature to Provide New Sustainable Funding for State and Local Transportation Infrastructure

Recommendation: That the City Council: 1). Adopt Resolution No. 9485 urging the Governor and Legislature to provide new sustainable funding for State and Local transportation infrastructure in the Governor's Special Session; and 2). Authorize the City Manager to execute a letter of support and to send both the letter of support and Resolution No. 9485 to our state legislators.

Regular Meetings August 27, 2015

7. Approval of a Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad (UPRR) for the Arctic Circle Grade Crossing

Recommendation: That the City Council: 1). Approve the Public Highway At-Grade Crossing Agreement between the City of Santa Fe Springs and UPRR Railroad for the Arctic Circle Grade Crossing; and 2). Authorize the City Manager to execute said agreement.

8. <u>Exterior Painting: Activity Center and Civic Center Plaza – Authorization to Advertise for</u> Construction Bids

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

9. <u>Authorization to Restore the Lease Agreement with Newport Diversified, Inc. Following the Completion of Interstate 5 (I-5) Freeway Alondra Boulevard Segment</u>

Recommendation: That the City Council approve the restoration of the Lease Agreement with Newport Diversified, Inc. (formerly San Diego Theatres, Inc.) for the parking lot area located between Freeway Drive and Alondra Boulevard and authorize the Mayor to sign a letter to Newport Diversified, Inc. notifying them that, effective immediately, the Lease Agreement has been restored.

10. <u>Authorization to Extend the On-Call Engineering Contract Services with Onward Engineering</u>

Recommendation: That the City Council authorize the City Engineer to extend the Onward Engineering Contract term to October 19, 2015.

11. Metro/Pioneer Little League - Facility Use Agreement for Athletic Fields

Recommendation: That the City Council approve the Facility Use Agreement for the use of the Athletic Fields between the City of Santa Fe Springs and Metropolitan/Pioneer Little League for the right to use Lake Center Athletic Park and Library Meeting Room, and the right to use the Santa Fe Springs Athletic Fields. The Facility Use Agreement shall remain in effect through December 2017.

Request for Out-of-State Travel for City Manager Thaddeus McCormack and Fire Chief Michael Crook to Attend the "2015 National Fallen Fire Fighter Memorial Service" in Colorado Springs, CO.

Recommendation: That the City Council approve out-of-state travel for the City Manager and Fire Chief to attend the "2015 National Fallen Fire Fighter Memorial Service" in Colorado Springs, CO, from Thursday, September 17, 2015, through Sunday, September 20, 2015.

City of Santa Fe Springs

Regular Meetings

August 27, 2015

13. Request for Out-of-State Travel for Senior Human Resources Analyst to Attend NeoGov **User Training Conference**

Recommendation: That the City Council approve out-of-state travel for the Senior Human Resources Analyst to attend the NeoGov 2015 User Training Conference.

Items 14 – 23 will occur in the 7:00 p.m. hour.

- 14. INVOCATION
- 15. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

- Representatives from the Chamber of Commerce 16.
- 17. **ANNOUNCEMENTS**

PRESENTATIONS

- 18. Recognition of Cherri's Donuts for their Support and Dedication to the Youth of Santa Fe Springs
- 19. Proclaiming the Month of September 2015 as "Childhood Cancer Awareness Month" in the City of Santa Fe Springs

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- **Committee Appointments** 20.
- 21. **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.

- 22. **EXECUTIVE TEAM REPORTS**
- 23. 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 Jimeney, OMO City Clerk



City Council Meeting

PRESENTATION

Rosecrans Avenue/Marguardt Avenue Grade Separation - Project Design Alternatives

RECOMMENDATION

This report is for informational purposes only and does not require any action by the City Council.

BACKGROUND

Metro, in cooperation with the City of Santa Fe Springs, City of La Mirada, Burlington Northern Santa Fe Railway (BNSF), Caltrans, and the California High Speed Rail Authority, has obtained funding for a grade separation at the intersection of Rosecrans Avenue and Marquardt Avenue in the City of Santa Fe Springs. The purpose of the Rosecrans Avenue/Marquardt Grade Separation Project is to improve the safety and traffic flow of the Rosecrans Avenue/Marquardt Avenue intersection with the BNSF railroad tracks.

Metro and their design consultant, Biggs Cardoza, will be making the project presentation to the Santa Fe Springs City Council. Individual meetings with property owners in the project area, as well as community meetings are scheduled to follow this initial presentation.

FISCAL IMPACT

Metro is securing all project funding for this project. The project does not include any City General Funds.

The Mayor may wish to call upon the City Engineer to introduce Don Sepulveda, Executive Officer, Los Angeles County Metropolitan Transportation Authority (Metro) regarding the Rosecrans Avenue / Marquardt Avenue Grade Separation Project.

Thaddeus McCormack

City Manager

<u>Attachment</u>

None

Report Submitted By:

Noe Negrete, Director

Department of Public Works

Date of Report: August 19, 2015

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City of Santa Fe Springs



City Council Meeting

August 27, 2015

PUBLIC HEARING

Alcohol Sales Conditional Use Permit Case No. 64

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the sale of alcoholic beverages (beer and wine only) for on-site consumption at Dickey's Barbecue Pit located at 13403 Telegraph Road, in the Community Commercial-Planned Development (C-4-PD) Zone, within the Consolidated Redevelopment Project Area. (Kevin Vuu for Dickey's Barbecue Pit)

RECOMMENDATIONS

That the City Council approve Alcohol Sales Conditional Use Permit (ASCUP) Case No. 64 subject to a compliance review in one (1) year, to ensure the use is still operating in strict compliance with the conditions of approval.

BACKGROUND

At its meeting of August 10, 2015, the Planning Commission, after reviewing the criteria set forth in Section 155.628 (B), listed below, found that the subject request would not have a negative impact on the neighboring area and therefore made a motion to place this matter before the City Council for its review and approval.

Dickey's Barbecue Pit started out as a family restaurant in Dallas, Texas in 1941 by Travis Dickey. Travis' sons took over the business in 1967; franchising began in 1994 to an overwhelming success. Initially, Dickey's Barbecue Pit was found in the Southern states, but recently, Dickey's has expanded from coast to coast.

The Applicant, Kevin Vuu, has recently opened a Dickey's Barbecue Pit franchise within the Santa Fe Springs Plaza, generally located on the northeast corner of Carmenita Road and Telegraph Road. The 1,920 square foot restaurant provides onsite dining as well as take-out services.

To maintain its consistency with the other franchises, Dickey's Barbecue Pit is proposing to provide beer and wine to its adult customers in addition to its barbecue cuisine. In accordance with Section 155.628 of the City's Zoning Regulations, the Applicant is requesting approval of Alcohol Sales Conditional Use Permit Case No. 64 to allow the sales of alcoholic beverages for on-site consumption. Concurrent with this request, the Applicant is also seeking approval for an alcohol license from the California Department of Alcohol Beverage Control (ABC), which is the state government authority overseeing alcohol sales. If the ABC license is denied to the Applicant during his filing, this Permit shall immediately become null and void.

ZONING ORDINANCE REQUIREMENTS

Section 155.628 (B), regarding the sale or service of alcoholic beverages, states the following:

"A Conditional Use Permit shall be required for the establishment, continuation or enlargement of any retail, commercial, wholesale, warehousing, or manufacturing business engaged in the sale, storage, or manufacture of any type of alcoholic beverage meant for on or off-site consumption. In establishing the requirements for such uses, the Planning Commission and City Council shall consider, among other criteria, the following:

Conformance with parking regulations. a.

The restaurant is within the Santa Fe Springs Plaza. The Plaza was remodeled in 2008, which added building square footage to the center. Overall the Plaza provides 906 parking spaces which conforms to the current parking regulations.

Control of vehicle traffic and circulation. b.

> The subject property has on-site vehicle circulation with ingress and egress driveways on Carmenita Road and Telegraph Road.

Hours and days of operation. C.

> The restaurant operates from 11:00 a.m. to 9:00 p.m. seven days per week.

d. Security and/or law enforcement plans.

> As part of the conditions of approval, the Applicant is required to submit and maintain an updated Security Plan.

Proximity to sensitive and/or incompatible land uses, such as e. schools, religious facilities, recreational or other public facilities attended or utilized by minors.

The proposed restaurant is within walking distance to schools, and a religious facility. The restaurant allows children into the premises considering that the restaurant is commonly known as a family establishment. The proposed conditions of approval and the ABC regulations are designed to mitigate any potential negative impacts.

f. Proximity to other alcoholic beverage uses to prevent the incompatible and undesirable concentration of such uses in an

The proposed restaurant is within walking distance to other retail uses and restaurants selling alcohol beverages. Each use within the City is

regulated by a conditional use permit, the City's Municipal Code, and ABC's regulations; businesses outside of the City's boundary are regulated by the County and ABC. These established regulations minimize any negative impacts usually associated with overconcentration of alcoholic beverage establishments. It should be noted that ABC does not classify the area as over concentrated with alcoholic beverage sales uses.

- g. Control of noise, including noise mitigation measures.

 The subject site does not generate any audible noises out of character with other commercial and retail establishments in the area.
- h. Control of littering, including litter mitigation measures.

 As part of the conditions of approval, the Applicant, and/or his employees, is required to maintain the property free of trash and debris; moreover, the City's Property Maintenance Ordinance prohibits trash and debris on any property within the City.
- i. Property maintenance.

 The shopping center is well maintained. As part of the conditions of approval, the Applicant is required to maintain the immediate area in compliance with the City's Property Maintenance Ordinance.
- j. Control of public nuisance activities, including, but not limited to, disturbance of the peace, illegal controlled substances activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, curfew violations, sale of alcoholic beverages to a minor, lewd conduct or excessive police incident responses resulting from the use.

 Staff has generated conditions of approval to mitigate or fully eliminate these negative impacts. It should be noted that some of the listed activities are out of the control of the Applicant and/or his employees.

but the Applicant is aware that he or his employees are to contact the

SURROUNDING ZONING AND LAND USE

The subject property is zoned C-4-PD, Community Commercial-Planned Development and is developed with a variety of retail/commercial uses, including a bank, restaurants, medical, professional, business and administrative offices.

Whittier Police whenever these activities take place.

The subject property interfaces with a single-family residential neighborhood to the north and east. The neighborhood is characterized by one-story single-family residential dwellings located on approximately 5,000 sq ft lots. The interfacing

Report Submitted By: L. Collazo, Dept. of Police Services

Date of Report: August 18, 2015

residential lots to the north back onto the subject property. Both neighborhoods are located in the Los Angeles County unincorporated area and are zoned R-1.

The property to the south, across Telegraph Road, is zoned M-1, Heavy Manufacturing. A small area at the southeast corner of Carmenita Road and Telegraph Road is located in the City of Santa Fe Springs; the larger area is located in the Los Angeles County unincorporated area. The property at the southwest corner of Carmenita Road and Telegraph Road is zoned C-4, Community Commercial and is developed with the Gateway Shopping Center. The property at the northwest corner of Carmenita Road and Telegraph Road is also zoned C-4, Community Commercial and is developed with commercial/retail uses including a gas station and a small commercial center. The property directly to the north of the gas station and small retail center is R-3, Multiple-Family Residential and is developed with apartment complexes.

