



AGENDA

ADJOURNED REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**October 20, 2016
6:30 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***

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday Telephone (562) 868-0511.

1. **CALL TO ORDER**

2. **ROLL CALL**

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 September 8, 2016 of the Housing Successor Agency.

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

SUCCESSOR AGENCY

4. Minutes of the September 8, 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 September 8, 2016 Regular City Council Meetings

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

PUBLIC HEARING

7. Alcohol Sales Conditional Use Permit Case No. 69

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the sale of alcoholic beverages for off-site consumption at ALDI Food Market located at 13210 Telegraph Road, within the Community Commercial (C-4) Zone and in the Telegraph Road Corridor Zone, within the Consolidated Redevelopment Project Area. (ALDI Food Market)

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 69, and thereafter close the Public Hearing; and
- Review and approve Alcohol Sales Conditional Use Permit Case No. 69 subject to the conditions of approval contained within this report.

8. Resolution No. 9526 – Approving becoming a member of the California Municipal Finance Authority (CMFA) and approving the issuance of revenue bonds by the CMFA for the benefit of Standard SFV Venture LP (Borrower), to finance or refinance the cost of acquisition, rehabilitation and improvement of a 280-unit senior multifamily rental housing project located at 10829 Fulton Wells Avenue (APN 8009-023-034) in the R-3-PD, Multiple-Family Residential-Planned Development Overlay, Zone

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding the City becoming a member of the CMFA, and the issuance of revenue bonds by the CMFA for the benefit of Standard SFV Venture LP (Borrower), to finance or refinance the cost of acquisition, rehabilitation and improvement of a 280-unit senior multifamily rental housing project located at 10829 Fulton Wells Avenue.
- Conduct the Public Hearing under the requirements of the Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the Code).
- Adopt Resolution 9526, approving the issuance of the Bonds by the CMFA for the benefit of Standard SFV Venture LP (the "Borrower") or a partnership created by Standard Property Company, Inc. (the "Developer") a California nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).
- Authorize the Mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.
- Authorize the Mayor or designee thereof to execute the Agreement Regarding TEFRA Hearing.

NEW BUSINESS

9. Fire Station Headquarters: Apparatus Floor Refinishing – Award of Contract

Recommendation: That the City Council:

- Appropriate \$16,000 from the Utility Users Tax-Capital Improvement Project (UUT-CIP) Fund to the Fire Station Headquarters - Apparatus Floor Refinishing project (455-397-S017);
- Accept the bids; and
- Award a contract to JJJ Floor Covering, Inc. of Pico Rivera, California, in the amount of \$34,822.50

10. Resolution No. 9528 – Request for Parking Restrictions During Certain Hours on Norwalk Boulevard between Florence Avenue and Lakeland Road

Recommendation: That the City Council:

- Adopt Resolution No. 9528 to implement a parking restriction between the hours of 9:00 p.m. and 5:00 a.m. on Norwalk Boulevard: 1) On the west side from a point 190 feet south of Florence Avenue to a point 660 feet southerly and from a point 990 feet south of Florence Avenue to a

point 1200 feet southerly; and 2) On the east side from a point 200 feet south of Florence Avenue to a point 1240 feet southerly.

11. Resolution No. 9529 – Request for Parking Restrictions During Certain Hours on Burke Street East of Dice Road

Recommendation: That the City Council:

- Adopt Resolution No. 9529 to implement a parking restriction between the hours of 9:00 p.m. and 5:00 a.m. on the north side of Burke Street from a point 190 feet east of Dice Road to a point 350 feet easterly.

12. Professional Services Contract Agreement for Art Fest 2017

Recommendation: That the City Council:

- Authorize the Director of Community Services to execute a Professional Services Contract Agreement with Sandra Hahn in the amount of \$25,000 for the Annual Art Fest Event scheduled to be held on Friday, May 12, 2017.

13. Approval for Relocation Site of the Heritage Arts in Public Places Omni Art Piece Sculpture

Recommendation: That the City Council:

- Approve the Soaring Dreams Plaza lawn area as the relocation site for the Heritage Arts in Public Places Omni art piece sculpture.

14. Request Approval to Overhaul the Engine in the Department of Fire-Rescue's 1958 Seagrave "Wheezer" Parade Fire Engine

Recommendation: That the City Council:

- Authorize Southern California Fleet Services, Inc. to overhaul the Department of Fire-Rescue's 1958 Seagrave "Wheezer" Parade Fire Engine.

15. Resolution No. 9527 - Consenting To The Inclusion Of Properties Within The Territory Of The City of Santa Fe Springs (the "City") In The CMFA Open PACE Program; Authorizing The CMFA To Accept Applications From Property Owners, Conduct Contractual Assessment Proceedings And Levy Contractual Assessments Within The City of Santa Fe Springs; Authorizing the City to Join CMFA; And Authorizing Related Actions

Recommendation: That the City Council:

- Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions;
- Authorizing the Mayor or City Manager or designee thereof to execute the Joint Exercise of Powers Agreement to join CMFA; and
- Authorizing the Mayor or City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

City of Santa Fe Springs
Regular Meetings

October 20, 2016

16. Resolution No. 9530 Reaffirming the City's Opposition to Los Angeles County Metropolitan Transportation Authority (MTA) Measure M

Recommendation: That the City Council:

- Adopt Resolution No. 9530 Reaffirming the City's Opposition to MTA's Measure M

Please note: Item Nos. 17 – 25, will commence in the 7:00 p.m. hour.

17. **INVOCATION**

18. **PLEDGE OF ALLEGIANCE**

19. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

20. **ANNOUNCEMENTS**

21. **PRESENTATIONS**

- a. Presentation to Milestone Event Celebrants
- b. Presentation on West Nile & Zika Virus
- c. Proclaiming October 23 – 31, 2016 "Red Ribbon Week"
- d. Metro Little League Intermediate 50/70 AND 8U All Stars
- e. Department of Fire-Rescue Presentation of New City of Santa Fe Springs Paramedic Squad Purchased

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

22. Committee Appointments

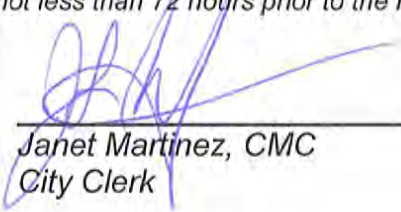
23. **ORAL COMMUNICATIONS**

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

October 14, 2016
Date

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

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



City of Santa Fe Springs

City Council Meeting

October 20, 2016

APPROVAL OF MINUTES

Minutes of the September 8, 2016 Regular City Council Meeting

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- September 8, 2016

Staff hereby submits the minutes for Council's approval.


Thaddeus McCormack
City Manager

Attachment:

Minutes for September 8, 2016



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

September 8, 2016

1. **CALL TO ORDER**

Mayor Moore called the meetings to order at 6:06 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 August 11, 2016 of the Housing Successor Agency.

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

It was moved by Council Member Trujillo, seconded by Council Member Sarno, to approve the minutes of August 11, 2016 of the Housing Successor Agency by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nays: None

SUCCESSOR AGENCY

4. Minutes of the August 11, 2016 of the Successor Agency.

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

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve the minutes of August 11, 2016 of the Successor Agency by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nays: None

CITY COUNCIL

5. **CITY MANAGER REPORT**

City Manager, Thaddeus McCormack spoke in regards to the trip to Sister City Navajoa, Mexico and meeting the delegation and other representatives from the Sister City Committee. He also spoke in regards to Measure M; he noted he met with a consultant that will be assisting with providing outreach to community groups informing them about the Measure.

6. CONSENT AGENDA

Approval Minutes

A. Minutes of the August 11, 2016 Regular City Council Meeting

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

It was moved by Council Member Trujillo, seconded by Council Member Sarno, to approve the minutes of August 11, 2016 by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

ORDINANCE FOR ADOPTION

7. Ordinance No. 1076 Amending the Criteria for Abandonment of Oil Wells

Recommendation: That the City Council:

- Waive further reading and adopt Ordinance No. 1076 entitled "An Ordinance of the City of Santa Fe Springs Amending the Criteria for Abandonment of Oil Wells".

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to waive further reading, title read by City Attorney Steve Skolnik and adopt Ordinance No. 1076, by the following vote:

AYES: Sarno, Trujillo, Zamora, Rounds, Moore

NAYES: None

ABSENT: None

NEW BUSINESS

8. Agreement Between the City of Downey and the City of Santa Fe Springs for Fire Communication and Dispatch Services

Recommendation: That the City Council:

- Authorize a new agreement between the City of Downey and the City of Santa Fe Springs for Fire Communication and Dispatch services.

It was moved by Council Member Sarno, seconded by Council Member Trujillo, to authorize a new agreement between the City of Downey and the City of Santa Fe Springs for Fire Communication and Dispatch services by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

9. Authorize Copier/Printer Leases with Ricoh Business Solutions Utilizing the U.S. Communities Cooperative Contract No. 4400003732

Recommendation: That the City Council:

- Authorize the Director of Purchasing Services to lease copiers/printers from Ricoh USA, Inc. through a cooperative purchasing program from U.S. Communities Contract No. 4400003732.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Sarno, to

Authorize the Director of Purchasing Services to lease copiers/printers from Ricoh USA, Inc. through a cooperative purchasing program from U.S Communities Contract No. 4400003732, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

10. Arlee Avenue Sidewalk Construction – Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

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

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to approve the Plans and Specifications; and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

11. Parkette Playground Improvement – Award of Contract

Recommendation: That the City Council:

- Accept the bids;
- Reject the bid protest from Micon Construction, Inc.;
- Appropriate \$30,000.00 from Utility Users Tax (UUT) Capital Improvement Fund to the Parkette Playground Improvement Project (Activity 453-397-B043); and
- Award a contract to Community Playgrounds, Inc. of Vallejo, California in the amount of \$299,844.17.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Sarno, to accept the bids; reject the bid protest from Micon Construction, Inc.; appropriate \$30,000.00 from Utility Users Tax (UUT) Capital Improvement Fund to Parkette Playground Improvement Project (Activity 453-397-B043); and award , 2016 by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

Mayor Moore recessed to closed session at 6:10 p.m.

