

### **AGENDA**

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

> July 14, 2016 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

Richard J. Moore, Mayor William K. Rounds, Mayor Pro Tem Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, 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.

## City of Santa Fe Springs

Regular Meetings

July 14, 2016

#### 1. CALL TO ORDER

#### 2. ROLL CALL

Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, Councilmember William K. Rounds, Mayor Pro Tem Richard J. Moore, Mayor

#### HOUSING SUCCESSOR

3. Minutes of the June 9, 2016 of the Housing Successor Agency.

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

#### **SUCCESSOR AGENCY**

4. Minutes of the June 9, 2016 of the Successor Agency.

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

#### **CITY COUNCIL**

#### 5. CITY MANAGER REPORT

#### 6. CONSENT AGENDA

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

#### **Approval Minutes**

A. Minutes of the June 9, 2016 Regular City Council Meeting

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

#### **PUBLIC HEARING**

7. Resolution No. 9517 – Levy Annual Assessments for Lighting District No. 1 (FY 2016-17)

Recommendation: That the City Council:

- Conduct a Public Hearing and adopt Resolution No. 9517 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2016/17.

#### **PUBLIC HEARING**

8. Resolution No. 9518-Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2016-17

**Recommendation:** That the City Council:

 Conduct a Public Hearing and adopt Resolution No. 9518 confirming the diagram and assessment, and providing for annual assessment levy; and Regular Meetings

 Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2016/17.

#### **NEW BUSINESS**

9. <u>Fire-Rescue Department Vehicle Repair and Maintenance Services Agreement Between</u> the Cities of Compton and Santa Fe Springs

**Recommendation:** That the City Council:

- Approve the Agreement between the Cities of Compton and Santa Fe Springs for the continued Vehicle Repair and Maintenance Services for Fire Department Apparatus for Fiscal Year 2016-17.
- **10.** Lease Agreement with Newport Diversified, Inc. Amendment No. 1

**Recommendation:** That the City Council:

- Authorize Amendment No. 1 of the Lease Agreement with Newport Diversified, Inc. for the parking lot area located on Freeway Drive north of Alondra Boulevard; and
- Authorize the Mayor to execute Amendment No. 1.
- 11. Approval of Parcel Map No. 73880-131123 Rosecrans Avenue

**Recommendation:** That the City Council:

- Approve Parcel Map No. 73880;
- Find that Parcel Map No. 73880 together with the provisions for its design and improvement, is consistent with the City's General Plans; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 73880.
- 12. Waste and Recycling Program Management Services Award of Contract

Recommendation: That the City Council:

- Accept the Proposals; and
- Award a contract to Muni Environmental, LLC, Long Beach, California, in the amount of \$35,500.00 per year; and
- Authorize the Mayor to execute a contract with Muni Environmental, LLC.
- 13. <u>Authorization to Renew Café Libro Concession Agreement with Tierra Mia Coffee Company</u>

**Recommendation:** That the City Council:

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

## City of Santa Fe Springs

Regular Meetings

July 14, 2016

14. Resolution No. 9519 – Opposing the Los Angeles County Metropolitan Transportation Authority (METRO) Expenditure Plan for the 2016 Proposed Ballot Measure

**Recommendation:** That the City Council:

 Adopt Resolution No. 9519 opposing the Los Angeles County Metropolitan Transportation Authority Expenditure Plan for the 2016 Proposed Ballot Measure.

Please note: Item Nos. 15 – 25, will commence in the 7:00 p.m. hour.

- 15. INVOCATION
- 16. PLEDGE OF ALLEGIANCE
- 17. INTRODUCTIONS
  - Representatives from the Chamber of Commerce
- 18. ANNOUNCEMENTS
- 19. PRESENTATIONS
  - a. Presentation Introduction of new Accounting Manager
  - APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
- 20. <u>Designation of Voting Delegate/Alternate for the League of California Cities Annual Conference October 5-7, 2016, Long Beach</u>
- 21. Committee Re-Appointments
- 22. Committee Appointments
- 23. 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.

- 24. | EXECUTIVE TEAM REPORTS
- 25. 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.

Janet Martinez, CMC

City Clerk

July 8, 2016

Date

## FOR ITEM NO. 3 PLEASE SEE ITEM NO. 6A

# FOR ITEM NO. 4 PLEASE SEE ITEM NO. 6A



## MINUTES OF THE MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR AGENCY AND CITY COUNCIL

June 9, 2016

1. CALL TO ORDER

Mayor Moore called the meetings to order at 6:00 p.m.

2. ROLL CALL

**Members present:** Councilmembers/Directors: Sarno, Trujillo, Zamora, Mayor Pro Tem/Vice Chair Rounds and Mayor/Chairman Moore

Members absent: None

#### **HOUSING SUCCESSOR**

3. Minutes of the May 12, 2016 of the Housing Successor Agency.

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

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Zamora, to approve the minutes of May 12, 2016 of the Housing Successor Agency by the following vote:

Ayes:

S

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

#### SUCCESSOR AGENCY

**4.** Minutes of the May 12, 2016 of the Successor Agency.

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

It was moved by Councilmember Trujillo, seconded by Councilmember Zamora, to approve the minutes of May 12, 2016 of the Successor Agency by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rounds, Moore

Naves:

None

#### CITY COUNCIL

#### 5. CITY MANAGER REPORT

City Manager Thaddeus McCormack announced that the City is currently preparing for Relay for Life. He also spoke about a Relay for Life meeting scheduled for the upcoming Tuesday, and asked Council if anyone was interested in attending to represent the City. Council Member Sarno nominated Council Member Trujillo, seconded by Council Member Zamora to represent the City in the meeting with Relay for Life.

Mr. McCormack also spoke about the upcoming Chamber of Commerce workshop that will be coming soon, and asked Council if they were interested in attending to notify Priscilla Moreno, Administrative Clerk.

Last, he spoke about the Goodman Birtcher project and noted that they are close to completing the project, buildings are being demolished and tanks will be coming down tomorrow. He also confirmed the demolishment date with Chief Crook. He noted the Fire Department will be observing the project.

#### 6. CONSENT AGENDA

#### **Approval Minutes**

A. Minutes of the May 12, 2016 Regular City Council Meeting

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

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to approve the minutes of May 12, 2016 by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

#### ORDINANCE FOR ADOPTION

7. Ordinance No. 1071 – An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 02-2016) by and between the City of Santa Fe Springs and Le Fiell Manufacturing Company.

**Recommendation:** That the City Council:

 Waive further reading and adopt Ordinance No. 1071, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 02-2016) by and between the City of Santa Fe Springs and Le Fiell Manufacturing Company.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Rounds to waive further reading, and adopt Ordinance No. 1071, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 02-2016) by and between the City of Santa Fe Springs and Le Fiell Manufacturing Company, read by City Attorney Steve Skolnik adopted by the following vote:

Aves:

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

8. Ordinance No. 1073 – An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 03-2016) by and between the City of Santa Fe Springs and Newport Diversified, Inc.

**Recommendation:** That the City Council:

 Waive further reading and adopt Ordinance No. 1073, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 03-2016) by and between the City of Santa Fe Springs and Newport Diversified, Inc. It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Trujillo, to waive further reading, read by title only by City Attorney Steve Skolnik, and adopted Ordinance No. 1073, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 03-2016) by and between the City of Santa Fe Springs and Newport Diversified, Inc., by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

9. Ordinance No. 1074 – Zone Change Case No. 136

Recommendation: That the City Council:

 Waive further reading and adopt Ordinance No. 1074 which implements Zone Change Case No. 136, a request for approval to change the zoning designation on 2.00 acres (Net) of a 3.94-acre (Net) property, from C-4, Community Commercial to M-2, Heavy Manufacturing, on the property at 13210 Telegraph Road (APN: 8011-013-017), at the southeast corner of Painter Avenue and Telegraph Road.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Sarno to waive further reading, read by title only by City Attorney Steve Skolnik and adopt Ordinance No. 1074 which implements Zone Change Case No. 136, a request for approval to change the zoning designation on 2.00 acres (Net) of a 3.94-acre (Net) property, from C-4, Community Commercial to M-2, Heavy Manufacturing, on the property at 13210 Telegraph Road (APN: 8011-013-017), at the southeast corner of Painter Avenue and Telegraph Road., by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

#### **NEW BUSINESS**

**10.** Extend the Care Ambulance Transport and Billing Services Agreement through December 31, 2016

Recommendation: That the City Council:

 Extend the Care Ambulance Transport Agreement through December 31, 2016 or when the Los Angeles County Department of Health Services terminates their agreement with Care Ambulance Service, Inc., whichever comes first.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Sarno, to extend the Care Ambulance Transport Agreement through December 31, 2016 or when the Los Angeles County Department of Health Services terminates their agreement with Care Ambulance Service, Inc., by the following vote:

Aves:

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

#### 11. Aquatic Center Pool Deck Resurfacing – Final Payment

Recommendation: That the City Council:

• Approve the Final Payment (less 5% Retention) to Sundek of Anaheim, California in the amount of \$54,630.70 for the subject project.

It was moved by Councilmember Sarno, seconded by Councilmember Trujillo, approve the Final Payment (less 5% Retention) to Sundek of Anaheim, California in the amount of \$54,630.70 for the subject project, by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

## **12.** Facility Use Agreement for Athletic Fields with Norwalk/Santa Fe Springs Saints Youth Football & Cheer

**Recommendation:** That the City Council:

Approve the Facility Use Agreement for Athletic Fields between the City
of Santa Fe Springs and Norwalk/Santa Fe Springs Saints Youth
Football & Cheer for the right to use the Little Lake Park for a period of
time, commencing July 10, 2016, through November 30, 2016, and July
10, 2017, through November 30, 2017.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Trujillo, to approve the Facility Use Agreement for Athletic Fields between the City of Santa Fe Springs and Norwalk/Santa Fe Springs Saints Youth Football & Cheer for the right to use the Little Lake Park for a period of time, commencing July 10, 2016, through November 30, 2016, and July 10, 2017, through November 30, 2017, by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rounds, Moore

Nayes:

None

#### 13. City Investments Update from PFM Asset Management LLC

**Recommendation:** That the City Council:

Receive and file this report.

Sarah Meacham from PFM Asset Management provided a brief overview of the Investment Policy.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo to receive and file this report, by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rounds, Moore

Naves:

None

Thaddeus McCormack, City Manager requested Council to move up one announcement, the update from the Rio Hondo College to take place prior to close session. There was a consensus amongst Council to move item.

Superintendent/President, Teresa Dreyfuss provided an update on Rio Hondo College.

#### Mayor Moore recessed to closed session at 6:31 p.m.

#### **CLOSED SESSION**

#### 14. CONFERENCES WITH LABOR NEGOTIATORS

(Section 54957.6)

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

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

#### **CLOSED SESSION**

#### 15. CONFERENCES WITH LABOR NEGOTIATORS

(Section 54957.6)

**Agency Designated Representatives:** City Manager, City Attorney, Labor Negotiator **Employee Organization:** Santa Fe Springs Executive, Management and Confidential Employees' Association

Please note: Item Nos. 16 – 24, will commence in the 7:00 p.m. hour.

#### Mayor Moore reconvened the meeting at 7:17 p.m.

Steven N. Skolnik, City Attorney reported there was no action taken for closed session items 14 and 15.

#### 16. INVOCATION

Invocation was led by Council MemberTrujillo.

#### 17. PLEDGE OF ALLEGIANCE

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

#### 18. INTRODUCTIONS

 Representatives from the Chamber of Commerce were introduced: Susan Crowell from Health First Medical Group and Sharon Wu from Roquemore, Pringle & Moore. Debbie Baker, Simpson Advertising and Richard Martinez and George Buchannan from Little Lake City School District.