LEGAL NOTICE OF PUBLIC HEARING

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

Legal notice of the Public Hearing for the proposed Alcohol Sales Conditional Use Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on July 30, 2015. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center as required by the State Zoning and Development Laws and by the City's Zoning Regulations. To date, Staff has not received any inquiries regarding the proposal.

CALLS FOR SERVICE

Since its opening date, there have not been any calls for service for this location.

STAFF COMMENTS

As part of the permit review process, Staff conducted a review of the general area to identify any potential negative impacts as a result of the restaurant and the proposed alcohol sale use. Based on its findings, Staff generated a list of conditions to mitigate any potential negative impacts. The conditions are typical conditions imposed to restaurants within the City.

Staff recommends approval of Alcohol Sales Conditional Use Permit Case No. 64, as requested by the Applicant. It should be noted that the Applicant has signed an affidavit in which he declares that he is aware of and is in acceptance of the conditions of approval. Any breach of the conditions of approval by the Applicant and/or his employees may result in the process to revoke this Permit if the violation is not corrected in a timely manner or if the violations continue.

As with all new Alcohol Sales Conditional Use Permits, the use is subject to a compliance review within one-year, no later than August 27, 2016. At that time, the Planning Commission will receive a report to determine if the use is in compliance with the conditions of approval and if new conditions are necessary to address any concerns.

CONDITIONS OF APPROVAL

- 1. That the Applicant understands and accepts that this Permit is solely for the sale of alcoholic beverages in relationship with a bona-fide restaurant use and that this Permit shall become void and terminated if the restaurant use is terminated, closed, or modified to another type of use.
- 2. That it shall be the responsibility of the Applicant and/or his employees to monitor outdoor consumption of alcoholic beverages; consumption of alcoholic beverages is not permitted within the outdoor eating area. Signs shall be placed in a conspicuous area to notify customers that consumption of alcoholic beverages is prohibited.
- 3. That the sale of alcoholic beverages shall only be permitted during the normal business hours of the week, or as required by the Alcohol Beverage Code.
- 4. That the Type 41 Alcoholic Beverage License, allowing the on-site sale of alcoholic beverages in connection with a public eating place, shall be restricted to the sale for consumption of alcohol beverages on the subject site only; the use shall not sell alcoholic beverages for transport and/or for consumption outside or off the subject premise.
- 5. That it shall be the responsibility of the ownership to ensure that all alcoholic beverages purchased on the subject site shall be consumed within the business establishment; all stored alcoholic beverages shall be kept in a locked and secured area that is not accessible to patrons.
- 6. That the applicant shall be responsible for maintaining control of their litter/trash on the subject property and any that may migrate onto adjacent properties as a result of the business. This may be controlled by installing trash receptacles within strategic areas.
- 7. That the applicant and/or his employees shall not allow any person who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises, as set forth in Section 25602(a) of the Business and Professions Code.

- 8. That the applicant and/or his employees shall not sell, furnish, or give any alcohol to any habitual drunkard or to any obviously intoxicated person, as set forth in Section 25602 (a) of the State Business and Professions Code.
- 9. That there will be a corporate officer or manager on the licensed premises during all public business hours, which will be responsible for the business operations. The general manager and any newly/subsequently hired manager(s), of the licensed premise shall comply with the minimum age requirements by ABC and obtain an ABC Manager's Permit within two-months of the hire date. The City of Santa Fe Springs' Director of Police Services shall be provided a copy of said Manager's Permit including the name, age, residential address, and related work experience of the intended Manager, prior to the Manager assuming the manager responsibilities.
- 10. That the applicant shall not have upon the subject premises any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the license, as set forth in Section 25607 (a) of the State Business and Professions Code.
- 11. That the applicant and/or any of his employees shall not sell, furnish, or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658 (a) of the State Business and Professions Code.
- 12. That solicitation of drinks is prohibited; that is, an employee of the licensed premises shall not solicit alcoholic beverages to its customers. Refer to Section 303 of the California Penal Code and Section 25657 of the Business and Professions Code.
- 13. That the applicant and/or his employees shall not permit any person less than 18 years of age to sell alcoholic beverages.
- 14. That vending machines, water machines, pay telephones and other similar equipment shall not be placed outdoors whereby visible from the street or adjacent properties.
- 15. That all buildings, structures, walls, fences, and similar appurtenances shall be maintained in good appearance and condition at all times.
- 16. That streamers, pennants, whirling devices or other similar objects that wave, float, fly, rotate or move in the breeze shall be prohibited. Banners may be displayed with prior approval and permits; said permits are available through the Department of Planning.

- 17. That the façade windows shall be free of advertisements, marketing devices, beer logos, menus, signs, and/or any other displays. Upon approval by the Department of Planning, 25% of the window space area may be used for temporary displays.
- That a copy of these conditions shall be posted and maintained with a copy of the City Business License, in a place conspicuous to all employees of the location.
- 19. That the applicant shall maintain digital video cameras and shall allow the Director of Police Services, Whittier Police Officers, and any of their representatives to view the security surveillance video footage immediately upon their request.
- 20. That the applicant and/or his employees shall not allow any person to loiter on the subject premises, shall report all such instances to the City's Police Services Center; and, shall post signs, as approved by the Department of Police Services, prohibiting loitering.
- 21. That the applicant must receive approval from the Department of Police Services for any installation of pay telephones on the premises; and, such phones shall not be capable of receiving calls.
- 22. That security personnel, as well as the owner, corporate officers and managers, shall cooperate fully with all city officials, law enforcement personnel, and code enforcement officers; and, shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
- 23. That in the event the applicant intends to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention within a reasonable time of the intent of signing an agreement to sell lease or sublease.
- 24. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan which shall address the following for the purposes of minimizing risks to the public health, welfare, and safety. The Security Plan shall be submitted to the Department of Police Services within 60 days from the approval of this permit with the following information:
 - (A) A description of the storage and accessibility of alcoholic beverages on display, as well as surplus alcoholic beverages in storage;

- (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to: placement of signage, landscaping, ingress and egress controls, security systems, and site plan layouts;
- (C) A description of how the applicant plans to educate employees on their responsibilities; actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors; and, the conditions of approval set forth herein;
- (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit, occurring on the subject premises, and the procedures for such notifications.
- (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare, and safety.
- 25. That ASCUP Case No. 64 shall be subject to a compliance review in one (1) year, no later than August 27, 2016, to ensure the premised is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
- 26. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshall, the security plan, and all other applicable regulations shall be strictly complied with.
- 27. It is hereby declared to be the intent, that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated, this Permit shall be subject to the revocation process at which time, the Permit may become terminated and the privileges granted hereunder shall lapse.

Thaddeus McCormack

City Manager

Attachment(s)

- 1. Location Map
- 2. Application

LOCATION MAP



DICKEY'S BARBECUE PIT 13403 TELEGRAPH ROAD

City of Santa Fe Springs Department of Police Services 11576 Telegraph Road • Santa Fo Springs, CA 90670 • (562) 409-1850 • Fax (562) 409-1854

Supplemental Application for an Alcohol Sales Conditional Use Permit

Th the	is application is to be completed as a supplement to a full Conditional Use Permit application filed with City's Department of Planning and Development.
	Circle One: (Corporation) Partnership Sole Proprietor
1.	Applicant's Name: Revig Vu
٠	Doing Business As: Dickey's Barbecue Pit
	Business Address: 13403 Telegraph Ros J White 567-8464332
	200 Adding 1960 Peter AVE Mortegoy Park : (1) 11/33
	Profit was Address (440 8 66 MG, Trus Phone: 626 688 5576
	38 M 57 185 RAN BUK 4/9/77 Vietnam A8515536
	Serv. W. W. From Hair Date of Birth Place of Birth Drivers Lie, #

Age	Sex	Ht.	Wt.	Eyes	Hair	Date of Birth	Place of Birth	Drivers Lio.#
Have y	ou ever	been co	nyicted	of a crimi	nal charg	e other than a min	or traffic violation	Yos (N)
If was complete the following:								

Court	_Date
Chargo	
'	

2. Give Name and Address of owner or owners of premises:

(almenta flata c/o legan Meman

1525 S. Blandmay Los Angeles CA. 40015 765-0100

3. Describe the type or nature of the business: Res horant

4. Give the name of the person exercising authority or control of the location and authorized to accept legal nutice of process: <u>Revin</u> <u>Vuv</u>

	If yes, complete the following for each business: Business Name Address Dates of Operation Type of Per					
	I,					
	2.					
	3.					
	4.					
б.	Do you have applications for doing business which are under review or are in the process of b granted, suspended or revoked before any regulatory agency? (Circle one) Yes No.					
	If yes, explain by giving the type of action and name of regulatory agency:					
7.	Have you ever had a business license/permit denied, suspended or revoked? (Circle one) If yes, explain:					
8.	Will minors be permitted on the premises? (Circle one) (Yes) No					
9.	Describe alcoholic beverages and types of foods to be sold or distributed on the premises:					
	Battled beer (miller, coors, carona sete) Barbecue (Ribs, Dristel, Pulled Pork)					
10.	Give days and hours during which alcohol sales are to be conducted: ###################################					
	Do you presently hold an alcoholic boverage control license from the Department of A					
11,	Boverage Control? (Circle one) Yes (No)					
11,	If yes, give location and license number:					

CITY OF SANTA FE SPRINGS DEPARTMENT OF POLICE SERVICES

Answers to the following questions must be clear and complete. They should justify your request for a Conditional Use Permit.

- 1. Why is the proposed use essential or desirable in the location requested?

 To Sell beer to customers who would like

 to have an awholic beverage with some barkeive
- 2. Demonstrate why the proposed use will not be detrimental to persons and properties in the vicinity, nor to the welfare of the community in general.

 Dickey's is a family oriented restaurant, which will mandar the sale of alcohol. Customers who seems to the color will be desired.
- intericated will be denied.

 What steps will be taken to insure that there will be no harmful noise, dust, odors, or other undesirable features that might affect adjoining properties?

 Our doors are well closed but unlocked. Staff

 will monitor the Sale of heer closely
- 4. Indicate why the proposed use will not in the future become a hindrance to good quality development or redevelopment of adjoining properties.

 Sale of heer will be strictly manilored
- 5. What measures will be taken to insure that the proposed use will not impose traffic burdens or cause traffic hazards on adjoining streets.

 The sale of beer is to be cosumed during dinner or lunch at the premises only. They will not be allowed to bring it out of the premise.

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

 Lev:\times VVV n

Kevin VJU 13403 Telegraph Road Whittier, CA. 90605



August 27, 2015

NEW BUSINESS

Resolution No. 9485 – Call on the Governor and Legislature to Provide New Sustainable Funding for State and Local Transportation Infrastructure

RECOMMENDATION

That the City Council:

- 1. Adopt Resolution No. 9485 urging the Governor and Legislature to provide new sustainable funding for State and Local transportation infrastructure in the Governor's Special Session, and;
- 2. Authorize the City Manager to execute a letter of support and to send both the letter of support and Resolution No. 9485 to our State legislators.