Mayor Moore reconvened the meeting at 7:04 p.m.

12. INVOCATION

Invocation was led by Mayor Pro Tem Rounds.

13. PLEDGE OF ALLEGIANCE

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

14. INTRODUCTIONS

- Representatives from the Chamber of Commerce were introduced: Dan McMillan from Stifel and Kathie Fink from Chamber of Commerce.

15. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Library celebrating 100th Roald Dahls Birthday Party September 17th from 2pm to 4pm
- September Hunger Action Month, Gus' Kitchen accepting donations

16. PRESENTATIONS

- a. Introduction of New Department of Community Services Employee, Community Services Supervisor Carlos Mendoza.
Council Member Sarno and Council Member Trujillo provided brief comments on welcoming the new employee.
- b. Proclamation Declaring September 9, 2016 as the City of Santa Fe Springs 2016 Fiestas Patrias Cultural Celebration

17. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Council Member Sarno appointed Yoshi Komaki and Linda Vallejo to the Senior Advisory Committee. Council Member Trujillo appointed Ionnis Panou to the Youth Advisory Committee and Lydia Gonzales to the Family & Human Services Advisory Committee.

18. ORAL COMMUNICATIONS

No speakers.

19. EXECUTIVE TEAM REPORTS

- Noe Negrete reported that the City received 2 bids for the Parkmead street improvement project. The project will begin Monday. Also spoke in regards to the lighting that was worked on at the Little Lake Park, by the Hitting Zone. He also noted the LED lighting was replaced in front of the Police Services Center.
- Wayne Morrell, Director of Planning spoke in regards to the Economic Development web pages available in the City's website. He encouraged the public to visit the site. He reminded everyone that at the last meeting he spoke in regards to the flash drive that the department compiled, which has listed the economic development information for the City.
- Dino Torres, Director of Police Services, announced that the event of August 27, 2016 was a success. He also spoke in regards to the event in September, and will distribute the information to Council.
- Mike Crook, Fire Chief, provided a brief update on the San Bernardino for a brush fire. He also spoke about meeting with the CDBG grant representatives.
- Jose Gomez, Assistant City Manager/Finance Director, reported that by next month the City will have a presentation on the new Finance model.
- Maricela Balderas, Director of Community Services, reported that at the last Marketplace event, the City had a pink ribbon theme, and they were successful as

around 200 people attended.

The following comments were made by the City Council:

- Council Member Sarno spoke about the last Council Meeting there was a discussion about the beautification committee and suggested to have the guidelines rewritten to restrict water usage.
- Council Member Trujillo spoke in regards the trip to Navajoa. She noted that the City has schools, businesses named after the City as they honor us. She also welcomed the new employee.
- Mayor Pro Tem Rounds was not able to attend the trip to Navajoa, he mentioned that the City has used our old Fire Department trucks. He also welcomed the new employee.
- Council Member Zamora welcomed the new employee. He also thanked staff and the Fire Chief for their great work. He noted that he was honored to be asked by the Mayor to speak at tomorrow's event at the Norwalk Academy. for the 9/11 event.

24. ADJOURNMENT

Mayor Moore adjourned the Regular Meetings at 7:40 p.m. in memory of those people that lost their life on 9/11.

Richard J. Moore
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk

Date



PUBLIC HEARING

Alcohol Sales Conditional Use Permit Case No. 69

Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the sale of alcoholic beverages for off-site consumption at ALDI Food Market located at 13210 Telegraph Road, within the Community Commercial (C-4) Zone and in the Telegraph Road Corridor Zone, within the Consolidated Redevelopment Project Area. (ALDI Food Market)

RECOMMENDATIONS

Staff recommends that the City Council take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 69, and thereafter close the Public Hearing.
2. Review and approve Alcohol Sales Conditional Use Permit Case No. 69 subject to the conditions of approval contained within this report.

BACKGROUND

The subject site was once developed with a bowling alley and a café-like restaurant use. Over time, the bowling activities terminated and the entire building became vacant. The unsecured parcel, with the vacant building and its lack of upkeep, became a public nuisance with visual blight resulting in the ultimate demolition of the building.

Recently, the property owner signed a ground lease for the development of a speculative industrial warehouse building to the rear, and the occupancy of ALDI to the front portion of the parcel. On May 9, 2016, the Planning Commission approved Development Plan Approval Case No. 910 and its companion Mitigated Negative Declaration draft report to allow the 1.94 acre parcel to be developed with an approximate 18,557 sq. ft. grocery store building.

ALDI opened its first stores in the Midwest in 1976. Since that time, ALDI has grown and expanded to nearly 1,300 stores within 32 states. California residents can currently find twenty-eight (28) stores in state; the Santa Fe Springs Store will be the twenty-ninth (29) store in California.

ALDI carries its own brand of foods and subscribes to the "Healthy-Living" style by providing fresh meats, fresh produce, soft drinks, and alcoholic beverages such as beer and wine.

In accordance with Section 155.628 of the City's Zoning Regulations, the Applicant, ALDI, Report Submitted By: L. Collazo, Dept. of Police Services Date of Report: October 12, 2016

is requesting approval of Alcohol Sales Conditional Use Permit Case No. 69 to allow the sale of beer and wine for off-site consumption. Concurrent with this request, the Applicant is also seeking approval for an alcohol license, Type 20, from the California Department of Alcohol Beverage Control (ABC), which is the state government authority overseeing alcohol sales. If the ABC license is denied to the Applicant during their filing, they will have one year to find an alternative plan, otherwise, this Permit if approved will become void and nullified.

It should be noted that this matter went before the Planning Commission at their regular meeting of September 12, 2016. At that time the Planning Commission made a motion recommending that the matter be presented to the City Council for their review and approval.

STREETS AND HIGHWAYS

The subject site is located on the south side of Telegraph Road, east of Painter Avenue, with additional access from the Gateway Plaza parking lot. The main access road, Telegraph Road, is classified as a Major Highway with Painter Avenue classified as a Secondary Highway within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject property is zoned C-4, Community Commercial, with a general plan land use designation of "Commercial." The Zoning, General Plan and Land Use of the surrounding properties are as follows:

Surrounding Zoning, General Plan Designation			
Direction	Zoning District	General Plan	Land Use
North	C-4	Commercial	7-11, restaurant, retail
South	M-2	Industrial	Trailer repair and service
East	M-2	Commercial	Shopping Center (Gateway Plaza)
West	M-2	Industrial	All Black Co., metal finishing and coating Magnus Industries, drill bits and sawblades

LEGAL NOTICE OF PUBLIC HEARING

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

On October 6, 2016, legal notice of the Public Hearing for the proposed Alcohol Sales Conditional Use Permit was posted in the Santa Fe Springs City Hall, the City Library and Town Center as required by the State Zoning and Development Laws and by the City's

Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper on October 6, 2016. To date, Staff has not received any inquiries regarding the proposed Alcohol Sales Conditional Use Permit request.

ZONING ORDINANCE REQUIREMENTS

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

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

- a. **Conformance with parking regulations.** *Based on the approved site plan, seventy-four (74) parking spaces are required ($18,557/250 = 74.228$ or 74), but 90 spaces will be provided.*
- b. **Control of vehicle traffic and circulation.** *The subject property has on-site vehicle circulation with ingress and egress driveways on Telegraph Road and Painter Avenue.*
- c. **Hours and days of operation.** *The market will operate from 9 a.m. to 9 p.m. Monday thru Sunday.*
- d. **Security and/or law enforcement plans.** *As part of the conditions of approval, the Applicant is required to submit and maintain an updated Security Plan.*
- e. **Proximity to sensitive and/or incompatible land uses, such as schools, religious facilities, recreational or other public facilities attended or utilized by minors.** *The proposed market is within walking distance to schools, and a religious facility. Moreover, the market is located across the street from a state operated drug and alcohol rehabilitation center. It should be noted that there are several other similar grocery stores (Target, Walmart, Food for Less) which provide alcoholic beverages for off-site consumption. Staff has not received any complaints or has seen any negative impacts as a result of their proximity to the listed sensitive uses.*
- f. **Proximity to other alcoholic beverage uses to prevent the incompatible and undesirable concentration of such uses in an area.** *The proposed grocery store is within walking distance to other retail uses and restaurants selling alcohol beverages. Each use within the City is regulated by their respective conditional use*

permit, the City's Municipal Code, and ABC's regulations; businesses outside of the City's boundary are regulated by the County and ABC. The established regulations minimize and/or mitigate any negative impacts usually associated with over-concentration of alcoholic beverage establishments.

- g. Control of noise, including noise mitigation measures.** *The subject site does not generate any audible noises out of character with other commercial and retail establishments in the area. The store is subject to the City's allowable ambient noise regulations.*
- h. Control of littering, including litter mitigation measures.** *As part of the conditions of approval, the Applicant and/or his employees are required to maintain the property free of trash and debris; moreover, the City's Property Maintenance Ordinance requires that trash and debris be immediately cleaned on any property within the City.*
- i. Property maintenance.** *As part of the conditions of approval, the Applicant is required to maintain the immediate area in compliance with the City's Property Maintenance Ordinance.*
- j. Control of public nuisance activities, including, but not limited to, disturbance of the peace, illegal controlled substances activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, curfew violations, sale of alcoholic beverages to a minor, lewd conduct or excessive police incident responses resulting from the use.** *Staff has generated conditions of approval to mitigate or fully eliminate these negative impacts should they become a public nuisance. It should be noted that some of the listed activities are out of the control of the Applicant and/or his employees, but the Applicant is aware that he or his employees are to contact the Whittier Police whenever they see these activities take place.*

STAFF COMMENTS

As part of the permit review process, staff has conducted a review of the Applicant's proposed new site to ensure compliance with other regulatory ordinances and codes. The listed conditions of approval have been prepared to ensure the proper and lawful ongoing operation of the alcoholic beverage sales use.