#### 19. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Independence Day, Sunday, July 3<sup>rd</sup> from 3pm to 9pm at Los Nietos Park.
- Library Summer Reading program scheduled from June 6 to August 6th.
- Concerts in the Park-free concert at Heritage Park on Friday, July 15th from 6:30

p.m. to 8:30 p.m.

#### 20. PRESENTATIONS

- a. Recognition of Battle of the Books Event Winners
- Recognition of SFS Art Fest 2016 Sponsors and Winners of the "Spring Into Action" Bookmark Contest
- c. Presentation to the 2016 Teachers of the Year
- d. Presentation to St. Paul High School Girls Varsity Basketball Team

#### 21. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Council Member Zamora appointed Elena Lopez Armandariz to the Senior Citizen Advisory Committee.

Council Member Trujillo appointed Shawn Rojas to the Youth leadership Committee.

#### 22. ORAL COMMUNICATIONS

No speakers.

#### 23. EXECUTIVE TEAM REPORTS

- Noe Negrete, Public Works Director spoke about the Aquatic Center Deck Repair project; CalTrans one lane reduction on Florence; Santa Fe High School transportation, working on bus routes and bus stops.
- Wayne Morrell, Director of Planning reported that Party City in the Gateway Plaza is now opened. He also spoke about the new 50 units townhomes and the new businesses in Santa Fe Springs such as Homestyle Donuts and New York Bagels.
- Dino Torres, Director of Police Services, spoke about the Every 15 Minutes program that took place on May 19, 2016 at St. Paul High School; Special Olympics Torch program; Partnering with the Fire Department and Whittier Police Department to have a plan for 4<sup>th</sup> of July.
- Mike Crook, Fire Chief, provided an update on the Jun 2, 2016 sidewalk CPR program.
- Jose Gomez, Assistant City Manager/Finance Director, reported that the Finance Department is close to having the Finance System ready to go out to bid, working close with the council committee to finalize it. Working to have the bid ready by late summer.
- Joyce Ryan, Director of Library Services, reported that Los Nietos School gathered for an awards ceremony; Child Care Center Ceremony at Santa Fe Springs park on June 10<sup>th</sup>; Summer movie nights begins June 10<sup>th</sup> at the Clarke Estate; Santa Fe Springs Aquatic Center opens this summer.

The following comments were made by the City Council:

- Council Member Sarno thanked staff for working on the budget.
- Council Member Trujillo thanked staff as well for working on the budget; spoke about Channel 5 recognizing the Fire Department on Calabasas Fire.
- Mayor Pro Tem Rounds thanked staff as well for working on the budget
- Council Member Zamora thanked staff as well for working on the budget; thanked staff and volunteers for their help on the programs and committees; spoke about Memorial weekend and recognized those that sacrificed their lives; wished

Minu	tes of the June 9, 2016 Successor Age	ncy and City Council Meetings	
	everyone Happy Father's Day to all.  Mayor Moore thanked everyone for working on the budget.  ADJOURNMENT  Mayor Moore adjourned the Regular Meetings at 8:21 p.m. in memory of Helen Chavez, former wife of Cesar Chavez.		
24.			
	ATTEST:	Richard J. Moore Mayor	
	Janet Martinez, CMC City Clerk	Date	

## City of Santa Fe Springs

City Council Meeting

July 14, 2016

#### PUBLIC HEARING

Resolution No. 9517 – Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2016/17)

#### RECOMMENDATION

That the City Council take the following actions:

- 1. Conduct a Public Hearing and adopt Resolution No. 9517 confirming the diagram and assessment, and providing for annual assessment levy; and
- 2. Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2016/17.

#### BACKGROUND

At the Council meeting of June 23, 2016, the City Council adopted Resolution No. 9515 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9515 also set the Public Hearing for 6:00 p.m. on July 14, 2016, and a notice was published in the Whittier Daily News.

The net assessment to be distributed over the Lighting District for fiscal year 2016/17 is \$193,195. This sum shall be assessed according to the benefits received by properties located within Lighting District No. 1. The methodology for distribution of assessments and the assessment rates over the Lighting District comply with the requirements of State Proposition 218.

#### FISCAL IMPACT

By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs.

#### **INFRASTRUCTURE IMPACT**

The Lighting District provides for increased safety on the roadway, greater visibility for pedestrians and motorists at night and enhanced security, to name a few benefits.

Thaddeus McCormack

City Manager

Attachments:

1. Resolution No. 9517

2. Lighting District No. 1 Boundary Map

Report Submitted By:

Noe Negrete, Director

Public Works

Date of Report: July 7, 2016

ITEM NO. 7

#### **RESOLUTION NO. 9517**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

WHEREAS, the City Council has initiated for the annual levy of the assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

#### CITY OF SANTA FE SPRINGS LIGHTING DISTRICT No. 1

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto, this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

**WHEREAS**, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

<u>Section 1:</u> That the above recitals are true and correct.

<u>Section 2:</u> That upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

<u>Section 3:</u> That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

- <u>Section 4:</u> That the diagram and assessment as set forth and contained in said Engineer's Report are hereby confirmed and adopted by this City Council.
- Section 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.
- <u>Section 6:</u> That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report," pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.
- Section 7: That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.
- Section 8: That the City Treasurer has previously established a special fund known as the

#### CITY OF SANTA FE SPRINGS LIGHTING DISTRICT No. 1

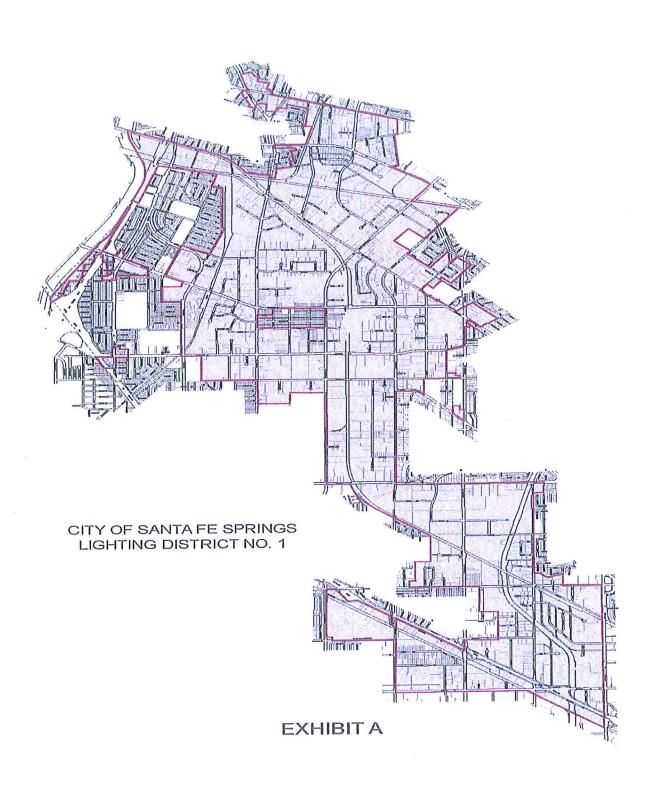
into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

- Section 9: That the City Clerk is hereby ordered and directed to file a certified copy of this Resolution upon its adoption.
- <u>Section 10:</u> That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

<b>APPROVED and ADOPTED</b> by the at a regular meeting thereof this 14 <sup>th</sup> day of	e City Council of the City of Santa Fe Springs July 2016, by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	CITY OF SANTA FE SPRINGS
ATTEST:	By: Richard J. Moore, Mayor
Janet Martinez, CMC, City Clerk	



## EXHIBIT A - DISTRICT ASSESSMENT DIAGRAM



## City of Santa Fe Springs

City Council Meeting

July 14, 2016

#### **PUBLIC HEARING**

Resolution No. 9518 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2016/17

#### RECOMMENDATION

That the City Council take the following actions:

- 1. Conduct a Public Hearing and adopt Resolution No. 9518 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2016/17.

#### **BACKGROUND**

On June 23, 2016, the City Council adopted Resolution No. 9513 declaring its intention to levy an assessment for street maintenance and repair of the streets located within the Heritage Springs Assessment District No. 2001-1. Resolution No. 9513 also set the Public Hearing for 6:00 p.m. on July 14, 2016, and a notice was published in the Whittier Daily News.

The net assessment to be distributed over the district for Fiscal Year 2016/17 is \$38,181. This sum shall be assessed according to the benefits received by properties located within the Heritage Springs Assessment District No. 2001-1. The methodology for distributing the assessments over the district complies with the requirements of State Proposition 218.

#### FISCAL IMPACT

The District has a positive financial impact on the City because a benefit assessment district is utilized to fund street maintenance costs that are attributable to the particular development, Heritage Springs.

#### INFRASTRUCTURE IMPACT

The infrastructure for this development has been constructed and maintained on a regular schedule.

Thaddeus McCormack

City Manager

#### Attachments:

- 1. Resolution No. 9518
- 2. Boundary Map

Report Submitted By:

Noe Negrete, Director

Public Works

Date of Report: July 7, 2016

ITEM NO. 8

#### **RESOLUTION NO. 9518**

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
DIRECTING THE LEVY OF ANNUAL ASSESSMENTS
IN THE CITY OF SANTA FE SPRINGS
HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1
FOR FISCAL YEAR 2016/2017

CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1
(Hawkins Street and Palm Drive)

**RESOLVED,** by the City Council (the "Council") of the City of Santa Fe Springs, County of Los Angeles, State of California, that:

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the "Act") and Resolution Ordering the Assessment District Formation No. 6642, adopted June 28, 2001 (the "Resolution of Formation"), to form the Heritage Springs Assessment District 2001-1 (the "Assessment District"), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; and

WHEREAS, pursuant to Section 10100.8 of the Act and the Resolution of Intention, this Council is authorized to levy annual assessments (the "Assessments") for maintenance, repair or improvement, including all expenses required for resurfacing and repair to public streets (the "Maintenance") in and adjacent to the Assessment District to keep such acquisitions and improvements in fit operating condition which are ordinarily incurred no more frequently than every five years, of the acquisitions and improvements for the Assessment District; and

WHEREAS, under the Act, this Council and for the annual levy of the Assessments, on June 23, 2016, has adopted Resolution No. 9513, a Resolution of the City Council of the City of Santa Fe Springs of Intention to Levy Annual Assessments for the City of Santa Fe Springs Heritage Springs Assessment District 2001-1 for Fiscal Year 2016/2017 (the "Intention Resolution") and approved the Engineer's Report (the "Engineer's Report") prepared pursuant to the Act for purposes of the levy of assessments for Fiscal Year 2016/2017; and

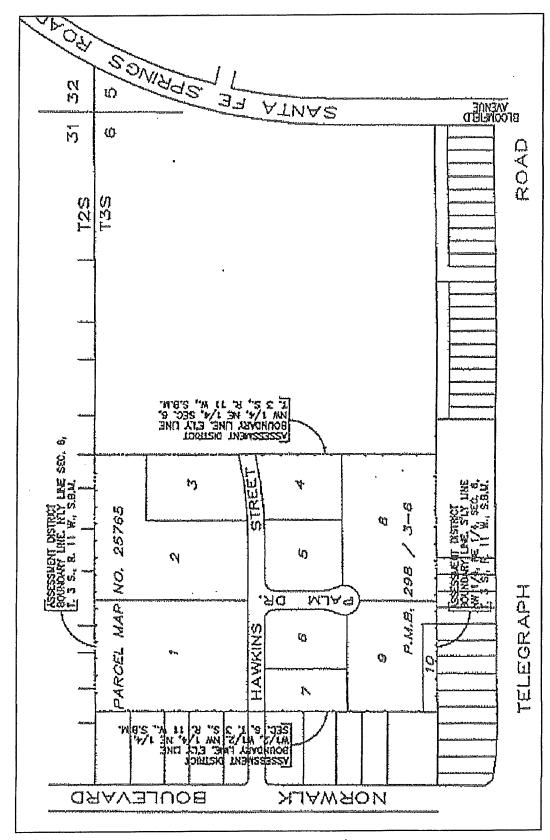
WHEREAS, as specified in the Intention Resolution, and upon notice as required by the Act, this Council held a public hearing on the issue of the levy of the assessments for the Next Fiscal Year, and all persons desiring to be heard were given an opportunity to be heard, and all objections to the assessment were considered by this Council.