BACKGROUND

The Governor's June proclamation for an Extraordinary Session on Transportation and Infrastructure called on the Legislature to consider, "...permanent and stable funding to adequately and responsibly maintain and repair the State's transportation and infrastructure." Unfortunately, the Governor made no mention of priorities for local streets and roads. Ultimately, any transportation funding proposal will be decided by the Governor and 2/3 vote of the Legislature, requiring a bi-partisan agreement. Many legislators have indicated their support for funding local streets and roads in any transportation package. While several funding proposals have been introduced, including California League of Cities-supported State Bill (SB) 16, it's likely that a final funding package will be the result of negotiations between the Governor and legislators from both sides of the aisle.

The California League of Cities (League) wants to ensure that all discussions on transportation funding include provisions of maintenance and sustainability of our local streets and roads. The League's Board of Directors adopted the Transportation Funding Principles to help guide the legislative special session. The basic details of these principles are listed below:

- 1. Make a significant investment in transportation infrastructure;
- 2. Focus on maintaining and rehabilitating the current system;
- Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects;
- Raise revenues across a broad range of options;
- 5. Equal split between State and local projects;
- 6. Strong accountability requirements to protect the taxpayers' investment; and,
- 7. Provide consistent annual funding levels.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 19, 2015



FISCAL IMPACT

Local agencies generally rely on gas tax funds for street improvements projects. For fiscal year 2015/16, the City received approximately \$500,000 from the gas tax. Should the Governor and Legislature elect to provide funding for State and local transportation infrastructure based on SB 16, the League is estimating approximately \$820,000 will be made available to the City of Santa Fe Springs (estimates are based on population) to fund transportation infrastructure projects.

Thaddeus McCormack

City Manager

Attachments: Resolution No. 9485 Letter of Support

RESOLUTION NO. 9485 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the City of Santa Fe Springs has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads
Needs Assessment, which provides critical analysis and information on the local
transportation network's condition and funding needs, indicates that the condition of the
local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, the results show that the City of Santa Fe Springs' local streets have a statewide average pavement index ranging from 50 to 60; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system

with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

WHEREAS, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site runoff; and

WHEREAS, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state's deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS strongly urges the Governor and Legislature to identity a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

RESOLVED FURTHER, that the CITY OF SANTA FE SPRINGS strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

- 1. **Make a significant investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
- 2. Focus on maintaining and rehabilitating the current system. Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.
- 3. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
- 4. Raise revenues across a broad range of options. Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and

registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.

- 5. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
- 6. Strong accountability requirements to protect the taxpayers' investment. Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.
- 7. **Provide Consistent Annual Funding Levels.** Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

APPROVED and ADOPTED on this 27th day of August, 2015.

	By:		
ATTEST		Laurie Rios, MAYOR	
Anita Jimenez CITY CLERK			

CITY OF SANTA FF SPRINGS

I Support the Fix Our Roads Coalition Principles for New Transportation Funding in the Legislative Special Session

Yes, I/my organization support(s) efforts to secure new sources of stable, accountable funding to fix California's highways and road infrastructure. I/we sign-on to join the "Fix our Roads" coalition and in support of the following principles that should guide the legislative special session on transportation.



- 1. Make a significant investment in transportation infrastructure.
- 2. Focus on maintaining and rehabilitating the current system.
- 3. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.
- 4. Raise revenues across a broad range of options.
- 5. Equal split between state and local projects.
- 6. Strong accountability requirements to protect the taxpayers' investment.
- 7. Provide consistent annual funding levels.

Please select a category:	l Organization	□ Company	☐ Elected official
City of Santa Fe Springs			
Company or Organization Nam	ie		
Thaddeus McCormack		City Manager	
Name		Title/Occupa	ation
11710 E. Telegraph Road			
Street address			
Santa Fe Springs	CA	90670	Los Angeles
City	State	Zip	County
(562) 868-0511		(562) 868-771	12
Phone number		Fax number	
thaddeusmccormack@santafesp	rings.org		
E-mail Address			
Signature (Required)	V	Date	

Email or fax this form to: acelesius@bcfpublicaffairs.com or 916-442-3510 (fax)

City Council Meeting

August 27, 2015

NEW BUSINESS

Approval of a Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad (UPRR) for the Arctic Circle Grade Crossing

RECOMMENDATION

That the City Council: 1). Approve the Public Highway At-Grade Crossing Agreement between the City of Santa Fe Springs and Union Pacific Railroad for the Arctic Circle Grade Crossing; and 2). Authorize the City Manager to execute said agreement.

BACKGROUND

Included in the Carmenita Road segment of the I-5 Widening Project is the modification and reconstruction of Arctic Circle where it crosses the UPRR grade crossing north of Molette Street. UPRR requires that this document be executed before Caltrans' contractor can perform any of the modifications required within UPRR's right-of-way at the Arctic Circle grade crossing north of Molette Street.

The Agreement, which will remain in effect as long as the grade crossing exists, establishes maintenance and use procedures for the grade crossing and defines requirements for any future improvements or modifications at the grade crossing.

The Agreement also includes provisions for the equal splitting of costs for the maintenance of the automatic grade crossing protection (flashing red signals and gates) as provided for in the Public Utilities Code Section 1202.2 and as allocated by the Public Utilities Commission.

Public Highway At-Grade Crossing Agreements which are also known as Construction and Maintenance Agreements between the railroad company and the local agency are required by the railroad company at all at-grade crossings.

FISCAL IMPACT

Construction costs related to the modification of the grade crossing will be absorbed by Caltrans. Local funds will be needed only to make the initial filing fee payment of \$1,000.

INFRASTRUCTURE IMPACT

Since the grade crossing is existing, the execution of this agreement will not have an impact on City infrastructure.

Thaddeus McCormack

City Manager

Attachment: Agreement

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 19, 2015



	UPRR Folder No.: 2661-02
UPRR Audit No.:	

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Artic Circle – DOT No. 748126B Railroad Mile Post 500.62 – Santa Ana Ind. Lead Santa Fe Springs, Los Angeles County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2015 ("Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the CITY OF SANTA FE SPRINGS, a municipal corporation or political subdivision of the State of California to be addressed at 11710 E. Telegraph Rd., Santa Fe Springs, CA 90670 ("Public Body").

RECITALS:

The Public Body desires to undertake as its project (the "Project") the reconstruction and realignment of the existing at-grade public road crossing for Artic Circle (DOT 748126B), and the installation of gates and flashers, at Railroad's Mile Post 500.62 on the Railroad's Santa Ana Industrial Lead at or near Santa Fe Springs, Los Angeles County, California (the "Roadway"). The Roadway is shown generally on the <u>Railroad Location Print</u> marked **Exhibit A**, and the improvements to the Roadway are demonstrated on the <u>Detailed Prints</u> marked **Exhibit A-1**, both of which are attached hereto and made a part hereof. The portion of the Roadway located within the Railroad's right of way is the "Crossing Area".

The Railroad and the Public Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBIT B

The <u>General Terms and Conditions</u> marked **Exhibit B**, are attached hereto and hereby made a part hereof.

ARTICLE 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of ONE THOUSAND DOLLARS (\$1000.00) to be



paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

ARTICLE 3. <u>DEFINITION OF CONTRACTOR</u>

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Public Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Public Body shall require the Contractor to:
 - i. execute the Railroad's then current Contractor's Right of Entry Agreement
 - ii. obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - iii. provide such insurance policies, certificates, binders and/or endorsements to the Railroad.
- B. The Railroad's current <u>Contractor's Right of Entry Agreement</u> is marked **Exhibit C**, attached hereto and hereby made a part hereof. The Public Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company Real Estate Department 1400 Douglas Street, Mail Stop 1690 Omaha, NE 68179-1690 UPRR Folder No. 2661-02

D. If the Public Body's own employees will be performing any of the Project work, the Public Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5. FEDERAL AID POLICY GUIDE

If the Public Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.



ARTICLE 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Public Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO PUBLIC BODY; PUBLIC BODY'S PAYMENT OF BILLS

- A. If work were to be conducted by the Railroad, at the Public Body's sole cost and expense, it would be described in a <u>Railroad's Material and Force Account Estimate</u> that would be attached hereto. The current work to be conducted by the Railroad at this Artic Circle public road crossing will be conducted at the sole cost and expense of the California Department of Transportation.
- B. If applicable, the Railroad, if it so elects, may recalculate and update the Estimate submitted to the Public Body in the event the Public Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. If applicable, the Public Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Public Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Public Body or the Contractor as determined by the Railroad and the Public Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Public Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

ARTICLE 8. PLANS

- A. The Public Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. The Railroad's review and approval of the Plans will in no way relieve the Public Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Public Body or Contractor on the Plans is at the risk of the Public Body and



Contractor.

ARTICLE 9. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Public Body mutually agree in writing to:
 - i. deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B,
 - ii. deem the Non Railroad Facilities part of the Structure, and
 - iii. supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 10. <u>EFFECTIVE DATE; TERM; TERMINATION</u>

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Public Body in the event the Public Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the Public Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.



ARTICLE 11. CONDITIONS TO BE MET BEFORE PUBLIC BODY CAN COMMENCE WORK

Neither the Public Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- i. The Railroad and Public Body have executed this Agreement.
- ii. The Railroad has provided to the Public Body the Railroad's written approval of the Plans.
- iii. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- iv. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

ARTICLE 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Public Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 13. ASSIGNMENT: SUCCESSORS AND ASSIGNS

- A. Public Body shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Public Body.

ARTICLE 14. SIGNAL MAINTENANCE

The Public Body and the Railroad agree to split equally the cost of maintenance of the automatic grade-crossing protection as provided for in California Public Utilities Code Section 1202.2 and as allocated by the Public Utilities Commission.

ARTICLE 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Public Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Public Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Public Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore,

- (i) the ARRA reporting requirements are the responsibility of the Public Body and not of the Railroad, and
- (ii) the Public Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Public Body also confirms and acknowledges that



- (i) the Railroad shall provide to the Public Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and
- (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Public Body to perform and complete the ARRA reporting documents.