Staff is recommending approval of the Alcohol Sales Conditional Use Permit request by the Applicant, subject to the conditions of approval set forth herein. Staff is also recommending a compliance review report of this Permit within one year from the approval date by the City Council.

CONDITIONS OF APPROVAL

1. That the Applicant comply with the conditions of approval set forth on Development Plan (DPA) Case No. 910 (copy of the conditions is available upon request).
2. That the Applicant is aware that approval of Alcohol Sales Conditional Use Permit (ASCUP) Case No. 69 is solely for the storage and sale of alcoholic beverages as an accessory activity for a food market.
3. That the applicant shall install signs within the parking area, plainly visible to the general public, with wording to prohibit loitering and/or drinking of alcoholic beverages within the property.
4. Alcohol sales shall be limited to 6:00 a.m. to 2:00 a.m. the following day. The sale of alcoholic beverages shall conform to the sale hours as prescribed by the State Alcoholic Beverage Commission. Should the market become a 24-hour operation, the Applicant shall provide locking mechanisms to prevent customer access to the alcoholic beverages during the no-sale period.
5. That the Alcoholic Beverage Control license shall be restricted for the sale of alcoholic beverages for off-site consumption and as specified by the Department of Alcoholic Beverage Control.
6. That it shall be the responsibility of the ownership and/or his employees to ensure that no alcoholic beverages purchased on the subject site shall be consumed on the subject site or any adjacent properties.
7. That the Applicant and/or his employees shall be responsible for maintaining control of litter on the subject property.
8. That the Applicant and/or his employees shall not allow any person who is intoxicated or under the influence of any drug to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the State Business and Professions Code.
9. That the Applicant and/or his employees shall not sell, furnish or give any alcohol to any habitual drunkard or to any obviously-intoxicated person, as set forth in Section 25602(a) of the State Business and Professions Code.
10. That the Applicant shall not have upon the licensed premises any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the Alcohol Beverage Control license that is issued to the subject site, as set forth in Section 25607(a) of the State Business and Professions Code.

11. That the Applicant and/or his employees shall not sell, furnish or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658(a) of the State Business and Professions Code.
12. That the Applicant and/or his employees shall not allow any person to loiter on the subject premises, and shall immediately report all such instances to the Police. The Applicant shall post signs, approved by the Department of Police Services, prohibiting loitering.
13. That this permit is contingent upon the approval by the Department of Police Services of a security plan which shall address the following for the purposes of minimizing risks to the public's health, welfare and safety:
 - (A) A description of the storage and accessibility of alcoholic beverages on display as well as surplus alcoholic beverages in storage;
 - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to, placement of signage, landscaping, ingress and egress controls, security systems and site plan layouts;
 - (C) A description of how the permittee plans to educate employees on their responsibilities and the actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors and the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit occurring on the subject premises and the procedures for such notifications.
14. That all other applicable requirements of the City Zoning Regulations, California Building Code, California Fire Code, Business & Professions Code, the determinations of the City and State Fire Marshall, and all other applicable regulations shall be strictly complied with.
15. That the owner, corporate officers and managers shall cooperate fully with all City officials, and enforcement personnel, and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
16. That vending machines, water machines, pay telephones and other similar equipment shall not be placed outdoors visible from the street or adjacent properties.

17. That pallets and other objects should not be left outside to allow roof access.
18. That streamers, banner, pennants, whirling devices or similar objects that wave, float, fly, rotate, or move in the breeze shall be prohibited unless written authorization is granted by the Director of Planning or his designated Staff.
19. That there shall be no window displays or advertising banners in the area of the cashier that will restrict the view, or restrict the view of passing police patrols.
20. That a copy of these conditions shall be maintained along with a copy of the City Business License and Fire Department Permits in a place conspicuous to all employees of the location.
21. That in the event the owner(s) intend to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell lease or sublease.
22. That this Permit shall be subject to a compliance review in one year, no later than one-year from the date of the Building Permit Final approval (AKA date of legal occupancy), to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval. At which time the Applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
23. That Alcohol Sales Conditional Use Permit Case No. 69 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
24. It is hereby declared to be the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute or ordinance is violated, this Permit shall be subject to procedures for revocation and the privileges granted hereunder shall be terminated.



Thaddeus McCormack
City Manager

Attachment(s)

1. Location Map

AERIAL PHOTOGRAPH



Alcohol Sales Conditional Use Permit Case No. 69 ALDI Food Market 13210 Telegraph Road



PUBLIC HEARING

Resolution No. 9526- Approving becoming a member of the California Municipal Finance Authority (CMFA) and approving the issuance of revenue bonds by the CMFA for the benefit of Standard SFV Venture LP (Borrower), to finance or refinance the cost of acquisition, rehabilitation and improvement of a 280-unit senior multifamily rental housing project located at 10829 Fulton Wells Avenue (APN 8009-023-034) in the R-3-PD, Multiple-Family Residential-Planned Development Overlay, Zone.

RECOMMENDATIONS

That the City Council:

- Open the Public Hearing and receive any comments from the public regarding the City becoming a member of the CMFA, and the issuance of revenue bonds by the CMFA for the benefit of Standard SFV Venture LP (Borrower), to finance or refinance the cost of acquisition, rehabilitation and improvement of a 280-unit senior multifamily rental housing project located at 10829 Fulton Wells Avenue.
- Conduct the Public Hearing under the requirements of the Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the Code).
- Adopt Resolution 9526, approving the issuance of the Bonds by the CMFA for the benefit of Standard SFV Venture LP (the "Borrower") or a partnership created by Standard Property Company, Inc. (the "Developer") a California nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).
- Authorize the Mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.
- Authorize the Mayor or designee thereof to execute the Agreement Regarding TEFRA Hearing.

BACKGROUND/DESCRIPTION OF REQUEST

Standard Property Company, Inc. requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$50,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the purpose of making a loan to the Borrower, to enable the Borrower to finance or refinance the costs of the acquisition, rehabilitation and improvement of a 280-unit senior multifamily rental housing project located at 10829 Fulton Wells Avenue, Santa Fe Springs, California, generally known as South Fulton Village Apartments and operated by Apartment Management Consultants, LLC.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Santa Fe Springs must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

Following the closing of the Tax-Exempt Loan, the owners intend to perform certain improvements to the Project (collectively, the "Rehabilitation Work") which is to be performed in a prompt and expeditious manner. Said work is memorialized in the attached agreement entitled "Agreement Regarding TEFRA Hearing." In addition to the Rehabilitation Work expressly contemplated by the Agreement, the owners also anticipate performing additional rehabilitation work with respect to the Project.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 240 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT:

In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for the City of Santa Fe Springs to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by a designated signatory of the City.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case

of the proposed bond financing for the Borrower, the City following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.

LEGAL NOTICE OF PUBLIC HEARING

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

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property. The legal notice was mailed to said property owners, published in a newspaper of general circulation (Whittier Daily News), on and also posted in Santa Fe Springs City Hall, the City Library and Town Center on October 6, 2016, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

TEFRA PUBLIC HEARING REQUIREMENT

This matter was also set for Public Hearing in accordance with the requirements of the Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the Code) which is similar to the City's requirement except for the following:

Notice must be published **no fewer than 14 days before** the hearing. As a result, the notice of the Public Hearing was published 14 days before the hearing.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Santa Fe Springs, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

INFRASTRUCTURE IMPACT

This action will not have impacts on City infrastructure.

A handwritten signature in blue ink, appearing to read 'Thaddeus J. McCormack', is positioned above the printed name.

Thaddeus J. McCormack
City Manager

Attachments

Resolution No. 9526

Joint Exercise of Powers Agreement with the CMFA
Agreement Regarding TEFRA Hearing

RESOLUTION NO. 9526

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF REVENUE BONDS BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF STANDARD PROPERTY COMPANY, INC.

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Santa Fe Springs (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council (the "City Council") the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and

WHEREAS, Standard SFV Venture LP (the "Borrower") or a partnership created by Standard Property Company, Inc. (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the Authority issue and sell revenue bonds in the maximum principal amount of \$50,000,000 (the "Bonds") for the purpose of making a loan to the Borrower, to enable the Borrower to finance or refinance the costs of the acquisition, rehabilitation and improvement of a 280-unit senior multifamily rental housing project located at 10829 Fulton Wells Avenue, Santa Fe Springs, California, generally known as South Fulton Village Apartments (the "Project") and operated by Apartment Management Consultants, LLC; and

WHEREAS, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that an "applicable elected representative" of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

WHEREAS, the Authority has determined that the City Council is an "applicable elected representative" for purposes of holding such hearing; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority's issuance of the Bonds therefor; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the Mayor or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk's designee is hereby authorized and directed to attest thereto.

Section 3. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Project is located in accordance with Section 147(f) of the Code and; (b) by the City Council in accordance with Section 4 of the Agreement.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 7. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 941111

Section 8. This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santa Fe Springs at an adjourned meeting of the City Council held on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard J. Moore, MAYOR

ATTEST:

Janet Martinez, CITY CLERK

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Santa Fe Springs has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2016.