#### NOW, THEREFORE, IT IS ORDERED as follows:

- 1. Objections Overruled. The objections and protests against the annual levy of assessments for the Assessment District, as a whole or as to any part thereof, or against the estimate of costs and the assessments, in whole or in part, written and oral, are hereby overruled.
- 2. Public Interest. The public interest, convenience and necessity require the levy of annual assessments for the Assessment District.
- 3. District Described. The District specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagram thereof filed in the offices of the City Clerk, which map is made a part hereof by reference thereto.
- 4. Engineer's Report Approved. The Engineer's Report, in the form on file with the City Clerk and to which reference is hereby made for further particulars, including the estimates of costs and expenses, the apportionment of assessments and the assessment diagram contained in the Engineer's Report, was adopted on June 23, 2016 by Resolution No. 9512 shall stand as the Engineer's Report for FY 2016/2017.
- 5. Benefits Determined. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, this Board expressly finds and determines that each of the several subdivisions of land in the Assessment District will be specially benefited.
- 6. Collection of Assessments. The assessments herein confirmed shall be collected in the same manner and upon the same roll as general taxes of the County of Los Angeles are collected. The Director of Finance and Administrative Services or other authorized official of the City is hereby authorized and directed to cause such collections to be made for the Next Fiscal Year.
  - 7. Effective. This resolution shall take effect from and after its adoption.

<b>PASSED and ADOPTED</b> by the City Council of the City of Santa Fe Springs at a regular meeting thereof this <u>14<sup>th</sup></u> day of <u>July 2016</u> , by the following vote:			
AYES:			
NOES:			
ABSENT:			
ABSTAIN:	CITY OF SANTA FE SPRINGS		
ATTEST:	By:Richard J. Moore, Mayor		
Janet Martinez, CMC, City Clerk			

BOUNDARY MAP HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





## City of Santa Fe Springs

City Council Meeting

June 23, 2016

#### **NEW BUSINESS**

<u>Fire-Rescue Department Vehicle Repair and Maintenance Services Agreement Between the Cities of Compton and Santa Fe Springs</u>

#### RECOMMENDATION

That the City Council approve the agreement between Cities of Compton and Santa Fe Springs for the continued Vehicle Repair and Maintenance Services for Fire Department Apparatus for Fiscal Year 2016-17.

#### BACKGROUND

In February of 2010, the City of Compton and City of Santa Fe Springs signed an agreement for the City of Santa Fe Springs Department of Fire-Rescue to provide maintenance and repair services for the City of Compton's fire apparatus.

We have been successful in maintaining Compton's fleet of twelve (12) apparatus while having no negative impact to the services to our own fleet. We also continue to provide apparatus maintenance for the Rio Hondo Fire Academy.

The basic services we provide to the City of Compton include quarterly routine maintenance and extraordinary maintenance and repairs, performed on an as needed basis.

There have been no changes proposed to the attached agreement for FY 2015-16. The agreement continues to contain a termination clause in which the agreement can be terminated by either party following a ninety (90) day notice in writing.

#### FISCAL IMPACT

It is estimated that \$29,400 in revenue may be realized in FY 2016-17. This revenue is reflected in the regular salaries for Fire-Rescue's mechanics in the Activity for Contract Fire Apparatus Maintenance.

Thaddeus McCormack

City Manager

<u>Attachment</u>

FY 2015-16

City of Compton Maintenance Agreement

Exhibit A Exhibit B

Report Submitted By: Michael Crook, Fire Chief

Department of Fire-Rescue

Date of Report: July 7, 2016

ITEM NO. 9

# INTERLOCAL AGREEMENT BETWEEN CITY OF SANTA FE SPRINGS AND THE CITY OF COMPTON FOR FIRE DEPARTMENT VEHICLE REPAIR AND MAINTENANCE SERVICES

#### Fiscal Year 2016/2017

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Santa Fe Springs and City of Compton agree as follows:

#### I. Purpose/Objective

The purpose of this Agreement is to allow the City of Santa Fe Springs Department of Fire-Rescue to provide maintenance and repair services to the City of Compton Fire Department for Apparatus owned and operated by the Compton Fire Department (CFD). CFD does not have sufficient resources to provide such services and desires to have such services performed as set forth below. Santa Fe Springs Fire-Rescue (SFSFR) currently maintains appropriate facilities and sufficient personnel to perform necessary maintenance and repair services, and agrees to extend this service to CFD under the terms and conditions specific to this Agreement.

#### II. <u>Definitions</u>

In this Agreement, the following shall have the meanings set forth below:

**Annual Inspection:** A yearly inspection conducted at the SFSFR maintenance facility that includes items listed on the "Apparatus/Fire Engines Annual Inspection" form as set forth on the attached Exhibit "A" as set forth herein or updated in accordance with is Agreement.

**Apparatus:** Fire Department owned vehicle used for the purpose of responding to fire or medical emergencies.

Fire Ground Equipment: Mechanical and electrical tools assigned to Apparatus.

Fluids: Motor oil, antifreeze, transmission fluid, brake fluid, gear oils, grease and washer fluids.

Front Line Apparatus: The primary designated staffed vehicle first in line to respond.

**Quarterly Inspection:** A quarterly inspection conducted at the SFSFR maintenance facility that includes items listed on the form as set forth on the attached Exhibit "A" as set forth herein or updated in accordance with this Agreement.

#### III. Scope of Agreement/Work

#### A. Responsibilities of Santa Fe Springs Fire Rescue (SFSFR) shall be as follows:

- 1. SFSFR Maintenance Responsibilities. SFSFR shall be responsible for routine maintenance of the Apparatus and Fire Ground Equipment covered under the terms of this Agreement.
- 2. SFSFR Repair Responsibilities. Modifications and repairs shall be scheduled and performed on a priority basis by SFSFR or its chosen service provider. Repairs and modifications will be charged at the hourly shop rate established herein, in addition to any other applicable charges authorized in this Agreement.

- Work performed by Outside Service Providers: SFSFR will provide notice to CFD prior to work being performed by other service providers.
- 4. Maintenance and Repair Limitations. SFSFR agrees to attempt to complete all maintenance and repair requests within the time CFD requests or has scheduled with SFSFR. CFD is aware that there may be times when SFSFR cannot meet the desire timeline. SFSFR will make every attempt to maintain or repair all Front Line Apparatus as scheduled.
- 5. Equipment covered. The equipment SFSFR agrees to maintain for CFD is set forth in the chart outlined in Exhibit "B", attached hereto. The Fire Chief of SFSFR and Fire Chief of CFD are authorized to amend the covered equipment as necessary, so long as both parties agree to the changes and attach to this Agreement an updated copy of the equipment covered. Any Apparatus covered assumes that it also includes Fire Ground Equipment supporting such Apparatus.
- **6. Hours of Work.** SFSFR's Fleet Service's normal working hours are from 7:30 a.m. to 5:30 p.m., Monday through Friday except holidays.
- 7. Documentation and Safety Concerns. SFSFR shall supply to CFD all records of work performed at the time of billing. If CFD does not authorize additional repairs that SFSFR recommends, SFSFR shall state so on the repair documentation. Items discovered that are safety concerns shall be documented (as above) and notification provided to CFD. If the level of safety concern meets National Fire Protection Association's (NFPA) criteria as determined by SFSFR, SFSFR may make a recommendation directly to CFD's Fire Chief and SFSFR will seek direction to proceed with the recommended repair(s) or maintenance. SFSFR makes no representation that it will discover any safety issues or defect, actual or potential.
- 8. Pick-up and Delivery of Apparatus. This may be a joint effort between CFD and SFSFR with CFD as the party ultimately responsible for pick-up and delivery. CFD remains responsible for any costs associated with pick-up and delivery.

#### B. Responsibilities of Compton Fire Department (CFD) shall be as follows:

- 1. Notification of Repair and/or Maintenance: CFD agrees to notify SFSFR via the SFSFR designated email address when Apparatus is in need of repair/and or maintenance. CFD agrees that it is their intent to maintain the Apparatus to NFPA 1911 Standard for the inspection and maintenance of in-service automotive fire apparatus and, as such, hereby agrees to participate in the SFSFR preventative maintenance program as outlined in attached Exhibit "A". If SFSFR determines that the Apparatus is not being maintained to this standard, SFSFR may notify the Fire Chief of CFD.
- 2. Authorized Representative: CFD agrees to provide the name and telephone number of a CFD authorizing representative who can, in a timely manner, provide any necessary direction to SFSFR to approve additional repairs, if SFSFR determines such repairs are recommended or required.
- 3. Response to Safety Concerns: If SFSFR has occasion to notify CFD the level of safety concern meets NFPA's criteria as determined by SFSFR, the Fire Chief of CFD is responsible for a timely response to SFSFR's recommendation.
- 4. Pick-up and Delivery of Apparatus: SFSFR and CFD shall coordinate all pick-up and delivery of apparatus with CFD as the party ultimately responsible for pick-up and delivery. CFD is responsible for any costs associated with pick-up and delivery.

#### IV. Payment (or Funding/Costs/etc.)

- A. Service and repair charges will be on an hourly basis rounded to the nearest 15 minutes. The FY 2016-2017 shop rate for service is \$92.00 per hour which is inclusive of documentation and reporting of all maintenance work and service work. The shop rate will be reviewed by SFSFR staff in January of each year and the Fire Chief for SFSFR may authorize an increase under this Agreement of up to ten percent (10%) so long as CFD received notification of the increase at least 120 days prior to implementation of the new labor rate. Fees do not include California State sales tax. In addition, CFD agrees to pay SFSFR for all service and parts provided by SFSFR and any costs associated with fluids and pick-up and delivery.
- **B.** Expenses outlined herein shall be paid by CFD in the manner set forth below:
  - Cost of any parts that SFSFR does not have in-stock will be directly billed by the vendor to SFSFR.
  - 2. Service that SFSFR does not provide but that SFSFR authorizes another entity provide will be directly billed by the vendor to SFSFR
  - 3. All labor services provided by SFSFR and the cost of parts SFSFR has in-stock will be directly billed by SFSFR to CFD.
  - 4. Fluids used and replaced will be billed at the normal rates paid by SFSFR as well as fluids accountability requirements and any required disposal charges incurred by SFSFR.
  - Pick-up and delivery charges will be directly paid by CFD to the entity providing such services. For example, if towing is required, CFD will pay the towing company directly.

#### V. Method of Payment

- A. SFSFR will submit a monthly itemized invoice to CFD for all SFSFR in-stock parts, fluid replacement, labor for maintenance and repair services provided by SFSFR and any other services provided under this Agreement.
- **B.** Upon completion of the work set forth in the invoice, CFD will make payment within thirty (30 days) of receipt of an invoice.

#### VI. Amendments/Term Extensions

Either party of this Agreement may request an amendment or term extension. Any amendment shall be negotiated and agreed to by both parties prior to implementation, except labor costs which can be increased by SFSFR as provided in this Agreement. Certain updates are expressly authorized to be made by the SFSFR or CFD Fire Chiefs under this Agreement and, when so authorized, must be made in writing and attached hereto.