The Railroad confirms that the Public Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

	UNION PACIFIC RAILROAD COMPANY (Federal Tax ID #94-6001323)
	By: DAVID C. LAPLANTE Senior Manger-Real Estate
ATTEST:	CITY OF SANTA FE SPRINGS
Ву	By
	Printed Name:
(SEAL)	Title:

EXHIBIT A

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the Railroad Location Print

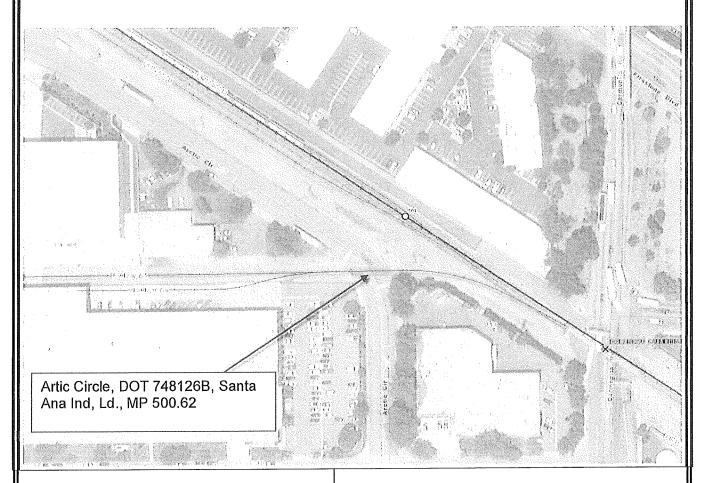


EXHIBIT "A"

RAILROAD LOCATION PRINT

ACCOMPANYING A

AT-GRADE CONSTRUCTION & MAINTENANCE AGREEMENT/CONTRACTOR'S RIGHT OF ENTRY AGREEMENT



UNION PACIFIC RAILROAD COMPANY

SANTA ANA IND. LD RAILROAD MILE POST 500.62

SANTA FE SPRINGS, LOS ANGELES COUNTY, CA
To accompany an agreement and a Right of Entry for the
CITY OF SANTA FE SPRINGS and its CONTRACTORS

UPRR Folder No. 2661-02

Date: July 7, 2015

WARNING

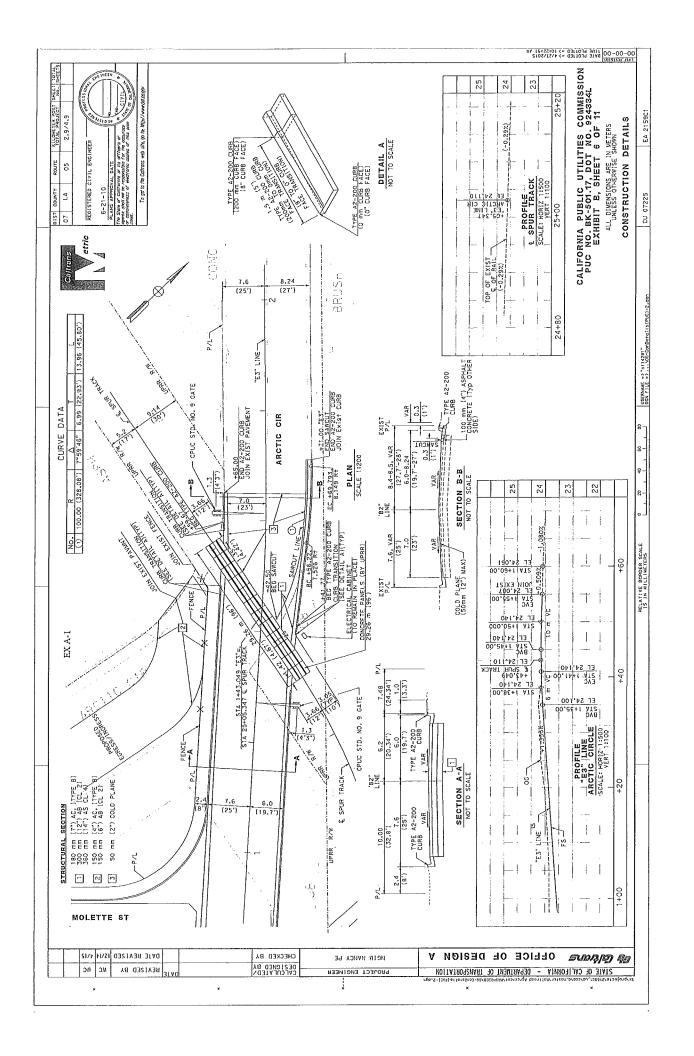
IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the Detailed Prints



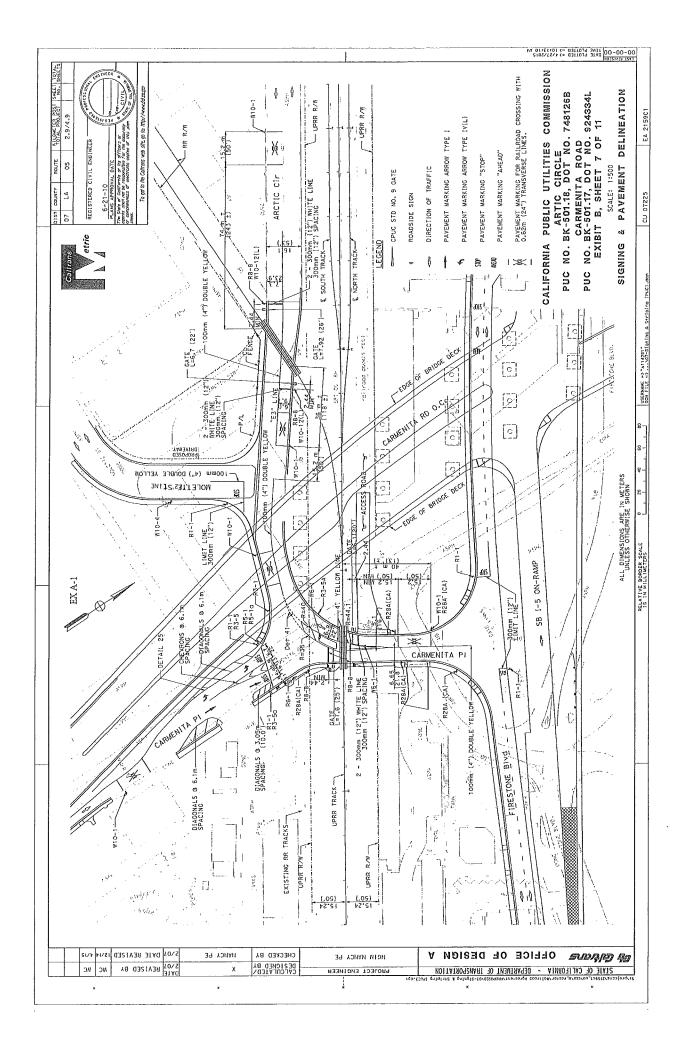


EXHIBIT B

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the General Terms and Conditions



EXHIBIT B

TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Public Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Public Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Public Body for the purpose of conveying electric power or communications incidental to the Public Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Public Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Public Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Public Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Public Body at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.
- E. So far as it lawfully may do so, the Public Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Public Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

- A. The Public Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Public Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Public Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the Public Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in



compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Public Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Public Body. The Public Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Public Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Public Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Public Body at the Public Body's own expense, or by the Railroad at the expense of the Public Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Public Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Public Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

- A. The Public Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.
- B. If, in the future, the Public Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the Public Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Public Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Public Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Public Body that the work will be performed in a safe manner and in conformity with the following standards:

A. <u>Definitions</u>. All references in this Agreement to the Public Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work





of the Public Body shall include work both within and outside of the Railroad's property.

B. Entry on to Railroad's Property by Public Body. If the Public Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Public Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Public Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Public Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Public Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. Flagging.

- i. If the Public Body's employees need to enter Railroad's property as provided in Paragraph B above, the Public Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Public Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Public Body whether a flagman need be present and whether Public Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Public Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Public Body agrees that Public Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- ii. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Public Body shall pay on the basis of the new rates and charges.
- iii. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Public Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Public Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Public Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.
- D. <u>Compliance With Laws</u>. The Public Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Public Body shall use only such methods as are consistent with safety, both as concerns the Public Body, the Public Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Public Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Public Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Public Body shall reimburse, and to the extent it may lawfully do so,



indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Public Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

- E. <u>No Interference or Delays</u>. The Public Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. <u>Supervision</u>. The Public Body, at its own expense, shall adequately police and supervise all work to be performed by the Public Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Public Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Public Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Public Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.
- G. <u>Suspension of Work</u>. If at any time the Public Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Public Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Public Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. Removal of Debris. The Public Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Public Body at the Public Body's own expense or by the Railroad at the expense of the Public Body. The Public Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. Explosives. The Public Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. Excavation. The Public Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Public Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Public Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Public Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. <u>Drainage</u>. The Public Body, at the Public Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Public Body, at the Public Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Public Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Public Body shall not obstruct or interfere with existing ditches or drainage facilities.



- L. <u>Notice</u>. Before commencing any work, the Public Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.
- M. <u>Fiber Optic Cables</u>. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Public Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Public Body. If it is, Public Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Public Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Public Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

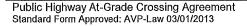
The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Public Body for a period of three (3) years following the date of Railroad's last billing sent to Public Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

- A. If the Public Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Public Body will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the Public Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Public Body hereunder.
- C. The Public Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Public Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Public Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Public Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.



Page 5 of 5

EXHIBIT C

Public Highway At-Grade Crossing Agreement

Cover Sheet for the Railroad's Form of Contractor's Right of Entry Agreement



Folder No.: 2661-02

UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the day of 2015, by and between UNION PACIFIC RAILROAD COMPANY, a De ("Railroad"); and	laware corporation
(Ne	ame of Contractor)
a corporation ("Contractor").	
RECITALS:	
Contractor has been hired by the City of Santa Fe Springs and or the Califo Transportation (collectively "City") to conduct the reconstruction and realignme grade public road crossing for Artic Circle (DOT 748126B), and the install flashers, at Railroad's Mile Post 500.62 on the Railroad's Santa Ana Industrial Less Fe Springs, Los Angeles County, California, as such location is in the general locationad Location Print marked Exhibit A, attached hereto and hereby made a work is the subject of a contract dated, 2015, between the Rail The Railroad is willing to permit the Contractor to perform the work described above subject to the terms and conditions contained in this A	ent of the existing at- lation of gates and lead at or near Santa cation shown on the a part hereof, which lroad and the City. cribed above at the
AGREEMENT:	rgroomone
AGREDIEN I	

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.



ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The <u>General Terms and Conditions</u> contained in **Exhibit B**, the <u>Insurance Requirements</u> contained in **Exhibit C**, and the <u>Minimum Safety Requirements</u> contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

SILVIO MOLINA MGR TRACK MAINTENANCE 11406 LOS NIETROS RD SANTA FE SPRINGS, CA 90670 (909) 685-2469 SMOLINA@UP.COM

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A.	The grant of right herein made to Contra	actor shall commence on the date of this Agreement,
	and continue until	, unless sooner terminated as herein
	(Expiration Date	•
	provided, or at such time as Contractor has	as completed its work on Railroad's property, whichever
is earlier. Contractor agrees to notify the Railroad Representative in writing when		the Railroad Representative in writing when it has
	completed its work on Railroad's proper	



B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit** C of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit** B of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company Real Estate Department 1400 Douglas Street, MS 1690 Omaha, NE 68179-1690 UPRR Folder No.: 2661-02

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.



ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

By:
DAVID C. LAPLANTE
Senior Mgr. Contracts
(Name of Contractor)
Ву
Printed Name:
Title:

UNION PACIFIC RAILROAD COMPANY (Federal Tax ID #94-6001323)

NEW BUSINESS

<u>Exterior Painting: Activity Center and Civic Center Plaza – Authorization to Advertise</u> <u>for Construction Bids</u>

RECOMMENDATION

That the City Council take the following actions:

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

BACKGROUND

The proposed exterior painting locations will be at the Activity Center (Gymnasium) and Civic Center Plaza (City Hall, Library, and Town Center Hall). The exterior paint at the Activity Center and Civic Center Plaza has exceeded its service life and is revealing cracking, peeling, flaking, chipping, and fading paint. The work includes the surface preparation and application of paint system on exterior walls including the metal screen walls on the roof top of the Civic Plaza buildings and the application of anti-graffiti coating at the Activity Center.

The estimated construction cost of the Exterior Painting: Activity Center and Civic Plaza is \$75,000. The total project cost including construction, engineering and inspection, and contingency is \$75,000. The estimate for the project is derived from the most current cost of similar types of construction projects in the area.

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

FISCAL IMPACT

The Exterior Painting: Activity Center and Civic Center Plaza is fully funded through the Utility User Tax Capital Improvement Project Fund.

INFRASTRUCTURE IMPACT

The project will provide protection from ultraviolet light, abrasion, and environmental factors such as extreme exposure to the sun and moisture. Exterior coatings contain ingredients that play a vital role in enhancing the functionality as well as the aesthetic value of the building.

Thaddeus McCormack

City Manager

Attachment:

None

Report Submitted By: Noe Negrete, Director

Department of Public Works

Date of Report: August 19, 2015

NEW BUSINESS

Authorization to Restore the Lease Agreement with Newport Diversified, Inc. Following the Completion of Interstate 5 (I-5) Freeway Alondra Boulevard Segment

RECOMMENDATION

That the City Council approve the restoration of the Lease Agreement with Newport Diversified, Inc. (formerly San Diego Theatres, Inc.) for the parking lot area located between Freeway Drive and Alondra Boulevard and authorize the Mayor to sign a letter to Newport Diversified, Inc. notifying them that, effective immediately, the Lease Agreement has been restored.

BACKGROUND

At the City Council meeting of December 23, 1988, the City Council approved a Lease Agreement with San Diego Theatres, Inc. (now known as Newport Diversified, Inc.) for the use of a vacant parcel of City property located west of Coyote Creek between Freeway Drive and Alondra Boulevard for Swap Meet parking lot purposes. The term of this Lease Agreement commenced on December 1, 1988, and would remain in force and effect until it was terminated in accordance with the provisions of the Lease Agreement. The Lease Agreement may be terminated upon either party giving the other party 30-day written notice. A copy of the Lease Agreement is attached.

As a result of the Caltrans Interstate 5 (I-5) freeway expansion project, the area that the City leased for Swap Meet purposes was not available for use until it was restored and completed by Caltrans. Pursuant to completion of the Alondra Boulevard segment of the I-5 freeway expansion project, Caltrans has released this area back to the City.

Staff recommends that the City Council restore the Lease Agreement with Newport Diversified, Inc. to provide Swap Meet parking between Freeway Drive and Alondra Blvd. and that all provisions of the Lease Agreement remain in force.

FISCAL IMPACT

Restoration of the Lease Agreement does not have a significant fiscal impact on the City.

INFRASTRUCTURE IMPACT

The parking lot will be used by patrons of the Santa Fe Springs Swap Meet.

Thaddeus McCormack₄

City Manager

Attachment: Lease Agreement

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 19, 2015

LEASE AGREEMENT - PARKING FACILITY

The City of Santa Fe Springs, a body corporate and politic, hereinafter referred to as "Lessor", and SAN DIEGO THEATRES, INC., hereinafter referred to as "Lessee", do hereby enter into the following lease agreement.

WHEREAS, Lessor is the owner of certain real property located on the northwest corner of Freeway Drive and Alondra Boulevard west of Coyote Creek and extending westerly in the area between Freeway Drive and Alondra Boulevard and the Santa Ana Freeway, in the City of Santa Fe Springs, and

WHEREAS, Lessee is a nearby property owner who desires to have the use of said property for parking facilities, and

WHEREAS, the parties agree that it is to their mutual advantage to enter into this agreement:

THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

- 1. Lessor does hereby agree to lease to Lessee, and Lessee does hereby agree to lease from Lessor, that certain area of real property consisting of the excess right of way along the south side of Freeway Drive, between the corner of Freeway Drive and Alondra Boulevard and the Santa Ana Freeway, the area of which is illustrate on a map which is attached hereto as Exhibit "A" and incorporated herein by reference.
- 2. It is agreed that the tenancy of said property, as described above, shall be limited to Lessee having the sole and exclusive use and possession of said property during the term of this Lease; the use of the property shall be for parking facilities.
- 3. The term of this Lease Agreement shall be on a month to month basis, and shall commence from December 1, 1988, following the execution of this Lease Agreement, the Lease Agreement term shall remain in force and effect until terminated in accordance with the provisions herein or extended or altered as mutually agreed upon by Lessee and Lessor.

- 4. It is agreed that the basic rent shall be \$1.00 payable in advance. Other consideration for the property shall be the construction of various improvements to the site which shall remain after termination of the tenancy. These improvements include approved fencing, retaining walls, landscaping, paving, lighting (if necessary), and maintenance of the landscaped slope areas along Alondra Boulevard.
- 5. Lessee does hereby agree that prior to occupancy of the property for parking facilities that a site plan be submitted to the City Engineer and Director of Planning and Development of the City of Santa Fe Springs for approval and that all approved site improvements be completed on the property.
- 6. Lessee does hereby agree to maintain said property at all times in a safe, clean and orderly condition, and Lessee agrees to have said premises in a clean condition upon the close of each week.
- 7. Lessee does hereby agree to indemnify Lessor against and hold Lessor harmless from any and all obligations, claims, liabilities, damage and expenses arising from or during the period of the use and possession of said property by Lessee or Lessee's agents, representatives, guests, invitees, employees or others. Said indemnification and assumption of liability shall include obligations, claims, liabilities, damages and expenses arising from incidents, collisions, accidents or otherwise.

Lessee does hereby agree to provide liability insurance coverage in the amount of \$1,000,000.00 combined single limit property damage and bodily injury per incident, naming Lessor as a party insured thereunder, and insuring Lessee's performance of the indemnity provisions contained therein. Lessee does hereby agree to provide Lessor a certificate evidencing the existence of said insurance coverage prior to this Lease commencement date, and the payment of all premiums upon the commencement of the lease term and thereafter upon request of Lessor. Such insurance policy shall provide that it shall not be cancelled or modified unless Lessor shall have been given not less that thirty (30) days prior written notice thereof.

- 8. It is hereby agreed that Lessee shall not assign or sublet any of its rights or privileges under this Lease Agreement at any time during the term of this Lease Agreement, or any extension thereof without first obtaining the written permission of Lessor which permission shall not be unreasonably withheld.
- 9. It is agreed that Lessee will have responsibility for the payment of any taxes of any type or nature, including federal and state income taxes, as well as payment of any utilities in connection with the utilization of the property.
- 10. Lessee shall not unduly interfere or withhold Lessor's right to access the property in performing its duties and responsibilities as a public body for necessary emergency repairs or emergency access to the property in relationship to the underlying status of the property as right-of-way.
- 11. Lessee does hereby agree to abide by all laws, ordinances and regulations of any applicable government agency in the use and possession of said premises.
- 12. This Lease Agreement may be terminated upon the following terms and conditions:
 - Upon mutual agreement of the parties;
 - b. Upon either party giving to the other party 30 days notice in writing;
 - Upon the cessation of business of either party;
 - d. Upon the failure of Lessee to pay rent as provided herein;
 - e. Upon failure of Lessee to perform any other terms and conditions as provided herein;
 - f. Upon the failure of Lessor to perform any of the terms and conditions as provided herein;

- 13. In the event either party institutes legal action or other proceedings in order to enforce any of the terms and conditions of this Lease Agreement, the prevailing party in any such legal action or proceeding shall be entitled to an award of reasonable attorney's fees and court costs.
- 14. This Lease Agreement shall inure to the parties hereto and their respective legal representatives and successors.
- 15. There are no representations, agreements or understanding between parties other than as set forth in this Lease Agreement, and it is understood and agreed that this Lease Agreement supercedes and is controlling with respect to the subject matter set forth herein.

Date: <u>December 23</u> ,1988	The City of Santa Fe Springs, a public body corporate and politic By:
Date: December 23,1988	LESSEE SAN DIEGO THEATRES, INC. By:

NEW BUSINESS

<u>Authorization to Extend the On-Call Engineering Contract Services with Onward Engineering</u>

RECOMMENDATION

That the City Council authorize the City Engineer to extend the Onward Engineering Contract term to October 19, 2015.

BACKGROUND

The City Council awarded a professional services contract to Onward Engineering on September 4, 2012, to provide On-Call Engineering services for capital improvement projects. The contract will expire on September 4, 2015. The intent of the contract was to supplement the project management and Engineering staff capacity of the City's Public Works Department.

At the June 25, 2015 meeting, the City Council authorized Staff to advertise a Request for Qualifications (RFQ) to provide Engineering services on an as-needed basis. The City will engage the Engineering services through a "Request for Quote (RFQ)" for each specific project. The proposed term for the Professional Services Agreement will be three (3) years.

Pursuant to the RFQ, the City has received nineteen (19) Statements of Qualifications from engineering firms to provide engineering services in support of the Public Works/Engineering Division staff. Due to the number of Statements of Qualifications that were received, the review and screening process will take more time than initially scheduled. As a result, Staff is requesting City Council authorization to extend the term of the Professional Services Agreement with Onward Engineering by an additional 45 days. Onward Engineering staff are currently assigned to several Capital Improvement Projects (CIP) approved by the CIP Subcommittee and City Council.

FISCAL IMPACT

Funding for On-Call Professional Engineering services is included in the approved Public Works Department budget, CIP fund, Bond funds, Water CIP fund, and state and local funding for transportation improvement projects.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 19, 2015

INFRASTRUCTURE IMPACT

On-Call Professional Engineering services will augment Public Works/Engineering Division Staff by assisting with engineering, architectural and landscape design, construction management and inspection, and project management and administration required to implement the approved Capital Improvement Projects List.

Thaddeus McCormack

City Manager

Attachment:

Agreement - Onward Engineering

CITY OF SANTA FE SPRINGS SHORT FORM PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September, 2012 by and between the CITY OF SANTA FE SPRINGS (CITY), and Onward Engineering, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

- 1. CONSULTANT will provide services (SERVICES) as outlined in the proposal submitted on July 10, 2012 which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein.
- 2. Said services shall be referred to as "PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS".
- 3. CITY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates attached. The hourly rate includes full compensation for direct labor and overhead costs. CITY and CONSULTANT shall negotiate the appropriate dollar amount for each respective capital improvement project prior to work for each project commencing. Any such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
- 4. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
- 5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
- 6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its

appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising our of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

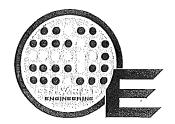
- 7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
- 8. CONSULTANT shall comply with CITY'S Harassment Policy. CITY prohibits any and all harassment in any form.
- 9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:
 - a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
 - b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.
 - c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with <u>CITY named as additional insured</u>. A 30 day notice of cancellation is required.