Member:

CITY OF SANTA FE SPRINGS

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

AGREEMENT REGARDING TEFRA HEARING

THIS AGREEMENT REGARDING TEFRA HEARING (this "*Agreement*") is dated as of October 1, 2016, and is made by and among HESTER RB LLC, a New York limited liability company ("*RB*"), 119 HESTER STREET LLC, a New York limited liability company ("*119 Hester*"), STANDARD HESTER LLC, a New York limited liability company ("*Standard Hester*"), FRG SOUTH FULTON LLC, a Delaware limited liability company ("*FRG*", and together with RB, 119 Hester and Standard Hester, the "*Owners*"), and the CITY OF SANTA FE SPRINGS (the "*City*").

R E C I T A L S

A. Owners own that certain real property located at 10829 Fulton Wells Avenue, Santa Fe Springs, California 90670 improved with a multifamily apartment complex commonly known as South Fulton Village Apartments (the "*Project*").

B. Owners are contemplating financing the Project with a tax-exempt loan, which loan would be funded with the proceeds of bonds or a note issued by the California Municipal Finance Authority (the "*Tax-Exempt Loan*").

C. The Tax-Exempt Loan will require, among other things, that the City hold a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act of 1982 (the "*TEFRA Hearing*").

D. The Owners intend to perform certain improvements to the Project consisting of: (i) increasing the parking efficiency within the Project by implementing the items outlined in the letter sent by Keith Dragoon to the City on July 22, 2016, a copy of which is attached hereto as Exhibit "A", (ii) repairing the HVAC system in the community room, and (iii) repairing certain defects in the installation of various satellite dishes on one of the buildings of the Project, roof repairs, additional site lighting, upgrades to community room and laundry rooms, replaster pool and upgrade equipment, upgrade signage including monument at entrance, treat termites and replace dryrot wood, repair sewer lines, paint exterior of all buildings, replace original HVAC units and landscape upgrades (collectively, the "*Rehabilitation Work*").

E. The City desires to hold the TEFRA Hearing and the Owners desire to commit to performing the Rehabilitation Work, all on the terms and conditions more particularly set forth herein.

A G R E E M E N T

NOW, THEREFORE, in consideration of the covenants herein contained and the respective undertakings of the parties hereinafter set forth, it is hereby agreed:

1. TEFRA Hearing. In order to facilitate the issuance of the Tax-Exempt Loan, the City shall hold the TEFRA Hearing in accordance with the requirements of all applicable laws, rules and regulations, including, without limitation, the Tax Equity and Fiscal Responsibility Act of 1982. The TEFRA Hearing shall occur on or before November 10, 2016.

2. Rehabilitation Work. The Owners shall cause the Rehabilitation Work to be performed in a prompt and expeditious manner following the closing of the Tax-Exempt Loan. In addition to the Rehabilitation Work expressly contemplated by this Agreement, the Owners also currently anticipate performing additional rehabilitation with respect to the Project.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. The parties may exchange counterparts of the signature pages of this Agreement by facsimile or electronic mail, which counterparts shall be binding as original signature pages.

4. Prevailing Party. In the event of any dispute pertaining to, or litigation or arbitration arising from the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, court costs and any other fees, costs and expenses incurred in connection with such dispute, including those incurred in connection with all appellate levels, bankruptcy, mediation or otherwise to maintain such action, from the losing party.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

[signatures follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CITY:

CITY OF SANTA FE SPRINGS

By:_____

Name:_____

Title:_____

OWNERS:

RB:

HESTER RB LLC,
a New York limited liability company

By: Standard SFV Manager LP,
a California limited partnership,
its Manager

By: Standard West Coast GP LLC,
a California limited liability company,
its General Partner

By:_____
Scott Alter, Manager

[signatures continued on following page]

119 HESTER:

119 HESTER STREET LLC,
a New York limited liability company

By: Standard SFV Manager LP,
a California limited partnership,
its Managing Member

By: Standard West Coast GP LLC,
a California limited liability company,
its General Partner

By: _____
Scott Alter, Manager

STANDARD HESTER:

STANDARD HESTER LLC,
a New York limited liability company

By: Standard Capital LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Scott Alter, Manager

FRG:

FRG SOUTH FULTON LLC,
a Delaware limited liability company

By: Standard SFV Manager LP,
a California limited partnership,
its Manager

By: Standard West Coast GP LLC,
a California limited liability company,
its General Partner

By: _____
Scott Alter, Manager

EXHIBIT "A"



July 22, 2016

Mr. Wayne Murrell
Director of Planning
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

RE: South Fulton Village
Proposed Parking Improvement Plan

Dear Mr. Murrell:

An affiliate of Standard Property Company ("SPC") is under contract to purchase South Fulton Village (the "Property") in Santa Fe Springs, CA by the end of September 2016. Based on preliminary due diligence and discussions with the City of Santa Fe Springs, it has come to our attention that the parking situation at the Property needs be improved to reduce overcrowding.

SPC is committed to upgrading the Property and improving the overall tenant experience. In addition to the proposed renovation, which is currently projected to total over \$4 million, or \$15,000 per unit, SPC is committed to taking the following steps to ensure that parking is improved at the Property:

- Engage a parking feasibility expert to determine whether parking spaces can be added and how to increase parking efficiency at the Property. SPC will follow the expert's recommendations.
- Implementation of new parking pass distribution system to ensure that only cars registered to existing tenants have passes and limits per unit are enforced.
- Parking lot will be policed at least once per day to prevent cars without passes from parking at the Property (unless approved visitor). Cars without passes will be towed at owner's expense.
- Assign accessible spaces more effectively so tenants utilizing these spaces can park closer to their respective buildings.

Please call me at (310) 464-1069 if you have any questions or would like to discuss any other steps to improve the parking situation at the Property. We look forward to working with you and the City of Santa Fe Springs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith Dragoon".

Keith Dragoon
Vice President

1901 AVENUE OF THE STARS, SUITE 395, LOS ANGELES, CA 90067 T 310 553-5711 F 310 551-1666



City of Santa Fe Springs

City Council Meeting

October 20, 2016

NEW BUSINESS

Fire Station Headquarters: Apparatus Floor Refinishing – Award of Contract

RECOMMENDATION

That the City Council take the following actions: 1) Appropriate \$16,000 from the Utility Users Tax-Capital Improvement Project (UUT-CIP) Fund to the Fire Station Headquarters - Apparatus Floor Refinishing project (455-397-S017); 2) Accept the bids; and 3) Award a contract to JJJ Floor Covering, Inc. of Pico Rivera, California, in the amount of \$34,822.50

BACKGROUND

At the City Council meeting held on August 25, 2016, City Council authorized the City Engineer to advertise for construction bids.

The bid opening held on September 13, 2016 procured only one (1) bid. The lone bidder for the project is JJJ Floor Covering, Inc., of Pico Rivera, California, in the amount of \$34,822.50. The following represents the bid received and the amount of the bid:

Company Name	Bid Amount
JJJ Floor Covering, Inc	\$ 34,822.50

The bid submitted by JJJ Floor Covering, Inc. is approximately 45% above the Engineer's Construction Cost Estimate of \$24,000.00. The construction cost increase is a result of the manpower and equipment required to prepare and achieve the required surface finish.

The Department of Public Works has reviewed the bids and has determined the bid submitted by JJJ Floor Covering Inc. to be satisfactory and responsive.

FISCAL IMPACT

The UUT-Capital Improvement Project Fund previously budgeted \$24,000 to the project. Budgeting an additional \$16,000 to the project will cover construction, contingencies, construction management and inspection.

Description	Cost Estimate Amount
Construction:	\$ 35,000.00
Engineering:	\$ 1,000.00
Inspection:	\$ 1,000.00
Contingencies:	\$ 3,000.00
Total Construction Cost:	\$ 40,000.00

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

Date of Report: October 12, 2016

ITEM NO. 9

INFRASTRUCTURE IMPACT

The Fire Station Headquarter Apparatus Floor Refinishing project will extend the life of the floor and reduce annual maintenance costs.



Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**FIRE STATION HEADQUARTERS:
APPARATUS FLOOR REFINISHING**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 20th day of October 2016, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and JJJ Floor Covering, Inc., as CONTRACTOR in the amount of \$34,822.50.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

October 20, 2016

NEW BUSINESS

Resolution No. 9528 – Request for Parking Restrictions during Certain Hours on Norwalk Boulevard between Florence Avenue and Lakeland Road

RECOMMENDATION

That the City Council adopt Resolution No. 9528 to implement a parking restriction between the hours of 9:00 p.m. and 5:00 a.m. on Norwalk Boulevard: 1) On the west side from a point 190 feet south of Florence Avenue to a point 660 feet southerly and from a point 990 feet south of Florence Avenue to a point 1200 feet southerly; and 2) On the east side from a point 200 feet south of Florence Avenue to a point 1240 feet southerly.

BACKGROUND

The Traffic Commission at their meeting of September 15, 2016 reviewed the attached report for implementing parking restrictions during certain hours on Norwalk Boulevard between Florence Avenue and Lakeland Road. The Commission voted 5 to 0 to recommend to the City Council for consideration and approval of the proposed parking restriction. Note that at the Traffic Commission meeting four business residents spoke in favor of the parking restrictions. In addition, a letter of support was received from the attorney that represents the Hathaway Properties on Norwalk Boulevard.

Staff recommends implementation of the requested parking restriction that has been requested by the Police Services Center.


Thaddeus McCormack
City Manager

Attachments:

1. Resolution No. 9528
2. Traffic Commission Report

RESOLUTION NO. 9528

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
PROHIBITING PARKING OF VEHICLES AT CERTAIN LOCATIONS DURING
CERTAIN HOURS

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

Section 1. Pursuant to the provision of Section 72.21 of the City Code, when authorized signs are in place giving notice thereof, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers or materials between the hours of 9:00 pm to 5:00 am:

West side of Norwalk Boulevard from a point 190 feet to the South of Florence Avenue to a point 660 feet south of Florence Avenue and from a point 990 feet south of Florence Avenue to a point 1200 feet south of Florence Avenue.