Any other amendments to this Agreement shall be made in writing and shall be presented to each party's governing authority for approval prior to implementation.

#### VII. Indemnification

The City of Compton and City of Santa Fe Springs each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extend caused by each entity's respective negligence in performance of its responsibilities under this Agreement. During the term of this agreement the City of Santa Fe Springs shall maintain and show evidence of vehicle physical damage coverage to the City of Compton's vehicles while they are in the care, custody, and control of Santa Fe Springs.

#### VII. Warranty

The City of Santa Fe Springs gives a ninety (90) day warranty on parts and labor.

#### IX. Duration of Agreement

This Agreement shall be effective until June 30, 2017 unless otherwise terminated or extended in the manner described under the pertinent sections of this Agreement.

#### X. Termination of Agreement

Should either party choose to terminate this Agreement, the party desiring to terminate this agreement must provide ninety (90) days advance written notice to the other party, unless otherwise set forth in this Agreement.

#### XI. Joint Board/No Separate Legal Entity Created/Property

No joint board and no separate legal entity is created under this Agreement. Each party shall maintain ownership of its own property.

#### XII. Entire Agreement

This Agreement along with the Exhibits incorporated by reference set forth all terms and conditions agreed upon by SFSFR and CFD, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

#### XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

City of Santa Fe Springs Attention: Fire Chief Re: Interlocal Agreement with CFD 11300 Greenstone Avenue Santa Fe Springs, CA 96070

City of Compton Attention: Fire Chief Re: Interlocal Agreement with SFSFR 201 South Acacia Compton, CA 90220

#### XV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of California as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Los Angles County.

#### XVI. <u>Dispute Resolution</u>

In the event of a dispute between the parties arising by reason of this Agreement, or any obligation hereunder, the dispute shall first be referred to a representative designed by parties to have oversight over the administration of this Agreement. Said representatives shall meet within fourteen (14) calendar days of either party's request for a meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute. In the event that the parties are unable to resolve the dispute under the procedure set forth, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

#### XVII. Effective Date

City Attorney, Steven Skolnik

City of Santa Fe Springs	City of Compton
Mayor, Richard Moore	Interim Fire Chief, Bryan Batiste
Date:	Date:
Approved as to Form:	

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

## 90/180/365 DAY DOT INSPECTION/SERVICE

Inspection Date:  Fire Department:  Hour Meter:  Pump Hours:	Apparatus No Odometer:		
Engine and Cooling Systems  Oil level and condition Oil leaks Coolant level Starter motor cable condition Fuel system plumbing condition Power steering pump and plumbing Alternator mounting brackets Charging system output volts Starter motor operation Fan shroud clearance and condition Air filter element condition All belts condition and adjustment Radiator cap pressure Oil filter  Comments:	Battery cables and clamps Battery fluid level Chassis grounds and connections Fuel System for leaks Power steering fluid level Coolant hose condition and leaks Alternator connections Battery condition and hold downs Fan mounting bolts and adjustment Fan clutch or shutters operation Air intake tubes and hoses Motor mount condition Oil in qts.		

## 90/180/365 DAY DOT INSPECTION/SERVICE

Chassis and Components	
Fluid Levels Lubricate chassis All fluid levels	Front Axle Front spring and shock condition Front wheel bearings and king pins
Steering Steering linkage and tie rods Steering box mounting Steering system plumbing for leaks	Rear Axle Rear spring condition Rear spring torque tubes and shocks Axle flanges for leaks and tightness Frame rails and cross members
Transmission  Auto trans fluid level  Auto trans mounting condition  Auto trans and plumbing for leaks  Auto trans lockup system  Manual trans oil level  Manual trans mounting  Manual trans for leaks	Brakes Brake condition (amount of material) Brake adjustment and operation Air brake valves and tanks Drain air tanks and check air dryer Air brake lines and chambers Air brake test sheet
Fuel  Fuel tank and plumbing for leaks  Fuel tank mounting	Exhaust system Exhaust system and muffler
Tires/Wheels Tire and wheel condition Tire tread depth Tire air pressure	Driveline Driveline U-joints and yokes Driveline carrier bearings Differential oil level and leaks
Comments:	

#### 90/180/365 DAY DOT INSPECTION/SERVICE

Cab and Body	
Cab mounting and tilt mechanism Door mounting and latches Cab seat condition and mounting Steering wheel mounting and alignment Heater and defroster operation Auto transmission shift controls Clutch pedal linkage Windshield wipers and washers Compartment door latches Body compartment condition	Cab frame and sheet metal Cab glass condition Seat belt condition and mounting Horn operation Window operation Manual transmission shift controls Clutch pedal free play Mirror condition and mounting Compartment door and hinge condition Step and perimeter light condition
Comments:	
Cab and Body Electrical	
Headlights and high beams Tail and stop lights Turn signal and hazard operation Auxiliary light operation Rear warning lights Intersection warning lights Siren operation and mounting	Parking and clearance lights Back up lights and alarm Cab spot lights operation Front warning lights Front beacon lights Scene lights
Comments:	

#### 90/180/365 DAY DOT INSPECTION/SERVICE

Road and Operational Test	
Engine Oil pressure Tachometer operation Speedometer operation	Engine Coolant temperature Auto transmission shifting
Comments:	
Pump and Water Tank Inspection	
Pump Manufacturer:	Pump Hours:
Pump transmission oil level and condition Pump panel switches and panel light Pump plumbing Mechanical seals for leaks Water tank mounting and integrity Pump driveline U-joints, yokes and flanges Foam pump strainer or filter	Pump panel tachometer and engine gauges Pump visual inspection Pump packing-adjust if necessary Auto lube level and fluid condition Pump mounting integrity Foam pump inspection
Comments:	

# SANTA FE SPRINGS FIRE-RESCUE/COMPTON FIRE DEPARTMENT MAINTENANCE SERVICES AGREEMENT APPARATUS COVERED

### **Fiscal Year 2016-2017**

#### Exhibit "B"

APPARATUS	YEAR	MAKE	MODEL	LICENSE #	VIN
411	2005	Pierce	Arrow XT	1193778	4P1CA01H96A005674
41	2005	Pierce	Arrow XT	1193775	4P1CA01H86A005732
42	2005	Pierce	Arrow XT	1193776	4P1CA01HX6A005733
43	2005	Pierce	Arrow XT	1193777	4P1CA01H164005734
44	2005	Pierce	Arrow XT	1193773	4P1CA01H26A005757
421	2005	Pierce	Arrow XT	1193774	4P1CA01H46A005758
422	1997	American La France	ALFD 150-21	1195078	4236ESEBGWR915360
423	1995	Saulsbury	84021-95	286463	1591K71PX51020005
424	1987	E-One	Hurricane	499588	1F9DBBA8781037101
428	2005	International	4400SBA	1192392	1HTMCA2R0GH25479

#### **NEW BUSINESS**

Lease Agreement with Newport Diversified, Inc. - Amendment No. 1

#### RECOMMENDATIONS

- That the City Council authorize Amendment No. 1 of the Lease Agreement with Newport Diversified, Inc. for the parking lot area located on Freeway Drive north of Alondra Boulevard; and
- 2. Authorize the Mayor to execute Amendment No. 1.

#### 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 on Freeway Drive north of Alondra Boulevard for Swap Meet parking lot purposes.

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.

At the August 27, 2015 meeting, the City Council authorized restoring the Lease Agreement with Newport Diversified, Inc. to provide Swap Meet parking on Freeway Drive north of Alondra Blvd. and that all provisions of the Lease Agreement remain in force.

Pursuant to restoring the Lease Agreement, Staff has reviewed the original Lease Agreement and determined the need to amend the Agreement to reflect changes resulting from the I-5 freeway expansion project. The proposed Amendment No. 1 primarily addresses responsibilities for maintenance services (parking lot and landscaping) to be provided by the City and by Newport Diversified.

#### FISCAL IMPACT

Amendment No. 1 to the Parking Lot 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 McCormack

City Manager

119111

<u>Attachment</u>

Amendment No. 1 to Lease Agreement

Report Submitted By:

Noe Negrete, Director

Department of Public Works

Date of Report: July 7, 2016

ITEM NO. 10

#### AMENDMENT No. 1

#### LEASE AGREEMENT - PARKING FACILITY

#### BETWEEN CITY OF SANTA FE SPRINGS AND NEWPORT DIVERSIFIED, INC.

WHEREAS, the City of Santa Fe Springs, a body corporate and politic, hereinafter referred to as "Lessor", and Newport Diversified, Inc. (formerly San Diego Theatres, Inc.) hereinafter referred to as "Lessee", did enter into a lease agreement for the parking lot area located on Freeway Drive north of Alondra Boulevard; and

WHEREAS, As a result of the Caltrans Interstate 5 (I-5) freeway expansion project, the area that the Lessor leased to Lessee was not available for use until it was restored and released back to the City by Caltrans; and

WHEREAS, The Lessor approved the restoration of the Lease Agreement at the August 27, 2015 City Council meeting; and

THEREFORE, THE PARTIES DO HEREBY AGREE TO AMENDMENTS TO THE AGREEMENT AS FOLLOWS:

- 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 improved approved fencing, retaining walls, landscaping, paving, lighting (if necessary), and maintenance of the landscaped slope areas along Alondra Boulevard.
- 6. Lessee does hereby agree to maintain such property at 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.

It is agreed that Lessee shall be responsible for performing the following maintenance services:

- (a) Mowing the lawn areas;
- (b) Sweeping the parking lot;
- (c) Trimming the hedges (applying mulch as required).

It is agreed that the Lessor shall be responsible for performing the following maintenance services:

- (a) Operation and maintenance of irrigation system;
- (b) Graffiti removal;
- (c) Tree trimming and replacement as required;
- (d) Maintenance of railing;
- (e) Payment of the water bill;

utilities, except payment of the water bill	, in connection with the utilization of the property.
Date:	LESSOR
	The City of Santa Fe Springs, a public body corporate and politic
	By:
	Mayor
Date:	LESSEE
	Newport Diversified, Inc.
	By:
	Title:

9. It is agreed that Lessee will have the responsibility for the payment of any taxes of any type or nature, including federal and state income taxes, as well as payment of any

#### 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:
  - a. Upon mutual agreement of the parties;
  - b. Upon either party giving to the other party 30 days notice in writing;
  - c. 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	LESSOR
	The City of Santa Fe Springs, a
	public body corporate and politic
•	By: - LA Pred A A Tree Co
•	Title:
Date: December 23,1988	LESSEE
	SAN DIEGO THEATRES, INC.
	By: President

### **NEW BUSINESS**

Approval of Parcel Map No. 73880 – 13101 and 13123 Rosecrans Avenue

#### RECOMMENDATION

That the City Council take the following actions:

- Approve Parcel Map No. 73880;
- 2. Find that Parcel Map No. 73880 together with the provisions for its design and improvement, is consistent with the City's General Plans; and
- 3. Authorize the City Engineer and City Clerk to sign Parcel Map No. 73880.

### BACKGROUND

The Planning Commission, at its regular meeting on January 11, 2016 approved the Tentative Parcel Map No. 73880 consisting of approximately +/-9.68-acre subject site to be subdivided into three (3) separate parcels; 155,530 square feet (Parcel 1), 138,331 square feet (Parcel 2), 127,912 square feet (Parcel 3) for the property located at 13101 and 13123 Rosecrans Avenue (APNs: 8059-030-021 and 8059-030-022), within the BP, Buffer Parking, M-1, Light Manufacturing, and M-2, Heavy Manufacturing Zones.