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

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

Majds Staya 9/13/2012
CONSULTANT Signature Date
Name (Print): Majdi. Abaya
Title: President
Company Name: Onward Engineering
Corporation X Sole Proprietor Partnership LLC
SSN or Tax ID#: 80-0101723
Address: 300 S. Harbor Blud., Suite 314
City, State, Zip: Analyeim, (A 92805
Telephone: (714) 533-3050
•
City of Santa Fe Springs Date
City of Santa Fe Springs / Date
11710 Telegraph Road
Santa Fe Springs, CA 90670 (562) 868-0511



Onward Engineering

Schedule of Hourly Rates Rates Effective January 1, 2012

No.	Classification	Hourly Rate
1	Senior Admin Staff	\$110
2	Project Manager	\$100
3	Construction Manager	\$105
4	Design Manager	\$105
5	Community Coordinator	\$80
6	Design Engineer	\$85
7	Plan-Checker	\$85
8	Project Engineer	\$90
9	Sr. Inspector	\$85
10	Designer (CAD Operator)	\$70
11	Counter Technician	. \$55
12	Clerical Staff	\$45

M.J. Gestine and Matt Winters will be invoiced at the Project Manager rate of \$100/hour. Hana Abulaban will be invoiced at the Community Coordinator rate of \$80/hour.

Note: Out of pocket expenses (blueprinting, reproduction, printing, and delivery service) will be invoiced at Cost, plus 10%. A 10% administration, coordination and handling fee will be added to subcontracted services.

NEW BUSINESS

Metro/Pioneer Little League - Facility Use Agreement for Athletic Fields

RECOMMENDATION

That the City Council approve the Facility Use Agreement for the use of the Athletic Fields between the City of Santa Fe Springs and Metropolitan/Pioneer Little League for the right to use Lake Center Athletic Park and Library Meeting Room, and the right to use the Santa Fe Springs Athletic Fields. The Facility Use Agreement shall remain in effect through December 2017.

BACKGROUND

The City of Santa Fe Springs has granted use of Lake Center Athletic Park to Metro/Pioneer Little League for nearly 30 years for the purpose of serving the public interest of providing an organized youth sport baseball program. Over the years Metro/ Pioneer Little League has provided a baseball program for various ages as well as an occasional limited softball program. In the past, Metro/Pioneer Little League has generally utilized Lake Center Athletic Park, but has recently extended its field use to the Santa Fe Springs Athletic Fields.

Currently Metro/Pioneer Little League offers two seasons of baseball; a Winter Ball Season that begins in August and continues through late November, and the traditional Spring Season that begins with player evaluation as early as January and continues through the month of June with regular league play. In addition, the League has been fortunate enough to have various teams qualify for regional and state tournaments extending through the month of July.

This Facility Use Agreement for the Athletic Fields has been developed to formalize the partnership between the City of Santa Fe Springs and the Metro/Pioneer Little League. This Agreement outlines the responsibilities of both parties.

As stated above, the term of this Facility Use Agreement shall remain in effect through December 2017. Fields will be used as follows:

- 1. Lake Center Athletic Park January through November
- 2. Santa Fe Springs Athletic Fields January through April
- 3. The Lake Center Athletic Park Library Meeting Room will be used during the month of December only.

Report Submitted By: Michelle Smith, Supervisor
Community Services Department

Date of Report: August 20, 2015



This agreement may be terminated at any time by either party giving to the other party at least fifteen (15) days written notice of termination. The City may renew this agreement every two years; provided that Metro/Pioneer Little League operates the facility in conformance with all regulations and this Facility Use Agreement for Athletic Fields.

The Mayor may call upon Michelle Smith, Community Services Supervisor, to answer any questions the Council may have regarding the proposed Facility Use Agreement.

FISCAL IMPACT:

There will be no additional costs incurred by the City.

Interference for Thaddeus McCormack

City Manager

ATTACHMENT:

Facility Use Agreement

Date of Report: August 20, 2015



FACILITY USE AGREEMENT FOR ATHLETIC FIELDS

THIS AGREEMENT, made and entered into this ____ day of _____, 20___, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Metro/Pioneer Little League*, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a baseball sports program to the youth of the community;
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use the <u>Lake Center Athletic Park</u> located at 11641 Florence Avenue, in Santa Fe Springs, including the use of the three baseball fields, the concession area, and the library meeting room, and the right to use the <u>Santa Fe Springs Athletic Fields</u> located at 9720 Pioneer Boulevard, in Santa Fe Springs (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use the <u>Lake Center Athletic Park</u> for a period of time, commencing in <u>January</u> and terminating in <u>November</u>, the right to use the <u>Lake Center Athletic Park Library Meeting Room</u> for a period, commencing and ending in <u>December</u> and the right to use the <u>Santa Fe Springs Athletic Fields</u> for a period of time, commencing in <u>January</u> and terminating in <u>April.</u> This AGREEMENT shall remain in effect through December 31, 2017, unless terminated earlier at any time by either party giving to the other party at least fifteen (15) days written notice of termination. AGENCY may renew this AGREEMENT every two years; provided that ORGANZATION operates the facility designated below in conformance with all and regulations applicable thereto.

2. USE OF FACILITIES

ORGANIZATION's right to use the Subject Facilities will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Rental Application
- B. Payment in the amount of \$2,000 for one season (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
 - Practice dates & times
 - Games dates & times
 - Meetings dates & times
 - Tournaments dates & times (tournaments outside of season must be approved by AGENCY and field must be reserved through AGENCY'S permit process)
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, AGENCY may withhold use of the Subject Facility.

3. RESPONSIBILITY FOR ACTIVITIES

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this AGREEMENT.

4. ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall

- be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.
- D. Closure of Fields Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services & Public Works Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this AGREEMENT and the ability to use the Subject Facilities. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.
- F. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- G. AGENCY will not provide keys and/or alarms to ORGANIZATION. AGENCY will assign City staff during season hours, Monday Friday from 4 p.m. to 10 p.m., Saturdays from 7 a.m. 8:30 p.m. and during Fall/Winter Ball, Sundays from 8 a.m. 6 p.m., who will supervise facilities and grant facility access to ORGANIZATION.
- H. ORGANIZATION must provide proof of required health permits to operate and handle food from concession stand/kitchen.
- I. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- J. No power vehicles/equipment other than City operated are permitted on the fields with the exception of field drag equipment, pitching machine, and quad.
- K. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall lose their privilege and use of the Subject Facilities.

5. LEGAL RESPONSIBILITIES

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

6. <u>USE OF PREMISES</u>

The Subject Facilities shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

- A. The conduct of any offensive, noisy or dangerous activity.
- B. The creation or maintenance of a public nuisance.
- C. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
- D. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

Under no circumstance may the ORGANIZATION sub-lease field usage to outside travel teams or host division games outside approved calendar of events without AGENCY approval.

Subject Facilities does not include the use of the Betty Wilson Center. Use of the Betty Wilson Center requires another facility use rental application and additional fees.

7. EXCLUSIVE RIGHT

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted **shall not** be assigned to or transferable to any persons, teams or leagues.

8. MAINTENANCE

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.

- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance of the storage area, office, and snack bar/kitchen.
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.

9. INSPECTION

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION's agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

10. <u>IMPROVEMENTS</u>

The removal, alteration, or addition to any facility or grounds must be approved and performed by AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds must be submitted to AGENCY for consideration and review at least (10) days prior to the date any proposed change(s) is needed.

Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified in section 8.

11. <u>TITLE TO IMPROVEMENTS</u>

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of AGENCY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of AGENCY.

12. SIGNS

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from AGENCY. Such a request for approval shall be directed to the Parks & Recreation Services Division Manager. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of AGENCY.

13. TERMINATION OF THIS AGREEMENT

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least fifteen (15) days in advance of such termination.

14. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To AGENCY:		
	Attention:	
To ORGANIZATION:		
	Attention:	

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

15. <u>ATTORNEYS FEES</u>

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

16. **GOVERNING LAW**

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

17. ASSIGNMENT

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of AGENCY.

18. <u>INSURANCE</u>

ORGANIZATION shall maintain insurance in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

A. <u>Commercial General Liability Insurance</u>: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

ORGANIZATION and AGENCY agree to the following with respect to insurance provided by ORGANIZATION:

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

 ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.

- 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.
- 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
- 8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.

- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.
- 12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.
- 13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
- 14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
- 15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
- 16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.

- 17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
- 19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.

19. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

20. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of AGENCY as a result of the performance of this AGREEMENT.

21. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

ORGANIZATION: Metro/Pioneer L	<u>little League</u>
By: (Signature)	
(Print Name)	
Its:(Title)	
CITY OF SANTA FE SPRINGS A Municipal Corporation	
Laurie M. Rios Mayor	

ATTEST:
Anita S. Jimenez <u>, CMC</u> City Clerk
APPROVED AS TO FORM: Steve Skolnik City Attorney
By:

NEW BUSINESS

Request for Out-of-State Travel for City Manager Thaddeus McCormack and Fire Chief Michael Crook to Attend the "2015 National Fallen Fire Fighter Memorial Service" in Colorado Springs, CO

RECOMMENDATION

That the City Council approve out-of-state travel for the City Manager and Fire Chief to attend the "2015 National Fallen Fire Fighter Memorial Service" in Colorado Springs, CO, from Thursday, September 17, 2015, through Sunday, September 20, 2015.

BACKGROUND

The International Association of Fire Fighters Fallen Fire Fighter Memorial honors the sacrifice made by professional fire fighters, paramedics, and emergency medical personnel in the United States and Canada who gave their lives while serving their country and community. The annual ceremony remains an uplifting service for the and loved celebrating the lives. heroism. and friends. ones. accomplishments of some of our Nation's bravest.

The memorial service is scheduled for Saturday, September 19, 2015, in Colorado Springs, Colorado, at the Firefighter Memorial Site located on Pike's Peak. Other activities associated with the service will be taking place on Friday, September 18, 2015.

This year, former Department of Fire-Rescue employee Armando Mora will be recognized at the event and his name will be added to the National Firefighter Monument. Armando Mora passed away on June 18, 2014 from a job-related illness.

FISCAL IMPACT

The estimated expense incurred for the City Manager and Fire Chief to attend the 2015 National Fallen Fire Fighter Memorial Service is \$2,400 and is currently budgeted in the FY 2015/16 budget.

Thaddeus McCormack

City Manager

Attachment:

2015 Memorial Service Itinerary

Report Submitted By: Fire Chief Michael Crook

Department of Fire-Rescue

Date of Report: August 19, 2015



This Year's Service Program

Itinerary

September 16-20, 2015 Colorado Springs, Colorado

Travel and Lodging

GENERAL INFORMATION

Registration

All IAFF members attending are encouraged to wear their uniforms (preferably Class A (dress) uniforms), register and make hotel reservations as soon as possible.