East side of Norwalk Boulevard from a point 200 feet to the South of Florence Avenue to a point 1240 feet south of Florence Avenue.

APPROVED and ADOPTED this 20th day of October 2016.

Richard J. Moore, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

APPROVED AS TO FORM

Steve Skolnik, City Attorney



City of Santa Fe Springs

Traffic Commission Meeting

September 15, 2016

TRAFFIC ENGINEER'S REPORT

Parking Restriction on Norwalk Boulevard between Florence Avenue and Lakeland Road

RECOMMENDATION

That the Traffic Commission recommend to the City Council that a parking restriction between the hours of 9:00 PM and 5:00 AM be implemented on Norwalk Boulevard between Florence Avenue and Lakeland Road excluding the frontage of 10911 Norwalk Boulevard.

BACKGROUND

Over the years, the parking situation along Norwalk Boulevard s/o Florence Avenue has been a source of complaints and has resulted in various parking restrictions being implemented with the last one occurring in 2010. This last restriction was a No Parking between 12:00 PM to 6:00 AM Monday thru Friday restriction along the frontage of 10911 Norwalk Boulevard that was requested by the property owner.

The Police Services Center (PSC) has indicated that the Public Safety Officers (PSO) and Whittier Police Officers (WPO) are dealing with on-going parking complaints on Norwalk Boulevard between Florence Avenue and Lakeland Road. There are several auto-related businesses that store vehicles on the street and only move them if the tires are chalked or the vehicles are tagged for potential violation of the California Vehicle Code and Santa Fe Springs Municipal Code sections regarding the 72-hour maximum parking period on a public street. In the past, many citations have been issued in this area which typically results in the PSOs having to call a WPO for backup as the employees of the businesses become irate and begin screaming at PSOs as well as the adjacent property owners trying to determine who called the police. On a monthly basis, the PSC continues to receive calls from adjacent business owners that they have no parking in front of their business due to the auto-related businesses continuously storing 20 to 30 vehicles along Norwalk Boulevard. On several occasions the Lead PSO has responded to the location and has been asked to chalk and tag every single vehicle on Norwalk Boulevard. PSOs have done night time observations and have confirmed that approximately 20 to 30 vehicles are left parked overnight on Norwalk Boulevard in this area. As mentioned previously, vehicles are only moved when they are chalked or tagged but the vehicles are simply shuffled around and parked again in this area until they are chalked and tagged again.

In order to resolve the issue and create a regular turnover of street parking, the PSC has requested that an overnight parking restriction be implemented along Norwalk Boulevard between Florence Avenue and Lakeland Road except along

the frontage of 10911 Norwalk Boulevard where a No Parking 12:00 PM to 6:00 AM overnight restriction already exists.

Staff is recommending that the Traffic Commission recommend to the City Council that a parking restriction be implemented on Norwalk Boulevard between Florence Avenue and Lakeland Road between 9:00 PM and 5:00 AM. The attached notice was delivered to all of the businesses on Norwalk Boulevard between Florence Avenue and Lakeland Road on September 8, 2016.



Noe Negrete
Director of Public Works

Attachments:

1. Public Notice delivered 9/8/16
2. Location Map



NORWALK BL.—FLORENCE AVE.-LAKELAND RD.

(EXISTING AND PROPOSED PARKING RESTRICTIONS)



11710 Telegraph Road CA 90670-3679 (562) 868-0511 Fax (562) 868-7112 www.santafesprings.org

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

September 8, 2016

Business Resident
10810 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

Please be advised that at the next meeting of the City of Santa Fe Springs Traffic Commission the Commission will be considering an agenda item that would prohibit parking on both sides of Norwalk Boulevard between Florence Avenue and Lakeland Road during the hours of 9:00 PM and 5:00 AM. The area in front of 10911 Norwalk Boulevard which is already posted with a 12:00 PM to 5:00 AM parking restriction will be excluded from the proposed restriction.

The Traffic Commission will meet on Thursday, September 15, 2016 at 6:00 PM in the City of Santa Fe Springs City Hall Council Chambers which are located at 11710 Telegraph Road. You are invited to attend this meeting and provide any input that you feel is pertinent to this issue. In the interim if you have any questions, you may call Mr. Tom Lopez, City Traffic Engineer at (562) 868-0511 ext. 7342.

Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Moore, Mayor & William E. Rounds, Mayor Pro Tem
City Council
Joy Serna & Juanita Trujillo & Iris Angel Zamora
City Manager
Thaddeus McCormack



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

September 8, 2016

Business Resident
10820 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

Please be advised that at the next meeting of the City of Santa Fe Springs Traffic Commission the Commission will be considering an agenda item that would prohibit parking on both sides of Norwalk Boulevard between Florence Avenue and Lakeland Road during the hours of 9:00 PM and 5:00 AM. The area in front of 10911 Norwalk Boulevard which is already posted with a 12:00 PM to 5:00 AM parking restriction will be excluded from the proposed restriction.

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Sincerely,

Noc Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard L. Moore, Mayor • William L. Bouché, Mayor Pro Tem
City Council
Jay Sarno • Juanita Tijillo • Jan Angel Zamora
City Manager
Thaddeus McCormack



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

September 8, 2016

Business Resident
10826 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

Please be advised that at the next meeting of the City of Santa Fe Springs Traffic Commission the Commission will be considering an agenda item that would prohibit parking on both sides of Norwalk Boulevard between Florence Avenue and Lakeland Road during the hours of 9:00 PM and 5:00 AM. The area in front of 10911 Norwalk Boulevard which is already posted with a 12:00 PM to 5:00 AM parking restriction will be excluded from the proposed restriction.

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Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard L. Acosta, Mayor & William E. Roberts, Mayor Pro Tem
City Council
Ray Siano & Jocelyn Trujillo & Jose Angel Zamora
City Manager
Thaddeus McCormack



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

September 8, 2016

Business Resident
10840 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

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Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard L. Moore, Mayor & William E. Boush, Mayor Pro Tem
City Council
Jay Smith & Juanita Trujillo & Joe Angel Zamora
City Manager
Thaddeus McCormack



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

September 8, 2016

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10845 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

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Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Moore, Mayor • William F. Bonds, Mayor Pro Tem
City Council

Jay Sando • Juanita Trujillo • Jan Angel Zamora
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Thaddeus McCormack



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September 8, 2016

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10850 Norwalk Boulevard
Santa Fe Springs, CA 90670

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Dear Business Resident:

Please be advised that at the next meeting of the City of Santa Fe Springs Traffic Commission the Commission will be considering an agenda item that would prohibit parking on both sides of Norwalk Boulevard between Florence Avenue and Lakeland Road during the hours of 9:00 PM and 5:00 AM. The area in front of 10911 Norwalk Boulevard which is already posted with a 12:00 PM to 5:00 AM parking restriction will be excluded from the proposed restriction.

The Traffic Commission will meet on Thursday, September 15, 2016 at 6:00 PM in the City of Santa Fe Springs City Hall Council Chambers which are located at 11710 Telegraph Road. You are invited to attend this meeting and provide any input that you feel is pertinent to this issue. In the interim if you have any questions, you may call Mr. Tom Lopez, City Traffic Engineer at (562) 868-0511 ext. 7342.

Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Morero, Mayor & William L. Bonach, Mayor Pro Tem
City Council
Joy Sando & Justalita Brillo & Jon Aragon Zamora
City Manager
Thaddeus McCormack



11710 Telegraph Road CA 90670-3679 (562) 868-0511 Fax (562) 868-7112 www.santafesprings.org

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

September 8, 2016

Business Resident
10862 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

Please be advised that at the next meeting of the City of Santa Fe Springs Traffic Commission the Commission will be considering an agenda item that would prohibit parking on both sides of Norwalk Boulevard between Florence Avenue and Lakeland Road during the hours of 9:00 PM and 5:00 AM. The area in front of 10911 Norwalk Boulevard which is already posted with a 12:00 PM to 5:00 AM parking restriction will be excluded from the proposed restriction.

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Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Moore, Mayor • William F. Bouch, Mayor Pro Tem
City Council
Jay Sarno • Juanita Injillo • Jos Angel Zamora
City Managers
Thaddeus McCormack



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

September 8, 2016

Business Resident
10911 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

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Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Moore, Mayor & William F. Brown Jr., Mayor Pro Tem
City Council
Jay Somo & Juaville Trujillo & Joe Angel Zamora
City Manager
Thaddeus McCormack



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

September 8, 2016

Business Resident
10918 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

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Noc Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
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Richard L. Moore, Mayor • William E. Bouch, Mayor Pro Tem
City Council
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Thaddeus McCormack



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

September 8, 2016

Business Resident
10924 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

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Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Moore, Mayor • William F. Proctor, Mayor Pro Tem
City Council
Ray Sando • Lucinda Infante • Joe Angel Zamora
City Manager
Thaddeus McCormack



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

September 8, 2016

Business Resident
10937 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

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Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard E. Mason, Mayor & William F. Bonds, Mayor Pro Tem
City Council
Jay Sandoz & Juacinta Injillo & Joe Angel Zamora
City Manager
Thaddeus McCormack



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

September 8, 2016

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10950 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

Dear Business Resident:

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Sincerely,

Noc Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Moos, Mayor & William E. Bourns, Mayor Pro Tem
City Council

Jay Seim & Jennifer Ingolia & Jon Arredondo Zamora
City Manager

Thaddeus McCormack



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September 8, 2016

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10959 Norwalk Boulevard
Santa Fe Springs, CA 90670

Subject: Restricted Parking on Norwalk Boulevard

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Sincerely,

Noe Negrete
Director of Public Works

cc: Thaddeus McCormack, City Manager
Dino Torres, Director of Police Services
Traffic Commission

Richard J. Moore, Mayor & William E. Brown, Jr., Mayor Pro Tem
City Council
Jay Sarno & Juaditha Trujillo & Jose Angel Zamora
City Manager
Thaddeus McCormack



City of Santa Fe Springs

City Council Meeting

October 20, 2016

NEW BUSINESS

Resolution No. 9529 – Request for Parking Restrictions During Certain Hours on Burke Street East of Dice Road

RECOMMENDATION

That the City Council adopt Resolution No. 9529 to implement a parking restriction between the hours of 9:00 p.m. and 5:00 a.m. on the north side of Burke Street from a point 190 feet east of Dice Road to a point 350 feet easterly.