A Parcel Map is required to subdivide the existing single parcel into three (3) separate parcels; 155,530 square feet (Parcel 1), 138,331 square feet (Parcel 2), 127,912 square feet (Parcel 3). A full-sized copy of the parcel map is available in the office of the City Clerk.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

None.

Thaddeus McCormick

City Manager

Attachment: Location Map

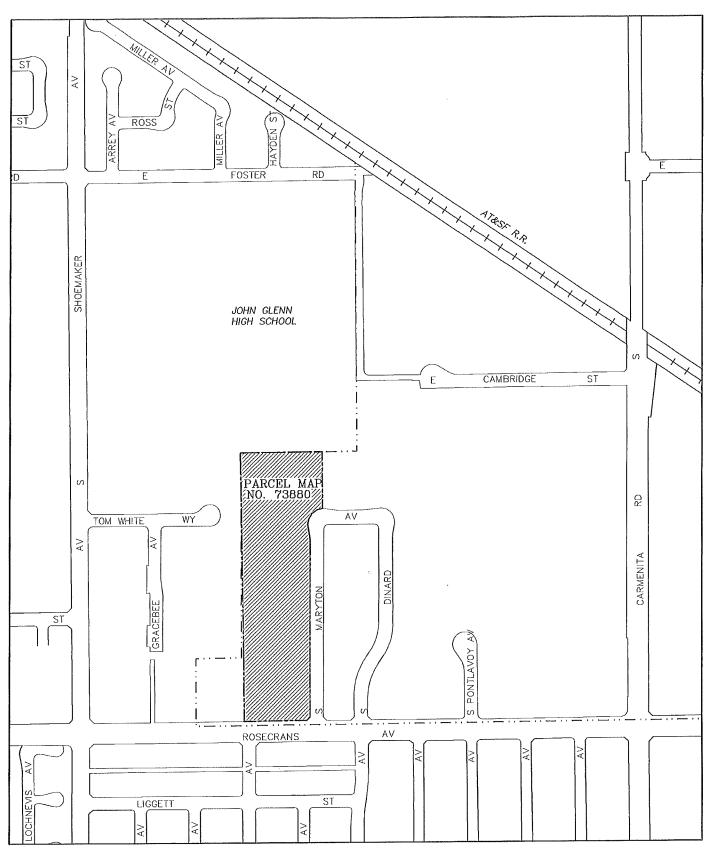
Report Submitted By:

Noe Negrete, Director

Department of Public Works

Date of Report: July 7, 2016

ITEM NO. 11





LOCATION MAP

### **NEW BUSINESS**

Waste and Recycling Program Management Services - Award of Contract

#### RECOMMENDATION

That the City Council take the following actions:

- 1. Accept the Proposals; and
- 2. Award a contract to Muni Environmental, LLC, Long Beach, California, in the amount of \$35,500.00 per year; and
- 3. Authorize the Mayor to execute a contract with Muni Environmental, LLC

#### **BACKGROUND**

In 2011, Governor Brown approved AB 341, Mandatory Commercial Recycling. AB 341 requires all businesses that generate at least four (4) cubic yards of waste per week to implement a commercial recycling program in an effort to reach a goal of 75% recycling by the year 2020.

AB 341 requires local jurisdictions to implement a commercial solid waste recycling program that consists of education, outreach and monitoring of businesses, that is appropriate for that jurisdiction and is designed to divert commercial solid waste from businesses. Each jurisdiction is required to report the progress achieved in implementing its commercial recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its electronic annual report.

In October 2014 Governor Brown signed AB 1826 requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. Organic waste ("organics") means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. This law phases in the mandatory recycling of commercial organics over time. However, the minimum threshold of organic waste generation by businesses decreases over time, which means an increasingly greater proportion of the commercial sector will be required to comply with AB 1826.

Report Submitted By:

Noe Negrete, Director Department of Public Works Date of Report: July 7, 2016

ITEM NO. 12

AB 1826 requires local jurisdictions to implement an organic waste recycling program that consists of education, outreach and monitoring of businesses, that is designed to divert organic waste from businesses. Each jurisdiction is required to report the progress achieved in implementing its organics recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its electronic annual report.

Pursuant to the increased level of activities required to comply with the statutory requirements under AB 341 and AB 1826, the Director of Public Works solicited three (3) proposals from waste and recycling management consulting firms to assist the City with reporting, outreach/education and monitoring.

The City received two (2) proposals from qualified waste and recycling consulting firms, MuniEnvironmental. LLC and KJServices. Both firms provide waste and recycling program management services to other local jurisdictions in our area.

The proposals were evaluated based on several criteria, including qualifications of the firm, key personnel, understanding the City's waste and recycling program management requirements, past experience and proposed fee schedule.

Staff is recommending that the City Council award a three (3) year contract to MuniEnvironmental, LLC in the amount of \$35,500.00 per year. Although the proposed fee was only one of several evaluation criteria, the following are the proposed annual fees from the two (2) consulting firms:

<u>Firm Name</u> MuniEnvironmental, LLC KJServices Proposed Annual Fee \$35,500.00 \$40,000.00

## FISCAL IMPACT

The cost of the Waste and Recycling Program Management Services contract would be paid from the fees collected from the Franchise Waste Haulers.

**INFRASTRUCTURE IMPACT** 

None

Thaddeus McCormack

Executive Director

Attachment:

Professional Services Agreement with MuniEnvironmental, LLC



April 29, 2016

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

### RE: Proposal for Waste & Recycling Program Management Services

MuniEnvironmental, LLC is pleased to provide the following proposal for your review. Pursuant to our meeting with Mr. Al Fuentes on April 10 2015, I have outlined a scope of work and fee estimate for compliance with AB 341 and AB 1826, and the Management of Waste & Recycling Program Services for the City of Santa Fe Springs ("City"). The City's intent is to enter into a Professional Service Agreement for a term of 36 months (3 years).

# **Background**

## **AB 341 Mandatory Commercial Recycling**

In 2011, Governor Brown approved AB 341: Mandatory Commercial Recycling. AB 341 requires all businesses that generate at least 4 cubic yards of waste per week to implement a commercial recycling program in an effort to reach the goal of 75% recycling by the year 2020.

A business (including public entities) that generates four or more cubic yards of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services. Businesses can take one or any combination of the following in order to reuse, recycle, compost or otherwise divert solid waste from disposal:

- Self-haul
- Subscribe to a hauler(s)
- Arrange for the pickup of recyclable materials
- Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation

#### AB 1826 Mandatory Organic Waste Recycling

On September 28, 2014, Governor Brown approved AB 1826: Mandatory Organic Waste Recycling. The aforementioned bill requires businesses to recycle their organic waste beginning April 1, 2016 depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions throughout the state implement an organic waste recycling program to divert organic waste generated by businesses, including multi-family residential dwellings of five or more units and businesses that generate 8 cubic yards or more of organic waste/week.



The law requires businesses and multifamily residential dwellings (consisting of five or more units), to implement its requirements over time; based on the amount and type of waste that is produced on a weekly basis. Full implementation must be realized by 2019. Additionally, the law contains a clause in 2020 that will increase the scope of affected businesses if the waste reduction targets are not met.

## AB 1826 - Implementation Schedule

#### Tier I

- January 1, 2016 Local jurisdictions shall have an organic waste-recycling program in place. Jurisdictions shall: conduct outreach, educate businesses on Recycling Organic Waste in the area, and shall monitor and identify noncompliant businesses in order to inform them of the law and how to achieve compliance.
- April 1, 2016 Businesses that generate eight (8) cubic yards or more of organic waste per week shall arrange for and implement organic waste recycling services.

#### Tier II

- January 1, 2017 Businesses that generate four (4) cubic yards or more of organic waste per week shall arrange for and implement organic waste recycling services.
- August 1, 2017 and Ongoing Municipalities shall provide information about the implementation of their Organic Waste Recycling Program, and shall submit an annual report to CalRecycle.
- Fall 2018 After receipt of the 2016 annual reports (which shall be submitted on August 1, 2017 to CalRecycle), CalRecycle shall conduct its formal review of applicable municipalities that are on a two-year review cycle.

#### Tier III

- January 1, 2019 Businesses that generate four (4) cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.
- Fall 2020 After receipt of the 2019 annual reports (which shall be submitted on August 1, 2020 to CalRecycle), CalRecycle shall conduct its formal review of applicable municipalities.
- Summer/Fall 2021 If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by the required level of 50 percent (50%) during 2014; the organic recycling requirements will expand to cover businesses that generate two cubic yards or more of commercial solid waste per week. Additionally, please note that certain exemptions, previously discussed in this document, may no longer be available if this target is not met.



# Scope of Work

#### 1. Education & Outreach

### 1.1. Commercial Recycling (AB 341)

#### → Outreach Packet for Generators:

- MuniEnvironmental will prepare a **letter** on City of Santa Fe Springs letterhead, informing all generators that meet the CalRecycle criteria for mandatory commercial recycling. The letter will both inform the generators of their requirement to recycle per AB 341.
- A survey will also be included in the packet. The survey will request pertinent information on any commercial recycling programs already in place for each business.
- There will also be a separate letter for generators that do not have a recycling program in place where they have to explain why there is no program.

#### **→** Educational Articles:

- MuniEnvironmental will prepare a bi-annual MCR education article for City Newsletter (Due date TBD).
- MuniEnvironmental will prepare a bi-annual MCR education article for the Chamber of Commerce (Due date TBD).

#### → Website:

- MuniEnvironmental will update the City's website by:
  - Making it user-friendly (easy access to pertinent info), and
  - Will insert links to all Franchise Waste Hauler websites

# 1.2. Organics Recycling (AB 1826)

#### **→** Educational Packet for Generators:

- MuniEnvironmental will prepare a **letter**, on City of Santa Fe Springs letterhead, informing all targeted organic generators that meet the CalRecycle criteria of 8 cubic yards or more of organic waste per week, and those that generate 4 cubic yards or more of organic waste per week. The letter will inform the generators of their requirement to recycle per AB 1826.
- A survey will also be included in the packet. The survey will request pertinent information on any Organic Recycling Programs already in place for each business.
- There will also be a separate letter for generators that do not have an Organics Recycling program in place where they have to explain why there is no program.

#### → Educational Articles:

- MuniEnvironmental will prepare a bi-annual MCR education article for City Newsletter (Due date TBD).
- MuniEnvironmental will prepare a bi-annual MCR education article for the Chamber of Commerce (Due date TBD).

#### → Website:

 MuniEnvironmental will update the City's website with MCOR information link to Franchise Waste Hauler websites



## 2. Monitoring

# 2.1. Commercial Recycling (AB 341)

#### → Data Collection:

- MuniEnvironmental will coordinate with Franchise Waste Haulers to establish a list of commercial accounts that are subject to AB 341.
- MuniEnvironmental will coordinate with Franchise Waste Haulers to establish a list of commercial accounts that are subject to AB 341 and DO NOT have a recycling program in place.

### 2.2. Organics Recycling (AB 1826)

#### → Data Collection:

- MuniEnvironmental will coordinate with Franchise Waste Haulers to establish a list of commercial accounts that fall within the weekly organics waste generation threshold.
- We will collect documentation from each Franchise Waste Hauler regarding any communication to affected commercial accounts.