Honor Guard

Families IAFF Reception and Breakfast

2015 Wall of Honor

Media

Memorial Home On Friday evening, the IAFF will host a reception (business casual), beginning at 6:00 pm in the Colorado Grand Ballroom of Hotel Eleganté Conference and Event Center. On Saturday morning, beginning at 8:00 am, the IAFF will host a breakfast buffet in the Colorado Grand Ballroom of Hotel Eleganté. All family members and registered IAFF members are invited to attend. There is no charge for these events, however, we ask that family and IAFF members please wear their name badges that were provided at the Registration Area.



Family Greeting and Hotel Transportation

Beginning **Wednesday**, the IAFF and IAFF Members from Local 5-Colorado Springs Fire Fighters, will be staffing a Family Greeting and Hotel Transportation Center at the Colorado Springs Airport. They will assist in directing you to our hotel shuttles. They will also provide any needed assistance and answer any of your questions. The Family Greeting and Transportation Center will be located outside the secure area on the baggage claim level. It will be open until 12:00 a.m. each evening.

FFFM Information and Transportation Center

The FFFM Information and Transportation Center will be located in the Main Lobby at Hotel Eleganté. The IAFF and members from Local 5-Colorado Springs Fire Fighters, will assist in any of your transportation needs, including shuttles to the Memorial site, restaurant transportation and return to airport shuttles. They will also provide any needed assistance and answer any of your questions. The FFFM Information and Transportation Center will be open from 8:00 am to 11:00 pm, Wednesday through Saturday, and from 4:00 am to 6:00 pm on Sunday. On Saturday, shuttles to the Memorial site will begin at 8:30 am at 20-minute intervals; shuttles back to the hotel will begin at the conclusion of the Memorial Service. The last shuttle to the

Memorial will be at 10:30 pm to ensure that everyone is at the park for the start of the service.

IAFF FFFM Office

The IAFF FFFM Office, located in the Pike's Peak Room, just off the Lobby area of Hotel Eleganté, will be open from 8:00 am to 6:00 pm from Wednesday to Sunday, except as otherwise specified on the agenda below. IAFF staff will assist you with registration and answer any questions regarding Memorial activities.

FFFM Registration

Registration for all Family Members and IAFF Members will begin on Wednesday at 12:00 noon. The Registration area will be located in the Pike's Peak Room of Hotel Eleganté. At registration, each of the family members will be provided with credentials as well as a welcoming gift and information packet.

Family Room

The Family Room is available to any family member who wishes to visit other family members who have suffered a line-of-duty death. The Family Room will be located in Room 2523 and will be open from Thursday through Saturday.

IAFF Honor Guard and Pipe Band

There will be an Honor Guard and Pipe Band meeting on Thursday at 4:00 pm in Hotel Eleganté's Ballroom One. The meeting is to provide details regarding the events leading to the Memorial Service. It will provide an opportunity to address Honor Guard and Pipe Band participation at the Service, including the presentation of the IAFF Flag. On Friday, Honor Guard and Pipe Band practice will begin at 9:00 am at the Memorial Site. Honor Guard and Pipe Band shuttles will begin departing for the site at 8:00 am. On Saturday, Honor Guard and Pipe Band practice will begin at 8:00 am at the memorial site. Honor Guard and Pipe Band shuttles will begin departing for the site at 7:00 am. All meetings and practice sessions require mandatory attendance by ALL members of the Honor Guard and Pipe Band.

Family and Escort Meeting

On Friday at 4:30 pm in Hotel Eleganté's Summit Ballroom there will be a Family and Escort Meeting. Each family member and IAFF Local affiliate is requested to send a representative to this meeting (of course all family members are invited). This meeting is to provide the family and their IAFF Local representative with specific information about the Memorial Service, including the details regarding the individual presentation of the IAFF Flag. There will be a reading of all names provided to ensure correct pronunciation and an opportunity to ask any questions.

IAFF - FFFM Gift Shop

The IAFF's FFFM Gift Shop will be open beginning 10:00 am on Wednesday. It will remain open through Sunday as listed on the agenda below. The Gift Shop provides an assortment of Fallen Fire Fighter Memorial clothing and gift items as well as a number of IAFF items. Staff will also demonstrate and assist in the use of the IAFF On-Line Store. The Gift Shop will be located in the Foothills Ballroom of the Hotel Eleganté.

Motorcycle and Apparatus Procession - 2015

The motorcycle/fire apparatus procession will take place in two sections. The first section, motorcyclists and fire apparatus will leave the Colorado Fallen Firefighters Memorial in Lakewood, Colorado on Saturday at 8:00 am.

The procession will proceed to a staging area at the Chapel Hills Mall in Colorado Springs. At 10:00 am the second section will depart and proceed to the IAFF Fallen Fire Fighter Memorial. Additional information on the procession and fire department apparatus registration can be obtained by visiting www.iafflocal5.com.

All motorcycle riders and passengers participating in any portion of the day's rides must pre-register for insurance purposes. Registration can be completed by visiting www.ridetoremember.org/form.html. All fire fighter motorcyclists and fire departments are encouraged to participate in both sections of the procession! Sorry, the procession is not open to the public. Invitation letters and registration instructions will be emailed to all Colorado fire departments.

Memorial Site Information

The IAFF Fallen Fire Fighter Memorial, located in the shadow of Pike's Peak, honors the sacrifice made by IAFF members who serve as professional fire fighters and emergency medical personnel that have given their lives in the line of duty. Since its creation in 1976, the names of the fallen IAFF members have been engraved into the wall of honor located behind the memorial.

- The Memorial is lit at night.
- Colorado Springs Fire Explorers will provide tracing paper and pencils to trace names from the Wall of Honor.

Directions to the IAFF Fallen Fire Fighter Memorial

From Southbound I-25: Take the Bijou Street exit East to Cascade Avenue. Turn right on Cascade (South) to Pikes Peak Avenue. Turn left on Pikes Peak (East) and continue to Hancock Avenue.

From Northbound I-25: Take Cimarron Street exit (Highway 24) East to Wahsatch Street. Turn left (North) on Wahsatch to Colorado Avenue. Turn right on Colorado Avenue (East) and continue to Hancock Avenue.

The IAFF Fallen Fire Fighter Memorial is located on the corner of Pikes Peak Avenue and Hancock Avenue. Turn right (South) on Hancock and then left into the first park entrance.

FALLEN FIRE FIGHTER MEMORIAL AGENDA

WEDNESDAY, SEPTEMBER 16

8:00 a.m. – 11:00 p.m.	Family Greeting and Hotel Transportation	Colorado Springs Airport
8:00 a.m 11:00 p.m.	Information and Transportation Center	Main Lobby, Hotel Eleganté
8:00 a.m 7:00 p.m.	IAFF FFFM Office	Pike's Peak Ballroom, Hotel Eleganté
10:00 a.m 7:00 p.m.	IAFF - FFFM Gift Shop	Foothills Ballroom, Hotel Eleganté
12 noon – 7:00 p.m.	FFFM Registration	Pike's Peak Ballroom, Hotel Eleganté
12 noon – 5:00 p.m.	Shuttles to Memorial Site	Main Lobby, Hotel Eleganté

THURSDAY, SEPTEMBER 17

8:00 a.m. – 11:00 p.m.	Family Greeting and Hotel Transportation	Colorado Springs Airport
8:00 a.m 11:00 p.m.	FFFM Information and Transportation Center	Main Lobby, Hotel Eleganté
8:00 a.m. – 7:00 p.m.	IAFF FFFM Office	Pike's Peak Ballroom, Hotel Eleganté
9:00 a.m. – 7:00 p.m.	IAFF - FFFM Gift Shop	Foothills Ballroom, Hotel Eleganté
9:00 a.m. – 9:00 p.m.	FFFM Registration	Pike's Peak Ballroom, Hotel Eleganté
9:00 a.m. – 10:00 p.m.	Shuttle to Memorial Site	Main Lobby, Hotel Eleganté
12 noon – 9:00 p.m.	Family Room	Room 2523, Hotel Eleganté
4:00 p.m. – 6:00 p.m.	Mandatory Honor Guard Meeting	Ballroom One, Hotel Eleganté

FRIDAY, SEPTEMBER 18

8:00 a.m 11:00 p.m.	Family Greeting and Hotel Transportation	Colorado Springs Airport
8:00 a.m 11:00 p.m.	FFFM Information and Transportation Center	Main Lobby, Hotel Eleganté
8:00 a.m 8:00 p.m.	IAFF FFFM Office	Pike's Peak Ballroom, Hotel Elegantéa
8:00 a.m 2:00 p.m.	Honor Guard Shuttle to / from Memorial Site	Main Lobby, Hotel Eleganté
9:00 a.m 6:00 p.m.	IAFF – FFFM Gift Shop	Foothills Ballroom, Hotel Eleganté

8:00 a.m. – 9:00 p.m.	Shuttles to Memorial Site	Main Lobby, Hotel Eleganté
9:00 a.m.	Mandatory Honor Guard Practice	FFFM Site
9:00 a.m. – 8:00 p.m.	FFFM Registration	Pike's Peak Ballroom Hotel Eleganté
12 noon – 9:00 p.m.	Family Room	Room 2523, Hotel Eleganté
4:30 p.m. – 5:30 p.m.	Family and Escort Meeting	Summit Ballroom, Hotel Eleganté
6:00 p.m. – 8:00 p.m.	IAFF's FFFM Reception	Colorado Grand Ballroom, Hotel Eleganté
SATURDAY, SEPTEM	IBER 19	
8:00 a.m. – 5:00 p.m.	IAFF FFFM Office	Pike's Peak Ballroom, Hotel Eleganté
8:00 a.m. – 11:00 p.m.	Family Greeting and Hotel Transportation	Colorado Springs Airport
6:00 a.m. – 9:30 a.m.	FFFM Breakfast Buffet	Colorado Grand Ballroom, Hotel Eleganté
8:00 a.m 11:00 p.m.	FFFM Information and Transportation Center	Main Lobby, Hotel Eleganté
7:00 a.m.	Honor Guard Shuttle to Memorial Site	Main Lobby, Hotel Eleganté
8:00 a.m. (Lakewood) 10:00 a.m. (COS)	Ride to Remember - Motorcycle and Apparatus Procession	Lakewood, Colorado and Chapel Hills Mall, COS
7:00 a.m 9:30 a.m. 1:30 p.m 6:00 p.m.	IAFF – FFFM Gift Shop	Foothills Ballroom, Hotel Eleganté
9:00 a.m.	Mandatory Honor Guard Practice	FFFM Site
9:00 a.m 11:00 p.m.	Family Welcoming Center	Main Lobby, Hotel Eleganté
1:00 p.m 8:00 p.m.	Family Room	Room 2523, Hotel Eleganté
8:30 a.m.	20 minute intervals Family Shuttle to Memorial Service	Main Lobby, Hotel Eleganté
11:00 a.m.	Memorial Service	FFFM Site
1:00 p.m.	20 minute intervals Shuttle to Hotel	FFFM Site
2:00 p.m. – 9:00 p.m.	Family Shuttle to Airport	Main Lobby, Hotel Eleganté
SUNDAY, SEPTEMBE	ER 20	
4:00 a.m 6:00 p.m.	Transportation Center	Main Lobby, Hotel Eleganté

4:00 a.m. – 6:00	Family Shuttle to	Main Lobby, Hotel
p.m.	Airport	Eleganté
8:00 a.m 11:00 a.m.	IAFF FFFM Office	Pike's Peak Ballroom, Hotel Eleganté
9:00 a.m. – 12	IAFF – FFFM Gift	Foothills Ballroom,
Noon	Shop	Hotel Eleganté



City Council Meeting

NEW BUSINESS

Request for Out-of State Travel for Senior Human Resources Analyst to Attend NeoGov User Training Conference

RECOMMENDATION

That the City Council approve out-of-state travel for the Senior Human Resources Analyst, Debbie Ford, to attend the NeoGov 2015 User Training Conference.