BACKGROUND

The Traffic Commission at their meeting of September 15, 2016 reviewed the attached report for implementing parking restrictions during certain hours on Burke Street east of Dice Road. The Commission voted 4 to 1 to recommend to the City Council for consideration and approval of the proposed parking restriction.

Staff recommends implementation of the requested parking restriction that has been requested by Interfaith Food Center located at 11819 Burke Street.

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

Thaddeus McCormack
City Manager

Attachments:

1. Resolution No. 9529
2. Traffic Commission Report

RESOLUTION NO. 9529

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
PROHIBITING PARKING OF VEHICLES AT CERTAIN LOCATIONS DURING
CERTAIN HOURS

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

Section 1. Pursuant to the provision of Section 72.21 of the City Code, when authorized signs are in place giving notice thereof, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers or materials between the hours of 9:00 pm to 5:00 am:

North side of Burke Street from a point 190 feet east of the centerline of Dice Road to a point 350 feet easterly.

APPROVED and ADOPTED this 20th day of October 2016.

Richard J. Moore, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

APPROVED AS TO FORM

Steve Skolnik, City Attorney



City of Santa Fe Springs

Traffic Commission Meeting

September 15, 2016

TRAFFIC ENGINEER'S REPORT

Request for Parking Restriction on Portion of Burke Street East of Dice Road

RECOMMENDATION

That the Commission recommend to the City Council that a parking restriction between the hours of 9:00 p.m. and 5:00 a.m. be implemented on the north side of Burke Street from a point 200 feet east of Dice Road to a point 350 feet easterly.

BACKGROUND

The Interfaith Food Center (IFC) is located at 11819 Burke Street. IFC is a non-profit charity organization serving more than 1,300 households on a weekly basis in Santa Fe Springs, Whittier, and La Mirada and is one of the largest food pantries in California. Their food distribution program provides free weekly nutritional assistance to low income families, senior citizens and the homeless. The majority of clients drive to the facility to pick up the bagged groceries provided by IFC. Thus, street parking is important to IFC's operation.

This section of Burke Street is a local industrial street with a curb-to-curb width of 52 feet and runs in an east/west direction between Dice Road and Sorensen Avenue. The street is not striped but is wide enough for one lane in each direction with parking permitted on both sides of the street. The street is flat and the alignment is straight except for a horizontal curve just prior to Sorensen Avenue. The speed limit on Burke Street is a posted 30 miles-per-hour. The Average Daily Traffic (ADT) for this section of Burke Street is 1,200 vehicles per day. The adjacent development along Burke Street is light industrial-type development.

Attached is a letter from IFC requesting that their street frontage be posted with a restriction to prohibit overnight parking. The problem is that large trucks routinely park in front of their building for days at a time and take up all of their available street parking. Staff recommends that the Traffic Commission concur with the request of the IFC and recommend to the City Council that parking be prohibited on the north side of Burke Street between the hours of 9:00 p.m. and 5:00 a.m. from a point 200 feet east of Dice Road to a point 350 feet easterly.

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Noe Negrete
Director of Public Works

Attachments:

1. Letter from IFC dated 8/22/16
2. Location Map

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: September 8, 2016



11819 Burke Street
Santa Fe Springs, CA 90670
Tel: 562 903-1478
FAX: 562 903-1480

Protecting the Marginalized

www.interfaithfoodcenter.org

August 22, 2016

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

Re: 11819 Burke Street

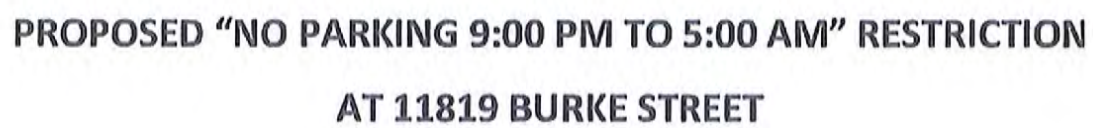
Dear Mr. Negrete:

Interfaith Food Center is requesting the City of Santa Fe Springs to designate the frontage of 11819 Burke Street as "No Overnight Parking". We understand that there is a cost associated with the signs for this designation.

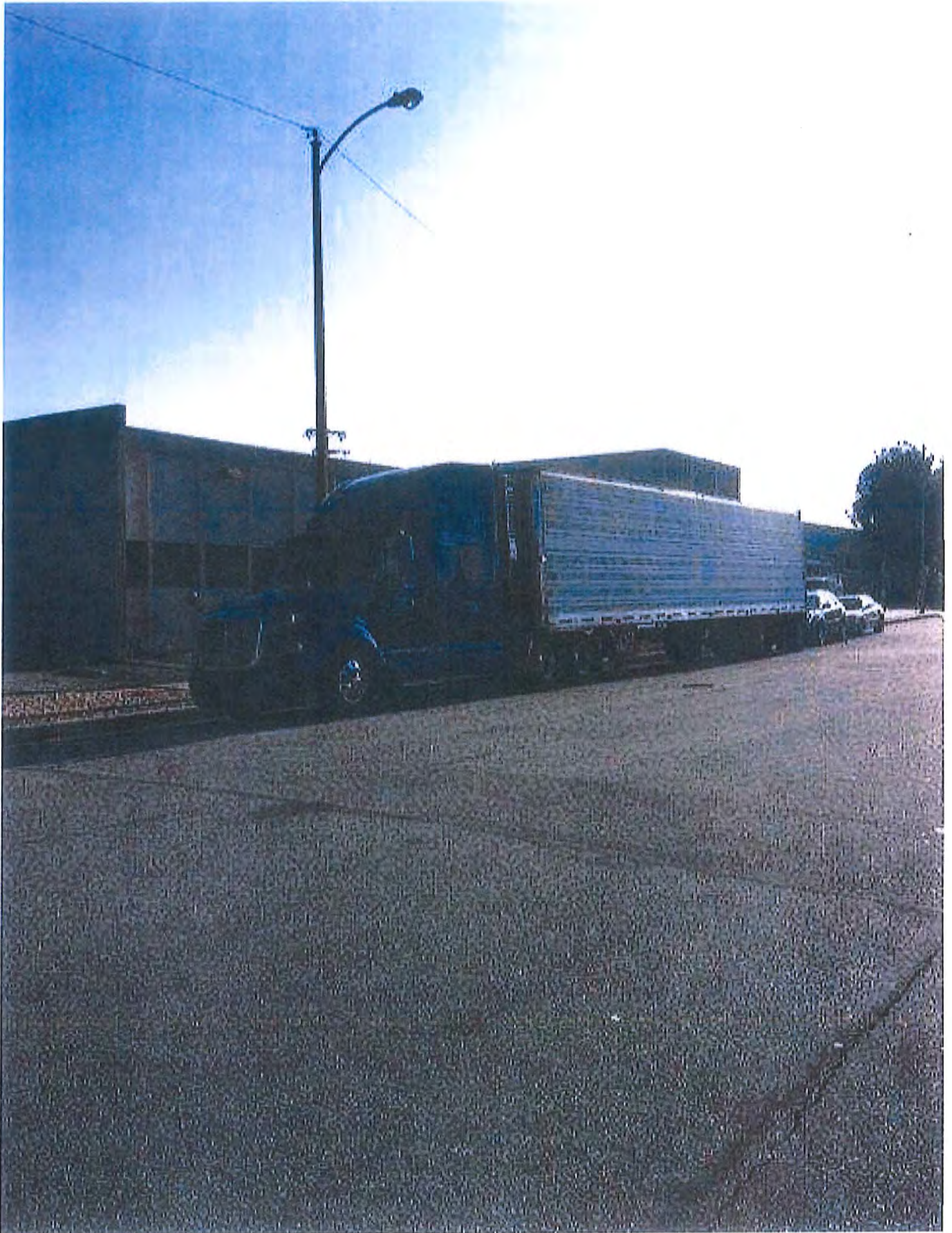
Thank you,

A handwritten signature in black ink, appearing to read "Amy L. Catt", is written over a horizontal line.

Amy L. Catt
Executive Director
Interfaith Food Center



**PROPOSED "NO PARKING 9:00 PM TO 5:00 AM" RESTRICTION
AT 11819 BURKE STREET**





City of Santa Fe Springs

City Council Meeting

October 20, 2016

NEW BUSINESS

Professional Services Contract Agreement for Art Fest 2017

RECOMMENDATION

That the City Council authorize the Director of Community Services to execute a Professional Services Contract Agreement with Sandra Hahn in the amount of \$25,000 for the Annual Art Fest Event scheduled to be held on Friday, May 12, 2017.