## 3. Reporting

#### 3.1. Commercial Recycling (AB 341)

### → Waste Hauler Annual Tonnage Reports Format:

• Identify a common report format and communicate to franchise waste haulers

#### → Annual Tonnage Reports:

- Prepare reports:
  - Beginning 2015
  - Source: Commercial Accounts serviced by Franchise
  - Service Reports Included:
    - o C&D Reports
    - o Recycling Reports
  - To be Reviewed by:
    - o CalRecycle (due May 15)

#### 3.2. Organics Recycling (AB 1826)

#### → Waste Hauler Annual Tonnage Reports Format:

■ Integrate organics waste information from Franchise Waste Haulers into reporting format

#### → Annual Tonnage Reports:

- Prepare reports:
  - Beginning 2016
  - Source: Franchise hauler Accounts meeting AB 1826 threshold
  - Service Reports Included:
    - o Organic Waste Collected & Recycled



#### 4. Recommendations

# 4.1. Commercial Recycling (AB 341)

# → Recommendation to City Council:

• MuniEnvironmental will prepare a recommendation to the City Council requiring that business license renewal is dependent upon commercial businesses providing recycling documentation; Thereby requiring non-compliant commercial businesses to provide proper recycling documentation in order to renew their business license.



# **Financial Considerations**

- 1. Hourly Rate = \$ 160
- 2. Estimated time to complete task: 220 hours
- 3. Annual Cost per Task

Task 1 Education & Outreach		\$ 13,000
Task 2 Monitoring		\$ 12,000
Task 3 Reporting		\$ 9,500
Task 4 Recommendation		<u>\$ 1,000</u>
	Total	\$ 35,500

I look forward to discussing this matter with you after you have had a chance to review our services proposal.

Best Regards,

Morgan McCarthy

Senior Consultant/Vice President of Marketing

#### THE CITY OF CITY OF SANTA FE SPRINGS

#### WASTE AND RECYCLING PROGRAM MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into this 14th day of July, 2016, by and between the **City of Santa Fe Springs**, a municipal corporation (the "City"), and **MuniEnvironmental**, **LLC** (the "Contractor").

#### RECITALS

WHEREAS, the City desires to employ the Contractor to provide Waste and Recycling Program Management Services for the City.

WHEREAS, the City has determined that the Contractor is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

## 1. <u>ENGAGEMENT OF CONTRACTOR</u>

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

#### 2. SCOPE OF SERVICES AND FEE SCHEDULE

The Contractor will perform services as set forth in the Proposal and Fee Schedule which are made a part of this Agreement by reference.

The City may unilaterally, or upon request from the Contractor, from time to time reduce or increase the Scope of Services and Fee Schedule Service Areas to be performed by the Contractor under this Agreement. Upon doing so, the City and the Contractor agree to meet in good faith to discuss changes in services and compensation shall be based on the established fee schedule.

### 3. PROJECT COORDINATION AND SUPERVISION

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a Supervisor to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

### 4. COMPENSATION AND PAYMENT

The Contractor shall be compensated a fixed annual fee of \$35,500.00 for services rendered in accordance with the Contractor's Proposal and Fee Schedule which is made a part of this Agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Any extra work performed beyond the work described in the Scope of Services and Fee Schedule shall not be performed without prior authorization from the Contract Administrator or his/her designee.

## 5. TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years and shall commence on the date first set forth above.

## 6. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the Contractor nor the Contractor's employees are employees of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

## 7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

## 8. NON-DISCRIMINATION PROVISIONS

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

## 9. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to defend, indemnify, and hold harmless the City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent or willful acts or omissions occurring in the performance of this Agreement.

#### 10. LIABILITY INSURANCE

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

- (a) Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- (b) Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- (c) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- (d) Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim.

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

#### 11. LEGAL FEES

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action shall be entitled to have and recover from the other party reasonable costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorneys' fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorneys' fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorneys' fees incurred by the prevailing party.

### 12. **MEDIATION/ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

## 13. CANCELLATION OF AGREEMENT

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the

time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

## 17. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; emailed; telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, or email when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the City:

Noe Negrete

Director of Public Works City Of Santa Fe Springs 11710 Telegraph Road

City of Santa Fe Springs, CA 90670-3679

noenegrete@santafesprings.org

To the Contractor:

Morgan McCarthy Senior Consultant MuniEnvironmental

3730 East Broadway, Suite A

Long Beach, CA 90803

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile, fax or email must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

# 19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interest's conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

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

	CONTRACTOR
	Ву:
	CITY OF SANTA FE SPRINGS
	By:MAYOR
ATTEST	
CITY CLERK	
APPROVED AS TO FORM	
CITY ATTORNEY	

# City of Santa Fe Springs



City Council Meeting

July 7, 2016

#### **NEW BUSINESS**

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

#### **RECOMMENDATION**

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

### **BACKGROUND**

The Tierra Mia Coffee Company is currently providing concession services in the Café Libro area of the City Library under a one-year Concession Agreement. The current one-year concession agreement that was approved by City Council on June 26, 2015, contained a \$300.00 per month rental fee. It is recommended that the rental obligation remain at \$300.00 per month. See Section Six of the Café Libro Concession Agreement.

#### FISCAL IMPACT

The fiscal impact will be the continued revenue generated from the collection of rental fees.

#### **INFRASTRUCTURE IMPACT**

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

Thaddeus McCormack

City Manager

Attachment(s)

Café Libro Concession Agreement

Report Submitted By: Joyce Ryan

Department of Community Services

July 14, 2016

ITEM NO. 13

## City of Santa Fe Springs Library Café Libro

## **CONCESSION AGREEMENT**

This Concession Agreement is made and entered into this 1st day of August, 2016, by and between the CITY OF SANTA FE SPRINGS, a body corporate and politic, hereinafter referred to as the "City," and TIERRA MIA COFFEE COMPANY, A CALIFORNIA CORPORATION, hereinafter referred to as the "Concessionaire."

#### WITNESSETH THAT:

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

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

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

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

- 1. The City hereby grants to the Concessionaire the right to the use and operation of a cafe service concession in the Café Libro service area at Library located at 11700 Telegraph Road, Santa Fe Springs, California, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A" attached hereto and by reference incorporated herein as a part hereof.
- 2. The Concessionaire shall have the privilege of operating a cafe and refreshment concession at said café, conditional to compliance by Concessionaire with all rules and regulations of the City concerning the operation thereof and the provisions of this Agreement.
- 3. For the purpose of this Agreement, the "cafe and refreshment concession" shall be deemed to include coffee, pastries, candy, and beverages, and other items expressly approved by the City.
- 4. The Concessionaire agrees that the sale, use of, or possession of beer or other alcoholic beverages during service hours or otherwise on the premises is expressly prohibited.
- 5. The term of this Agreement shall be for a One (1)-year period, August 1, 2016 through July 31, 2017. This Agreement may be renewed if both parties agree to mutually acceptable changes to the terms and conditions of this agreement.

- 6. During the twelve months of this Agreement, effective August 1, 2016, the City will charge the Concessionaire a rental amount of \$300.00 per month.
- 7. The Concessionaire hereby agrees that all items offered for sale by the Concessionaire shall first be approved by the City or its Library Services Division Director or other duly authorized representatives, and that thereafter the Concessionaire shall not alter the price of any item sold without the prior approval of the City or its Library Services Division Director.
- 8. The Concessionaire agrees to keep said concession open during the dates and hours of opening and closing specified by the City and its Library Services Division Director.
- 9. The Concessionaire agrees to pay the cost of a phone line necessary to the operation of the concession.
- 10. The Concessionaire will market and promote the business at its own expense.
- 11. The Concessionaire agrees it will maintain the premises in a neat, clean, and sanitary condition, in accordance with guidelines specified in Exhibit "B" attached hereto and by reference incorporated herein as a party hereof. The Concessionaire further agrees that said premises shall at all times be open to inspection by the proper public authorities and the Library Services Division Director or other duly authorized representatives of the City. The City retains the right to close the concession if the Concessionaire receives less than an "A" rating from the Los Angeles Health Department in its annual inspection or if the City or its Library Services Division Director determines that the Concessionaire has not maintained the premises as stipulated in Exhibit "B."
- 12. The use of profane or indecent language is strictly prohibited, and boisterous, loud, or unsuitable conduct on the part of the Concessionaire, his agents or employees, is likewise strictly prohibited. Any violation of the rules and regulations of the City shall be sufficient cause for termination of this Agreement without compensation or payment of damages to the Concessionaire.
- 13. The Concessionaire agrees to comply with all City and County laws, rules and regulations, laws of the State of California, and laws of the United States of America, insofar as the same or any of them are applicable hereto.
- 14. The Concessionaire agrees that competent persons will be in attendance on the premises at all times, and that one person will at all times be in charge of the concession, and the Library Services Division Director shall be notified of the person in charge of the concession.
- 15. The Concessionaire agrees that it will not, in the operation of said concession, interfere in any way with the general use of the Library or other facilities provided by the City, and the Concessionaire agrees that neither it nor its employees or agents will interfere with the public use and enjoyment of the Library.
- 16. The Concessionaire agrees that it will not permit disorderly persons to loiter about the premises used by him in the operation of this concession.

- 17. The City shall maintain the premises as set forth and described in Exhibit "A."
- 18. The Concessionaire agrees to provide all necessary equipment needed in the operation of said concession not otherwise furnished by the City as set forth and described in Exhibit "A."
- 19. The Concessionaire shall have the right to install a security camera system within the concession area. Prior to installation, the Concessionaire agrees to provide to the City's Police Services Department product specifications, installation requirements, and proposed equipment locations. The City's Police Services Department will review and approve the proposed security camera system, and also any future proposed modifications to the system. The City's Public Works Department will coordinate, schedule and monitor installation of the proposed security camera system, and also the installation of any future modifications to the system.
- 20. The Concessionaire shall be solely responsible for the installation, operation, and maintenance of the security camera system. In case of a power failure, the City will not be held responsible for the operation of the system. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of the installation and operation of the security camera system.
- 21. The Concessionaire acknowledges that it has thoroughly examined the premises to be operated by him under this Agreement, and that he knows the conditions thereof. The Concessionaire further agrees to accept said premises in the condition in which they are upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that the City shall not be required at any time to make any improvements, alterations, changes, repairs, or replacements of any of the structures or facilities to be used by the Concessionaire, except as provided in Exhibit "A." The Concessionaire further agrees that it will not make any changes, additions, or alterations of any kind in the premises used or occupied by him without the written consent of the City or its Library Services Division Director. The Concessionaire further waives any right to require the City to make repairs at the cost of the City, which the Concessionaire might otherwise have under the laws of the State of California, or otherwise, except as provided in Exhibit "A."
- 22. If the premises operated by the Concessionaire shall be so damaged by fire, earthquake, casualty, war, insurrection, riot, or public disorder, or any other cause or happening, as to be substantially destroyed to such an extent that the same cannot be used or operated by the Concessionaire, then this Agreement, at the option of either party, shall immediately cease and terminate. However, at the option of the City, if the premises shall be only partially destroyed, the City may restore the premises to their prior condition, and the Concessionaire shall be obligated to continue operation of the concession upon completion of necessary repairs.
- 23. The Concessionaire shall, at its sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:

- A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used during the performance of this agreement whether or not owned by Concessionaire. The Concessionaire also agrees to name the City as a Certificate Holder on his auto insurance policy during the term of this Agreement.
- B. Comprehensive general liability insurance, naming the City as "Additional Insured" with a certificate naming such forwarded to the City; the policy shall maintain minimum limits of \$2,000,000 general aggregate, and \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement. Maintain a liquor liability policy of \$1,000,000 aggregate and \$500,000 per occurrence. Such insurance shall also protect against claims arising out of allegations of food poisoning and similar claims.
- C. Workers' compensation insurance covering the Concessionaire and all his employees as required by the State of California.

The aforesaid policies shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

Any aggregate insurance limits must apply solely to this Agreement.