BACKGROUND

NeoGov provides and supports the online applicant tracking system that the City uses for recruitment and testing. In order for users to fully maximize the use of the program, NeoGov holds an annual Training Conference for Users. Because NeoGov is used by hundreds of agencies nationwide, the Training Conference is generally held in Las Vegas, Nevada, for ease of travel. This year's Training Conference will be held from October 14 through 16, 2015.

The Senior Human Resources Analyst oversees the recruitment and testing activities of the Human Resources Office. It is critical that she is able to use NeoGov to its maximum capacities to continually increase the effectiveness of the recruitment and testing operations. Attending this training will provide her the knowledge and ability to increase usage of the online application system and better utilize the new technology and features of the program.

FISCAL IMPACT

Registration, travel, and accommodation expenses for the NeoGov training conference is estimated at \$1,500 and has been included in the 2015/16 Human Resources training budget.

Thaddeus McCormack

City Manager

Report Submitted By: Andrea Cutler

Human Resources Office

Date of Report: August 18, 2015



City Council Meeting

Recognition of Cherri's Donuts for Their Support and Dedication to the Youth of Santa Fe Springs

RECOMMENDATION

That the City Council recognize the business of Cherri's Donuts for their support and dedication to the youth of Santa Fe Springs.

BACKGROUND

In January 2015, the Santa Fe Springs Youth Leadership Committee (YLC) attended its annual leadership retreat in Green Valley, CA. The committee members participated in many team building activities and supportively worked together to develop yearly goals. As a result of their goal setting and planning, the YLC set plans to identify and recognize local businesses, organizations, and/or individuals who have been supportive and dedicated to the youth of Santa Fe Springs.

The Mayor may wish to call upon Community Services Supervisor Ed Ramirez and the Youth Leadership Committee members to assist with the presentation.

Thaddeus McCormack

City Manager

Report Submitted By: Eddie Ramirez, Supervisor

Department of Community Services

Date: August 20, 2015

PRESENTATION

<u>Proclaiming the Month of September 2015 as "Childhood Cancer Awareness Month" in the City of Santa Fe Springs</u>

RECOMMENDATION

That the Mayor call upon the City Clerk to read the proclamation and direct staff to send a signed copy to the American Cancer Fund for Children.

BACKGROUND

Cancer-stricken children struggle each and every day to fight their illness and suffering with strength, courage, and hope. During their young lives, nearly one out of 350 children in the United States will be diagnosed with cancer. For families of children diagnosed with cancer, they must prepare for significant changes in their lives that will test them emotionally, physically, and financially.

Childhood Cancer Awareness Month is a national campaign designed to raise awareness of this dreadful situation, in hopes that people will contribute funds to help ease the plight of cancer victims and their families and hopefully one day find a cure.

Thaddeus McCormack

City Manager

Attachment: Proclamation

WHEREAS, September is National Childhood Cancer Awareness Month, a time to honor and remember children and families affected by these rare diseases, and help rally support to give children with cancer better outcomes by supporting research; and,

WHEREAS, In the United States, more than 15,000 children under the age of 21 are diagnosed with cancer every year; approximately 1/4 of them will not survive the disease; and,

WHEREAS, the objective of Childhood Cancer Awareness Month is to put a spotlight on the types of cancer that largely affect children, survivorship issues, and to help raise funds for research and family support; and,

WHEREAS, in September, we pay tribute to the families, friends, professionals, and communities who lend their strength to children fighting pediatric cancer. May their courage and commitment continue to move us toward new cures, healthier outcomes, and a brighter future for America's youth.

NOW, THEREFORE, I, Laurie M. Rios, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim October 2015, as Childhood Cancer Awareness Month, in Santa Fe Springs and encourage all Americans to observe this month through appropriate programs, ceremonies, and activities.

From making a donation that supports lifesaving research, to lending support to families affected by cancer, everyone can help children and families overcome the devastation of childhood cancer.

Dated this 27 th day of August, 2015.	
	Laurie M. Rios, Mayor
ATTEST:	

Anita Jimenez, City Clerk

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Sarno
Beautification	2	Trujillo
Community Program	1	Moore
Community Program	3	Rios
Community Program	1	Rounds
Community Program	3	Sarno
Community Program	4	Trujillo
Historical	3	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Senior Citizens	1	Moore
Senior Citizens	3	Rios
Senior Citizens	1	Rounds
Senior Citizens	1	Sarno
Senior Citizens	4	Trujillo
Sister City	2	Moore
Sister City	3	Sarno
Sister City	1	Trujillo
Youth Leadership	2	Rios
Youth Leadership	1	Rounds
Youth Leadership	2	Sarno
Youth Leadership	1	Trujillo
-		

Applications Received: None.

Recent Actions: Bonnie Fox was appointed to the Senior Citizens and Family & Human Services Committees. Miguel Esteves was appointed to the Sister City Committee.

Thaddeus McCormack

City Manager

Attachments:

Committee Lists

Prospective Members

Prospective Members for Various Committees/Commissions Beautification Community Program Family & Human Services Heritage Arts Historical Personnel Advisory Board Parks & Recreation Planning Commission Senior Citizens Advisory Sister City Traffic Commission Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership:

25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(17)
	Guadalupe Placensia Gloria Campos	(17) (17)
	Olona Gampos	
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(17)
	Joseph Saiza	(17)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(17)
	Mariene Vernava	(17)
	Debra Cabrera	(17)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(17)
	Vacant	(17)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Vacant	(17)
	A.J. Hayes*	(17)

^{*}Indicates person currently serves on three committees

COMMUNITY PROGRAM COMMITTEE

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

Room #1

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr. Vacant Mary Jo Haller Gabriela Garcia Bryan Collins	(16) (16) (17) (17) (17)
Rios	Vacant Mary Anderson Dolores H. Romero* Vacant Vacant	(16) (17) (17) (16) (17)
Rounds	Mark Scoggins* Marlene Vernava Vacant Anthony Ambris Johana Coca*	(16) (16) (16) (17) (17)
Sarno	Jeanne Teran Miguel Estevez Vacant Vacant Vacant	(16) (16) (16) (17) (17)
Trujillo	Lydia Gonzales Vacant Vacant Vacant Vacant Vacant	(16) (16) (16) (17) (17)

^{*}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 5:45 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 Martha Villanueva Margaret Bustos*	(16) (17) (17)
Rios	Lydia Gonzales Manny Zevallos Gilbert Aguirre	(16) (17) (17)
Rounds	Annette Rodriguez Janie Aguirre Ted Radoumis	(16) (17) (17)
Sarno	Debbie Belmontes Linda Vallejo Hilda Zamora	(16) (16) (17)
Trujillo	Dolores H. Romero* Gloria Duran* Bonnie Fox	(16) (16) (17)
Organizational Representatives: (Up to 5)	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	Pauline Moore	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Francis Carbajal	6/30/2016
Trujillo	Amparo Oblea	6/30/2016
Committee Representatives		
Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Sally Gaitan	6/30/2015
Planning Commission	Vacant	6/30/2015
Chamber of Commerce	Vacant	6/30/2015
Council/Staff Representatives		
Council Liaison	Laurie Rios	
Council Alternate	Richard Moore	
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., April, July, and Oct., at 5:30 p.m., Heritage Park Train Depot

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(17)
	George Felix, Jr.	(17)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Larry Oblea	(17)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(17)
	Janice Smith	(17)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(17)
	Sally Gaitan	(17)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(17)
	Vacant	(17)

^{*}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., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
	Mary Tavera John Salgado William Logan Ralph Aranda Kurt Hamra	(16) (16) (17) (17) (17)
Rios	Francis Carbajal Bernie Landin Michele Carbajal Sally Gaitan Debra Cabrera	(16) (16) (16) (17) (17)
Rounds	Kenneth Arnold Richard Legarreta, Sr. Johana Coca* Tim Arnold Mark Scoggins*	(16) (16) (16) (17) (17)
Sarno	Joey Hernandez Debbie Belmontes Lisa Garcia Ed Madrid David Diaz-Infante	(16) (16) (17) (16) (17)
Trujillo	Miguel Estevez Andrea Lopez A.J. Hayes* Anthony Ambris Arcelia Miranda	(16) (16) (17) (17) (17)

^{*}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	JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

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

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME
Moore	Ken Arnold
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 9:30 a.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership:

25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki Yoko Nakamura Paul Nakamura Astrid Shesterkin Vacant	(16) (16) (16) (17) (17)
Rios	Rebecca Lira Vacant Vacant Amelia Acosta Vacant	(16) (16) (16) (17) (17)
Rounds	Vacant Bonnie Fox Gilbert Aguirre Lorena Huitron Janie Aguirre	(16) (16) (17) (17) (17)
Sarno	Gloria Duran* Vacant Hilda Zamora Linda Vallejo Ed Duran	(16) (16) (17) (17) (17)
Trujillo	Vacant Vacant Vacant Margaret Bustos* Vacant	(16) (16) (17) (17) (17)

^{*}Indicates person currently serves on three committees

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva Vacant	(16) (16)
	Mary K. Reed Peggy Radoumis Vacant	(17) (17) (17)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal Michele Carbajal	(16) (17)
	Doris Yarwood Lucy Gomez	(17) (17)
Rounds	Manny Zevallos Susan Johnston	(16) (16)
	Robert Wolfe Ted Radoumis	(16) (17)
	Dominique Velasco	(17)
Sarno	Vacant Vacant	(16) (16)
	Vacant Ed Madrid	(16) (17)
	Cathy Guerrero	(17)
Trujillo	Vacant Andrea Lopez	(16) (16)
	Dolores H. Romero* Marcella Obregon Miguel Esteves	(17) (17) (17)

^{*}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., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Richard Aguilar Evony Reyes Zachary Varela Lexi Cid	(17) (16) (17) (17)
Rios	Metztli Mercado-Garcia Danniela Chavez Vacant Vacant	(17) (17) () ()
Rounds	Gabriel Perez Jennisa Casillas Laurence Ordaz Vacant	(16) (17) (16) ()
Sarno	Anissa Rodriguez Vacant Vacant Alyssa Madrid	(16) () () (16)
Trujillo	Paul Legarreta Victoria Nunez Richard Uribe Vacant	(17) (16) (16) ()