BACKGROUND


Through the guidance of the Heritage Arts Advisory Committee (HAAC), the HAAC hosted its 4th annual Art Fest on May 13 and May 14, 2016. There were over 4,000 people who attended the two day art festival and it was well received by the community. For 2017, the HAAC is recommending a one day event and that they City again employ the professional services of Sandra Hahn, owner of Crepe's and Grapes Café. Services are to include: commissioning all artists which involves the recommendation and selection of featured and guest artists; artist vendors; curation of all artwork; handling and storing of artwork; sale and return of all unsold artwork. The contract term is an eight month agreement not to exceed beyond June 6, 2017.

The event will follow the same format as previous years, but will only be a one day event. The event will continue to highlight local artists where various art mediums will be available for sale; local art vendors; educational workshops; entertainment, food and beverages.

The Mayor may call upon Ed Ramirez, Family & Human Services Manager to answer any questions the Council may have regarding the proposed Professional Services Contract Agreement.

FISCAL IMPACT

The Art Fest 2017 event will be financed through the Art in Public Places Program Fund for a total of \$25,000.


Thaddeus McCormack
City Manager

Attachment:

Professional Services Contract Agreement

ITEM NO. 12

**CITY OF SANTA FE SPRINGS
CONSULTANT AGREEMENT
SFS ART FEST 2017 EVENT**

This Agreement, made and entered into this **20** day of **October, 2017** by and between the CITY OF SANTA FE SPRINGS (CITY) and , Crepe's & Grapes, Sandra Hahn (CONSULTANT), CITY and CONSULTANT (Parties) hereby enter into in consideration of the mutual covenants and promises contained herein. The Parties mutually agree as follows:

The CONSULTANT agrees to perform the following consulting services for the **CITY OF SANTA FE SPRINGS ARTFEST 2017 to commence on October 20, 2017 and shall terminate on May 26, 2017.** ARTFEST 2017 will take place on **Friday, May 12, 2015 from 4 pm to 11 pm at the Clarke Estate located at 10211 Pioneer Blvd, Santa Fe Springs, CA. 90670.** The CONSULTANT will provide consulting services for these four event areas: 1) Pre-Art Fest Event Preparation; (2) Art Fest Event Implementation; and (3) Post Art Fest and City Library Art show.

I. CONSULTANT LIST OF RESPONSIBILITIES

The following responsibilities shall be managed by the CONSULTANT and/or CONSULTANT's Staff. CONSULTANT shall be available and provide professional services for the CITY's ARTFEST 2017 as described below. All reports shall be delivered in person in two forms, hardcopy and electronically (in excel or word format) per Contract Administrator's direction. The CITY'S Contract Administrator will be the Director of the Community Services Department and/or her designee.

- a. **Meetings with Contract Administrator:** CONSULTANT shall attend the following scheduled meetings with ARTFEST Contract Administrator to provide updates:
- 2nd Tuesday of the month, October – December, 2016 (time to be determined by Contract Administrator)
 - 2nd and 4th Tuesday of the month, January – April, 2017 (time to be determined by Contract Administrator)
 - Meeting dates may be changed at the mutual consent of both Parties.
 - Additional meeting may be scheduled at the request of Contract Administrator and Heritage Arts Advisory Committee (HAAC)

The purpose of the meetings will be to ensure deadlines are being met and tasks are completed by both the CONSULTANT and CITY.

- b. **Social Media Marketing:** CONSULTANT shall collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2017 through each Parties social media forums (i.e. Facebook, Twitter, Instagram) which identifies marketing partnership under the CONSULTANTS website name "Uptowncrawlers.com". All Social media marketing shall be approved by the Contract Administrator. CONSULTANT shall begin to provide all Social Media Marketing material to the City's Social Media Administrator no later than November 4, 2016 and CONSULTANT shall continue providing information for the duration of this agreement
- c. **Art Handling:** CONSULTANT shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive is the sole responsibility of the CONSULTANT. (City will provide ladders for installation of art during the Art fest event set-up). CONSULTANT may use the City owned art displays, equipment, materials, etc.
- d. **Featured Artist:** CONSULTANT shall provide a proposal of recommended Artist to be featured and/or be guests to the Art Fest 2017. The proposal shall include a biography and pictures of the

artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured or guest artist.

- e. **Sponsorships:** CONSULTANT will promote sponsorships for the Art Fest 2017. CONSULTANT will receive a 10% finders fees for any secured sponsorships. CONSULTANT will notify Contract Administrator immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by May 19, 2017.

II. CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the CONSULTANT. CONSULTANT shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered in person in two forms, hardcopy and electronically.

- a. **Cataloging Protocols:** CONSULTANT shall provide the Contract Administrator with a database (Excel) file that includes the following information per the requested dates / timeline herein.
 - Artist Name
 - Name of Art Piece
 - Sale Price
 - Medium
 - Size
 - Photo
 - Location of Art / Artist
- 1. **Pre- Art Fest Preparation** - CONSULTANT shall provide the Contract Administrator with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. (See 1a, 1c, 1d).

During the Pre-Art Fest preparation, the consultant shall conduct, perform and complete the following services:

- a. Distribution of "Calling All Artists" Promotional Card – CONSULTANT shall routinely distribute, upon receipt from the City, to all local art venues / studios including, local shops, boutiques, stores, and colleges. CONSULTANT shall provide Contractor Administrator a report of "Calling All Artist" distribution list.
 - Distribution to contacts, facilities etc. begin no later than November 10, 2016 and remain available through March 10, 2017. (CITY staff shall be responsible for distributing promotional cards within CITY facilities)
 - CONSULTANT shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than November 10, 2016.
 - CONSULTANT shall coordinate with Contract Administrator an informational artist recruitment orientation meeting by November 18. Desired schedule time shall take place between the hours of 2:00 p.m. – 6:00 p.m. (exact time to be determined by Contract Administrator and CONSULTANT)
 - CONSULTANT shall report back to Contract Administrator upon completion of these tasks. Report shall include venues, schools and contact information and dates of established contact.

- CONSULTANT shall report back to Contract Administrator upon completion of these tasks. Report shall include venues, schools and contact information and dates of established contact.
- b. CONSULTANT shall refer all artists to city website for proper application and submission protocol.
- All applications provided by the CITY must be submitted to the Gus Velasco Neighborhood Center to the attention of the Contractor Administrator. Applications may also be submitted electronically via the City website. If any applications are received CONSULTANTS place of business, the CONSULTANT shall submit the completed applications to the Gus Velasco Neighborhood Center within 72 hours.
 - CONSULTANT shall submit all artist applications to the CITY by March 10, 2017.
 - No submissions will be permitted after the deadline of March 10, 2017 without the approval of Contract Administrator.
- c. CONSULTANT shall submit all approved Cataloged Artists, Cataloged Raffle Items (follow cataloging protocol as referenced above) and approved Artist Vendors (follow the cataloging protocol as referenced above) to THE CITY by March 17, 2017 at Noon.
- **Requirements:** There shall be no more than 250 Artists with no more than two pieces of art per artist and 30 Artist Vendors. Dia de Los Muertos art shall not be more than 10% of artwork submitted. Any increase in the number of artists and artist vendors require the confirmation and/or approval of the Contract Administrator.
- d. Collection of Artwork and Storage at the Clark Estate is the responsibility of CONSULTANT. The following dates and times are available to the CONSULTANT for collection and storage of artwork:
- Sunday, May 7 11:00 a.m. – 2:00 p.m.
 - Monday, May 8 11:00 a.m. – 9:00p.m.
 - Tuesday, May 9 8:00am. – 2:00p.m.
 - Wednesday, May 10 8:00a.m. – 9:00p.m.
 - Thursday, May 11 8:00a.m. – 9:00p.m.
- e. CONSULTANT shall coordinate with Contract Administrator event layout and art components. (Contract Administrator will schedule meeting).
- identify medium categories and display locations
 - CONSULTANT shall provide list of medium categories and display location layout to Contract Administrator by April 14, 2017.

2. Art Fest Event Implementation

CONSULTANT shall provide the Contract Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein. (See 2a, 2b)

- a. CONSULTANT shall be responsible for hanging all Art Work at the Clarke Estate
- CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by May 11, 2016;
 - CONSULTANT shall have all artwork hung and displayed by 1:00 p.m. on May 12, 2017;
- b. CONSULTANT shall be responsible for all sales of art at Clarke Estate
- CONSULTANT shall provide receipt(CITY to provide receipts) to purchaser of art sold;
 - CONSULTANT shall tag displayed items as sold;

- CONSULTANT shall provide report to the Contract Administrator of items sold and money collected by May 19, 2015; Report shall include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name.

3. Post Art Fest and Art Show

CONSULTANT shall provide the Contract Administrator with written reports as indicated by the requested timeline herein. (See 4a)

- a. CONSULTANT Debriefing Report: A special meeting between CONSULTANT and Contract Administrator shall be held on May 25, 2017 to debrief and discuss the outcome of the event. In addition, CONSULTANT shall present a written report to the Contractor Administrator. This report will be shared by the Contract Administrator with the HAAC at the May 30, 2017 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists, vendors, and total sales from Art Fest (HAAC may request the CONSULTANT'S attendance at an HAAC meeting. Contract Administrator will inform CONSULTANT if such request is made by HAAC).

III. COMPENSATION AND METHOD OF PAYMENT

- a. CITY shall compensate CONSULTANT for the services of ARTFEST 2017. The total compensation for the term of the contract will not exceed \$25,000.00. CONSULTANT shall not receive additional compensation in excess of the above amount unless approved in writing by the Contractor Administrator and unless both parties agree to the new terms set forth in writing; at which point, this agreement will be considered revised and amended by the new agreement.

b. In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the CONSULTANT under this Agreement, the CITY shall compensate the CONSULTANT in accordance with the following payment schedule.