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

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

24. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operations of the Concessionaire hereunder, or which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of the Concessionaire, or any of his agents or employees, or any act of omission to act on the part of said Concessionaire, his agents, or employees, including breach of implied warranties of fitness or merchantability or food and beverages sold by the Concessionaire, and including the maintenance by the Concessionaire of any defective or dangerous condition of the premises.

- 25. The Concessionaire agrees to pay all taxes, including sales taxes, excise taxes, personal property taxes, business operations tax certificate, and taxes on the Concessionaire's property or facilities use upon and located upon the premises of the City, and the Concessionaire shall pay any and all taxes which may be levied on the Concessionaire in said real property upon which the concession facilities are located.
- 26. The Concessionaire agrees that no sign or advertising matter of any kind shall be displayed on or near the outside of the building used and occupied by the Concessionaire, unless first approved by the Library Services Division Director.
- 27. The Concessionaire agrees that upon the expiration of the term hereof, it will peaceably vacate the premises occupied by his operations, and deliver up the same to the City in good condition, ordinary wear and tear, damage by disaster and the element excepted.
- 28. The Concessionaire agrees that it will not, without the prior written consent of the City, sublet the premises, or any part thereof, nor assign, hypothecate or mortgage this Agreement.
- 29. This Agreement shall terminate immediately upon the occurrence of any of the following conditions:
  - (a) Upon the death of the Concessionaire's principal owner;
  - (b) Upon the filing of a voluntary petition in bankruptcy by the Concessionaire;
  - (c) Upon any court taking jurisdiction of the Concessionaire and its assets pursuant to proceedings brought under any Federal reorganization act or any receiver of the Concessionaire's assets who may be appointed for said purpose;
  - (d) Upon the Concessionaire's making any general assignment of its assets for the benefit of creditors;
  - (e) Upon the nonperformance by the Concessionaire of any of the covenants, conditions, or agreements herein above contained, and after written notice of the grounds for said termination has been delivered by the City to the Concessionaire.
- 30. In the event the City wishes to terminate this Agreement because of breach of any of the obligations, covenants, conditions, or agreement herein contained, the City will give the Concessionaire 30 days notice to correct the deficiency. If such corrections are not satisfactorily made within 30 days then the City may take possession of the premises at the end of 30 days.
- 31. The parties hereby agree that in the event the Concessionaire shall be prevented from occupying or using the said premises, or shall be prevented from conduction or operating his business or said premises by any final action, order of ruling of Federal or State authorities, then the Concessionaire may, at its option, cancel this agreement by written notice to the City, and said agreement shall become canceled and terminated 30 days after the mailing or delivery thereof.
- 32. Notice desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed

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

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

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

	CITY OF SANTA FE SPRINGS
	By
	CONCESSIONAIRE
	Ву
ATTEST:	
Deputy City Clerk	

# LIBRARY CAFÉ LIBRO CONCESSION TERMS SUMMARY OF CITY RESPONSIBILITIES

## The City will:

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

#### **EXHIBIT "B"**

## SUMMARY OF CONCESSIONAIRE'S RESPONSIBILITIES

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

# City of Santa Fe Springs



July 14, 2016

#### **NEW BUSINESS**

Resolution No. 9519 – Opposing the Los Angeles County Metropolitan Transportation Authority (METRO) Expenditure Plan for the 2016 Proposed Ballot Measure

#### RECOMMENDATION

That the City Council adopt Resolution No. 9519 opposing the Los Angeles County Metropolitan Transportation Authority Expenditure Plan for the 2016 Proposed Ballot Measure.

#### **BACKGROUND**

The Los Angeles County Metropolitan Transportation Authority (Metro) released a draft Expenditure Plan, part of the Los Angeles County Traffic Improvement Plan Ordinance, on March 24, 2016. This initial Expenditure Plan (Plan) listed the I-5 Freeway Expansion Project (north of the I-605 to I-710) for funding and starting construction in the year 2041, over twenty (20) years following the completion of the southern segment.

The I-5 JPA, along with the Gateway Cities Council of Governments (Gateway Cities COG), challenged this Plan, as it provides some funding to southeast Los Angeles County decades after fully funding projects in other subregions, most particularly the City of Los Angeles, which receives 50% of the funds within the first 15 years of the Plan. After several discussions with Metro, highlighting the significant importance of the I-5 Freeway Expansion Project, the project was moved up to the year 2036 in their adopted Plan.

Metro's Expenditure Plan is based on modeling done using Metro Board adopted performance metrics that allowed projects with little or no definition to be modeled in an idealized state against projects with known attributes and benefits. In addition, the performance modeling was stacked heavily in favor of commuter transit while penalizing highway projects.

On June 23, 2016, the Metro Board approved the revised Plan and voted 11 to 2 to place a measure on the November ballot that would raise sales taxes in the County by half a percent in exchange for \$120 billion in transportation projects over the next 40 years. Directors Knabe and Dubois, representing the Gateway Cities and South Bay Cities, opposed the Plan. This ballot measure is similar to the 2008 Measure R version, however it does not have a sunset provision. Therefore, it is a transportation tax that would be placed on a permanent basis Countywide, but will provide little

Report Submitted By: Thaddeus McCormack

City Manager's Office

July 8, 2016

ITEM NO. 14

relief to the transportation issues in southeast LA County and other County areas for the next 40 years. Furthermore, there is one big ticket item in the City of Los Angeles, a \$9.8 billion project in 2015 dollars, that is not defined and has a high risk of cost increase as the project develops. This new project is the second highest ranked project, having jumped ahead of projects far greater defined.

The I-5 Freeway Improvement Project (I-605 to I-710) was categorized by Metro as a "subregional project" regardless of its regional, statewide and national significance. This project runs through the City of Commerce, which is home to some of the most important intermodal facilities for goods movement in the country. In the City of Commerce, the BNSF Hobart facility and the Union Pacific East Los Angeles Intermodal Yard together form the fourth-largest intermodal port in the United States, after the ports of Los Angeles, Long Beach, and New York-New Jersey. Goods that move through these facilities come from all over the world, and are distributed to cities throughout the country. By 2035, the U.S. Department of Transportation projects that demand for rail freight transportation will increase by 88%. However the I-5 freeway does not have the capacity to continue to support this level of trade. Designed to carry 175,000 vehicles a day, this portion of the I-5 freeway, which links Downtown Los Angeles to Orange County and connects to the Ports of Los Angeles and Long Beach, now carries 275,000 vehicles, of which 25,000 are trucks.

Metro's adopted Expenditure Plan and Ordinance fail to take into account the vital economic role this section of the I-5 freeway play for the region, the state, and the nation. Additionally, Metro's refusal to honor the commitment made to the voters in 2008 with Measure R by utilizing subjective performance matrixes and skewed criteria in order to place undefined projects located in the City of Los Angeles ahead of Measure R projects in this region, make it difficult to support.

Another area of significant concern with this ballot measure is that of the 3% local contribution requirement. This requires cities to pay 3% of the cost of major transit projects within their jurisdiction or implement mutually agreed upon active transportation or first/last mile improvements as whole or part of the 3% contribution. If a city fails to pay the 3% contribution or does not implement acceptable improvements, Metro would be allowed to withhold up to 15 years of local return funds from this new transportation measure, which could heavily impact cities in the Gateway Cities region. Santa Fe Springs's anticipated contribution based on Metro's Expenditure Plan is over \$22 Million. The Gateway Cities COG requested that Metro remove this 3% local contribution provision as it places a significant burden on smaller cities, however the final Plan includes this requirement.

Thaddeus McCormack

City Manager

Attachment Resolution No. 9519

#### **RESOLUTION NO. 9519**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS OPPOSING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY EXPENDITURE PLAN FOR THE 2016 PROPOSED BALLOT MEASURE

WHEREAS, the Gateway Cities Council of Governments (COG), along with other COGs in the region participated in the development of a countywide process to accumulate a listing of all subregional transportation projects. This process resulted in the identification of \$275 billion of transportation projects countywide; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) in response to the identified need developed an expenditure plan to address the project capital and operational needs for the County. This expenditure plan will be Metro's template for mobility for the next 40 years. The tax itself will remove the sunset provision from Measure R and continue in perpetuity or until repealed by the electorate; and

WHEREAS, instead of giving the Measure R project initiatives first priority for new tax revenues, assuring that 2<sup>nd</sup> and 3<sup>rd</sup> decade Measure R projects are completed, the MTA initiated a modeling process utilizing performance metrics that places well-defined projects with analysis in competition with new projects with assigned attributes. This modeling exercise has resulted in a reordering or resequencing of projects that benefited new projects from the City of Los Angeles and placed projects from the Gateway Cities COG and other regions behind them; and

**WHEREAS**, the I-5 Freeway Improvement Project (I-605 to I-710) was categorized by Metro as a "subregional" project regardless of its regional, statewide, and national significance; and

WHEREAS, this project runs through the City of Commerce, which is home to some of the most important intermodal facilities for goods movement in the country. Commerce is home to both BNSF Hobart facility and the Union Pacific East Los Angeles Intermodal Yard, which together form the fourth largest intermodal port in the United States; and

**WHEREAS**, Metro's adopted Expenditure Plan and Ordinance fail to take into account the vital economic role this section of the I-5 freeway plays for the region, the state, and the nation.

WHEREAS, multi-modal projects that would benefit cities in the Gateway Cities are being leapfrogged by higher profile projects in more affluent areas, which are also being given priority access to federal funding. That is simply not geographically equitable, nor is it fair to our residents who will be funding these projects for decades before they truly benefit; and

WHEREAS, Metro's potential ballot measure includes a 3% local contribution requirement mandates cities to pay 3% of the cost of major transit projects within their jurisdiction or implement mutually agreed upon active transportation or first/last mile improvements as whole or part of the 3% requirement; and

**WHEREAS**, if a city fails to pay the 3% contribution or does not implement acceptable improvements, Metro would be allowed to withhold up to 15 years of local return funds from this new transportation measure; and

**WHEREAS**, this 3% local contribution requirement, which represents an estimated \$22M for the City of Santa Fe Springs, would heavily impact not only Santa Fe Springs, but the entire Gateway Cities region.

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

<u>Section 1</u>. Oppose the Los Angeles County Metropolitan Transportation Authority Expenditure Plan for the 2016 Proposed Ballot Measure.

<u>Section 2</u>. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Santa Fe Springs and the City Clerk, or her duly appointed assistant, is directed to attest thereto.

APPROVED AND ADOPTED on this 14th day of July, 2016.

AYES: NOES: ABSENT: ABSTAIN:	CITY OF SANTA FE SPRINGS
ATTEST:	By: Richard J. Moore, Mayor
Janet Martinez, CMC, City Clerk	-



July 14, 2016

#### APPOINTMENTS TO BOARDS, COMMISSIONS, COMMITTEES

Appointment of Delegate and Alternate Delegate to the Annual Business Meeting of the League of California Cities

#### RECOMMENDATION:

That the City Council appoint a Delegate and Alternate Delegate for the Annual Business Meeting of the League of California Cities on Friday, October 7, 2016.

#### **BACKGROUND**

The League of California Cities Annual Conference is scheduled for October 5 – October 7, 2016, in Long Beach, California. One very important aspect of the annual conference is the Annual Business Meeting where membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in its efforts to improve the quality, responsiveness, and vitality of local government in California. The Annual Business Meeting will be held on Friday, October 7, 2016, at the Long Beach Convention Center.

The City Council must designate a Delegate and an Alternate Delegate in order to enable the City to vote at the Business Meeting.

Mayor Moore and Council Member Trujillo have indicated their interest in attending the meeting and being appointed as Delegate and Alternate Delegate, respectively.

Thaddeus McCormack

City Manager

Attachment:

League of California Cities Letter

Submitted By: Janet Martinez
City Clerk

Date of Report: July 7, 2016

ITEM NO. 20



1400 K Street, Suite 400 • Sacramento, California 95814 Phone: 916.658.8200 Fax: 916.658.8240 www.cacities.org

### Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach

The League's 2016 Annual Conference is scheduled for October 5-7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- Action by Council Required. Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: <a href="https://www.cacities.org">www.cacities.org</a>. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may not transfer the voting card to another city official.
- Seating Protocol during General Assembly. At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

#### Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

#### **Annual Conference Voting Procedures**

- 1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
- Designating a City Voting Representative. Prior to the Annual Conference, each city
  council may designate a voting delegate and up to two alternates; these individuals are
  identified on the Voting Delegate Form provided to the League Credentials Committee.
- 3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
- 4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
- 5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
- 6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
- 7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY:		

#### 2016 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, <u>September 23, 2016</u>. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate <u>one voting</u> <u>delegate and up to two alternates</u>.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note**: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE	
Name:	
Title:	
2. VOTING DELEGATE - ALTERNATE	3. VOTING DELEGATE - ALTERNATE
Name:	Name:
Title:	Title:
PLEASE ATTACH COUNCIL RESOLUTAND ALTERNATES.  OR	TION DESIGNATING VOTING DELEGATE
ATTEST: I affirm that the information prodesignate the voting delegate and alternate	
	E-mail
Mayor or City Clerk	Phone:
Please complete and return by Friday, Sep	tember 23, 2016

League of California Cities **ATTN: Kayla Gibson** 1400 K Street, 4<sup>th</sup> Floor Sacramento, CA 95814

**FAX:** (916) 658-8240 E-mail: kgibson@cacities.org (916) 658-8247

### APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Committee Re-appointments

#### **RECOMMENDATION:**

That the City Council re-appoint interested committee members to City Council Advisory Committees.

According to the standard committee bylaws, one-half of the membership of each City Council Advisory Committee will have terms expiring June 30 of odd-numbered years and one-half of the membership will have terms expiring June 30 of even-numbered years. The terms were originally picked by random drawing.

Attached are re-appointment lists showing the names of those committee members whose terms expired on June 30, 2016. There are two columns under each committee heading. The left column lists the names of those members who are requesting re-appointment. The column on the right lists those members whose terms are up, but are not interested in re-appointment.

Any questions regarding this report can be directed to the City Clerk.

Thaddeus McCormack

City Manager

Attachments:

Committee Re-appointment Lists

#### WILLIAM K. ROUNDS RE- APPOINTMENT LIST

<u>Interested</u> <u>Not Interested</u>

Beautification

Sadie Calderon Rita Argott

**Community Program Committee** 

Mark Scoggins Marlene Vernava

Heritage Arts Committee

Pauline Moore

**Historical Committee** 

Linda Vallejo

Family and Human Services Advisory Committee

Annette Rodriguez

Parks and Recreation Advisory Committee

Kenneth Arnold Johana Coca

**Senior Citizens Advisory Committee** 

Bonnie Fox

**Sister City Committee** 

Susan Johnston Manny Zevallos

### JAY SARNO RE-APPOINTMENT LIST

<u>Interested</u> <u>Not Interested</u>

Beautification

Irene Pasillas

**Community Program Committee** 

Miguel Estevez

Family and Human Services Advisory Committee

Debbie Belmontes Linda Vallejo

**Heritage Arts Committee** 

Francis Carbajal

Parks and Recreation Advisory Committee

Debbie Belmontes

**Senior Citizens Advisory Committee** 

Gloria Duran

**Youth Leadership Committee** 

Alyssa Madrid

### JOE ANGEL ZAMORA RE-APPOINTMENT LIST

<u>Interested</u> <u>Not Interested</u>

### **Beautification**

Mary Reed Charlotte Zevallos Doris Yarwood

### Family and Human Services Advisory Committee

Lydia Gonzalez

### Parks and Recreation Advisory Committee

Francis Carbajal Michele Carbajal Bernie Landin

### **Senior Citizens Advisory Committee**

Rebecca Lira

Sister City Committee

Charlotte Zevallos Francis Carbajal

### JUANITA TRUJILLO RE-APPOINTMENT LIST

<u>Interested</u> <u>Not Interested</u>

**Beautification** 

Mary Jo Haller Margaret Bustos

**Community Program Committee** 

Lydia Gonzalez

Family & Human Services Advisory Committee

Dolores Romero Gloria Duran

**Heritage Arts Committee** 

Amparo Oblea

Parks and Recreation Advisory Committee

Miguel Estevez Andrea Lopez

Sister City Committee

Andrea Lopez

### RICHARD J. MOORE RE-APPOINTMENT LIST

**Interested** 

**Not Interested** 

Juliet Ray

**Beautification** 

**Community Program Committee** 

George Felix, Jr.

Family and Human Services Advisory Committee

Arcelia Miranda

**Heritage Arts Committee** 

Laurie Rios

**Historical Committee** 

Astrid Shesterkin Tony Reyes

**Parks and Recreation Advisory Committee** 

Mary Tavera

**Senior Citizens Advisory Committee** 

Paul Nakamura

Yoshi Komaki Yoko Nakamura

**Sister City Committee** 

Martha Villanueva Laurie Rios

Youth Leadership Committee

**Evony Reyes** 

#### APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Rounds
Beautification	3 2	Sarno
Beautification	2	Trujillo
		•
Community Program	1	Moore
Community Program	1	Rounds
Community Program	4	Sarno
Community Program	4	Trujillo
Community Program	3	Zamora
, 0		
Family & Human Services	1	Zamora
,	•	
Heritage Arts Committee	1	Zamora
riomago, into committo	•	25614
Historical	1	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Historical	3	Zamora
Parks & Recreation	1	Truiillo
Faiks & Recleation	1	Trujillo
Senior Citizens	4	Moore
	1	
Senior Citizens	1	Rounds
Senior Citizens	3	<u>T</u> rujillo
Senior Citizens	3	Zamora
Sister City	1	Moore
Sister City	3	Sarno
Sister City	1	Trujillo
V 417 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Youth Leadership	2	Rounds
Youth Leadership	2 2	Sarno
Youth Leadership		Trujillo
Youth Leadership	2	Zamora

**Applications Received:** Giovanni Sandoval, Andrew Chavez and Walter J. Alvarez for the Youth Leadership Committee.

Recent Actions: None

Report Submitted by: Janet Martinez

City Clerk

Date of Report: July 8, 2016

ITEM NO. 22

Thaddeus McCormack City Manager

1/1/11/1-6

Attachments:
Committee Lists
Prospective Members

### **Prospective Members for Various Committees/Commissions**

## Beautification

Frankie Aguayo Jr.

### **Community Program**

Frankie Aguayo Jr.

Frank Aguayo

Family & Human Services

### **Heritage Arts**

Frankie Aguayo Jr.

#### Historical

### **Personnel Advisory Board**

#### Parks & Recreation

Linda Vallejo

Frankie Aguayo Jr.

Frank Aguayo

# Planning Commission

Delmy Johana Coca

Francis Carbajal

**Bryan Collins** 

Senior Citizens Advisory

#### Sister City

Jeannette Wolfe

Frankie Aguayo Jr.

#### **Traffic Commission**

Delmy Johana Coca

Francis Carbajal

**Bryan Collins** 

#### Youth Leadership

Giovanni Sandoval

**Andrew Chavez** 

Walter J. Alvarez

## **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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(17)
	Guadalupe Placensia	(17)
	Gloria Campos	(17)
Zamora	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)
	Marlene Vernava	(17)
	Vacant	(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)

<sup>\*</sup>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.	(16)
	Vacant	(16)
	Mary Jo Haller	(17)
	Gabriela Garcia	(17)
	Bryan Collins	(17)
Zamora	Vacant	(16)
	Mary Anderson	(17)
	Dolores H. Romero*	(17)
	Vacant	(16)
	Vacant	(17)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(17)
	Johana Coca*	(17)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Vacant	(16)
	Vacant	(17)
	Vacant	(17)
Trujillo	Lydia Gonzales	(16)
	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Vacant	(17)

<sup>\*</sup>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	(16)
	Martha Villanueva	(17)
	Margaret Bustos*	(17)
Zamora	Lydia Gonzales	(16)
	Tina Delgado	(17)
	Gilbert Aguirre	(17)
Rounds	Annette Rodriguez	(16)
	Janie Aguirre	(17)
	Ted Radoumis	(17)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(17)
Trujillo	Dolores H. Romero*	(16)
	Laurie Rios	(16)
	Bonnie Fox	(17)
Organizational Poprosontativos:	Nancy Stowe	
Organizational Representatives:	•	
(Up to 5)	Evelyn Castro-Guillen	
	Elvia Torres	
	(SPIRITT Family Services)	

<sup>\*</sup>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 V

9 Voting Members

6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Laurie Rios	6/30/2016
Zamora	Vacant	6/30/2016
DESCRIPTION OF THE PROPERTY OF		
Rounds	Pauline Moore	6/30/2016
Sarno	Francis Carbajal	6/30/2016
T-1211	Amara Oblac	6/30/2016
Trujillo	Amparo Oblea	0/30/2010
Committee Representatives		
Beautification Committee	Marlene Vernava*	6/30/2017
Historical Committee	Sally Gaitan	6/30/2017
Planning Commission	Vacant	6/30/2017
Chamber of Commerce	Debbie Baker	6/30/2017
Council/Staff Representatives		
Council Liaison		
Council Alternate	Richard Moore	
City Manager	Thaddeus McCormack	
Director of Community Services	Maricela Balderas	
Director of Planning	Wayne Morrell	

<sup>\*</sup>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)
Zamora	Vacant	(16)
	Vacant	(16)
	Vacant-	(17)
	Larry Oblea	(17)
Rounds	Pauline Moore	(16)
	Linda Vallejo	(16)
	Mark Scoggins*	(17)
	Janice Smith	(17)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Sally Gaitan	(17)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(17)
	Vacant	(17)

<sup>\*</sup>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
Moore	Mary Tavera	(16)
	Adrian Romero	(17)
	William Logan	(17)
	Ralph Aranda	(17)
	Kurt Hamra	(17)
Zamora	Francis Carbajal	(16)
	Bernie Landin	(16)
	Michele Carbajal	(16)
	Sally Gaitan	(17)
	Steve Gonzalez	(17)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Tim Arnold	(17)
	Mark Scoggins*	(17)
Sarno	Vacant	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(17)
	Vacant	(16)
	David Diaz-Infante	(17)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	Vacant	(17)
	Anthony Ambris	(17)
	Arcelia Miranda	(17)

<sup>\*</sup>Indicates person currently serves on three committees

# PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership:

5 (2 Appointed by City Council, 1 by

Personnel Board, 1 by Firemen's Association,

1 by Employees' Association)

Terms:

Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

# **PLANNING COMMISSION**

5

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
Rounds	Ralph Aranda
Sarno	John Mora
Trujillo	Frank Ybarra
Zamora	Gabriel Jimenez

## 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

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

<sup>\*</sup>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	(16)
	Laurie Rios	(16)
	Mary K. Reed	(17)
	Peggy Radoumis	(17)
	Vacant	(17)
Zamora	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Michele Carbajal	(17)
	Doris Yarwood	(17)
	Lucy Gomez	(17)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Robert Wolfe	(16)
	Ted Radoumis	(17)
	Dominique Velasco	(17)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Cathy Guerrero	(17)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(17)
	Marcella Obregon	(17)
	Vacant	(17)

<sup>\*</sup>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
Rounds	Ted Radoumis
Sarno	Alma Martinez
Trujillo	Greg Berg
Zamora	Nancy Romo

# 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

Membership:

20

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