- 1. Upon execution of the agreement, the CONSULTANT shall be paid \$5,000 in accordance with the completion of the informational artist recruitment orientation meeting in November (date and time to be determined by Contract Administrator and CONSULTANT)
- 2. Upon completion of the ARTFEST event on May 12, 2017 the CONSULTANT shall be paid \$10,000;
- 3. Upon completion of the Post Art Fest and evaluation report the CONSULTANT shall be paid \$10,000 on May 26, 2017.

c. Method of Payment

1. Based on the payment schedule CONSULTANT shall submit an invoice to the City's Contract Administrator containing the following:

- i. Dates services performed
- ii. Description of services performed

2. Payments of each invoice will be made after acceptance and approval of the Contract Administrator.

IV. INDEPENDENT CONTRACTOR

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the CITY and CONSULTANT. CONSULTANT is an independent contractor and not an employee of the CITY or any of its subsidiaries or affiliates. The consideration set forth in the execution of deliverables shall be the sole consideration due to CONSULTANT for the services rendered hereunder. It is understood that the CITY will not withhold any amounts for payment of taxes from the compensation of CONSULTANT hereunder. CONSULTANT shall not represent to be or hold himself out as an employee of the CITY and CONSULTANT acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the CITY'S regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be CONSULTANT'S sole responsibility and CONSULTANT shall indemnify and hold THE CITY OF SANTA FE SPRINGS harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

V. CONFIDENTIALITY

In the course of performing consulting services, the parties recognize that CONSULTANT shall come in contact or become familiar with information which the CITY or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, confidential information pertaining to the organization and its employees. CONSULTANT shall agree to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate CITY personnel or their designees.

VI. STANDARD OF CARE

- a. The CONSULTANT, in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- b. All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Work as to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of the City buildings and facilities. Standards and frequencies may be modified from time to time as deemed necessary by the City for proper maintenance of these areas.
- c. The CONSULTANT shall employ sufficient personnel to perform all work as described in this Agreement.
- d. The CONSULTANT shall furnish all labor (City will assist with library installation), equipment and required materials needed to maintain all contracted areas (will utilize City purchased portable wall units, and grids) to a level acceptable to the CITY. All materials are subject to CITY approval.
- e. The CONSULTANT shall provide all necessary vehicles for transportation and related duties. The CONSULTANT shall make arrangements with the CITY for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

Unless disclosed in writing prior to the date of this agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT professional performance or the furnishing of materials or services relating thereto.

VII. REPRESENTATIONS AND WARRANTIES

The CONSULTANT shall make no representations, warranties, or commitments binding the CITY without the CITY'S prior consent.

VIII. LEGAL RIGHT

- a. CONSULTANT shall, indemnify, hold free and harmless the AGENCY and its appointed and elected officials, officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including reasonable attorney fees and shall indemnify, save and hold harmless AGENCY and its appointed and elected officials, officers, and employees from damages and expenses, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising from of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.
- b. The CONSULTANT 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 CONSULTANT shall 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 CONSULTANT 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.
- c. CONSULTANT shall comply with the CITY's Harassment Policy. The CITY prohibits any and all harassment in any form.

IX. INSURANCE

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

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

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

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

(c) 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 CITY, with the City of Santa Fe Springs named as additional insured (not applicable on professional liability). A 10 day notice of cancellation is required. The CITY will provide additional event insurance for the security of art pieces when in the possession of the CITY.

X. 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 or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all 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. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

XI. 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.

XII. NOTICE

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the CITY shall be, unless otherwise stated in this Agreement:

CITY OF SANTA FE SPRINGS
Gus Velasco Neighborhood Center

9255 S. Pioneer Blvd.
SANTA FE SPRINGS, CA 90670
CONTACT: Maricela Balderas, Director of Community Services
PHONE: (562) 692-0261 FAX: (562) 695-8620

2. The representative of the CONSULTANT shall be:

Crepe's & Grapes, Sandra Hahn
6560 Greenleaf Ave.
Whittier Ca, 90601
(562) 696-3255

B. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or delivery by a bonafide mail service and shall be deemed communicated as of the date of receipt.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

IXV. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interest's conflict in any way with those of the CITY. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT 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 CONSULTANT 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 CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT 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.

XV. TERMINATION OF AGREEMENT

a. Either party may terminate this Agreement upon thirty (30) days prior written notice.

b. Any amendments or changes in the scope of work as outlined above must be communicated in writing and must be agreed to by both Parties. Revisions must include revised scope of work deadlines, compensation. Both Parties agree to fulfill revised Agreement terms and deliverables as stated in the Agreement.

c. If the deliverables listed herein are not met by the CONSULTANT deadlines specified, a daily \$100 reduction of compensation may be applied.

d. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

e. Binding Effect, Assignment. This Agreement shall be binding upon and shall enure to the benefit of the CITY and to the CITY'S successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by CONSULTANT of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the CITY.

f. Governing Law, Severability. This Agreement shall be governed by the laws of the State of California.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

By _____
Crepe's & Grapes, Sandra Hahn

Date: _____

By _____
Maricela Balderas
Director of Community Services Department
City of Santa Fe Springs

Date: _____



NEW BUSINESS

Approval for Relocation Site of the Heritage Arts in Public Places Omni Art Piece Sculpture

RECOMMENDATION

That the City Council approve the Soaring Dreams Plaza lawn area as the relocation site for the Heritage Arts in Public Places Omni art piece sculpture.

BACKGROUND

The Heritage Arts in Public Places Omni art piece by Artist, Dora De Larios was installed in 1993 on the 9700 block of Norwalk Blvd. fixed on the property of McMaster Carr Supply Company on the corner of Bell Ranch Dr. In April 2016, the Omni art piece was donated back to the City. Additionally, McMaster Carr paid for the removal and storage of the art piece due a facility renovation and construction project.

To maintain the rich cultural and history of the arts in Santa Fe Springs, the Heritage Arts Advisory Committee (HAAC) reviewed several locations as possible sites for the relocation and reinstallation of the Omni art piece. Proposed sites included:

- a. The Friendship Park on the Corner of Bartley and Telegraph Road
- b. Parkette on the Corner of Davenrich Street and Longworth Avenue
- c. Sculpture Garden (between the band wheel and fossil fountain)
- d. Soaring Dreams Plaza (lawn area south of Soaring Dream art pieces)

At their meeting on September 27, 2016, the HAAC voted unanimously and recommended that the Omni art piece sculpture be relocated to the Soaring Dreams Plaza lawn area.

The Mayor may call upon Ed Ramirez, Family & Human Services Manager to answer any questions the Council may have regarding the proposed relocation site.

FISCAL IMPACT

Based on the size and weight of the Omni art piece sculpture, a Structural Engineer is preparing a report and specifications for reinstallation. Based on these specifications, staff will solicit bids to reinstall the Omni sculpture at the site designated by the City Council. Prior to reinstallation, staff will report to the City Council the total cost of the project, including storage costs, Structural Engineer's fees, site modification costs, and contractor's reinstallation costs.

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

Thaddeus McCormack
City Manager

Attachment:

Proposed Site Layouts

The Omni

BY DORA DE LARIOS

Original Location

- 9700 Block Norwalk Blvd
(corner of Norwalk Blvd
and Bell Ranch)



Optional Relocation Sites

Option #1

Parkette (Davenrich St. & Longworth Ave)

- Omni Location



Optional Relocation Sites

Option #2
Friendship Park (Telegraph Rd. & Bartley Ave)



Optional Relocation Sites

Option #3 Sculpture Garden



Optional Relocation Sites

Option #4 Soaring Dreams Plaza Lawn Area (Pioneer Blvd.)





City of Santa Fe Springs

City Council Meeting

October 20, 2016

NEW BUSINESS

Request Approval to Overhaul the Engine in the Department of Fire-Rescue's 1958 Seagrave "Wheezer" Parade Fire Engine.

RECOMMENDATION

That the City Council authorize Southern California Fleet Services, Inc. to overhaul the Department of Fire-Rescue's 1958 Seagrave "Wheezer" Parade Fire Engine.

BACKGROUND

Early last year, Mayor Pro Tem Rounds inquired about the excessive amount of black smoke coming from the Wheezer's exhaust pipe that he observed while attending a function.

The Wheezer is one of the first fire engines purchased by the City of Santa Fe Springs when the fire department was established in 1958. When the fire engine was taken out of service in the early to mid-1970's, modifications to the hose bed was made to allow for the transport of city officials, employees and residents as a parade engine.

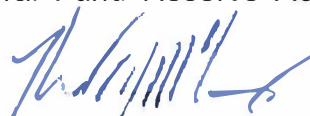
The Fire Chief is unaware of any major work being done to the engine since the City acquired it in 1958. The current odometer has been inoperable for over 30 years and currently shows 38,069 miles. The fire engine has been evaluated by the Department of Fire-Rescue's mechanics where it was determined the excessive black smoke was a result of worn pistons and rings causing oil to be burned in the cylinders along with diesel fuel.

The Fire Chief requested three (3) bids to overhaul the engine and a summary of the bids are as follows:

<u>Vendor</u>	<u>Amount</u>
Southern California Fleet Services, Inc.	\$11,457.33
Colton Truck Terminal Garage	\$13,713.38
Valley Power Systems	\$30,151.68

FISCAL IMPACT

Appropriate \$11,457.33 from the General Fund Reserve Account and transfer to 110-9005-4400 for payment.


Thaddeus McCormack
City Manager

ITEM NO. 14



City of Santa Fe Springs

City Council Meeting

October 20, 2016

Attachment(s)

1. Southern California Fleet Services, Inc. Bid
2. Wheezer Photos

Southern California Fleet Services, Inc.

2855 Sampson Ave Corona, Ca 92879

Date	Estimate #
9/14/2016	SANTAFEANTI

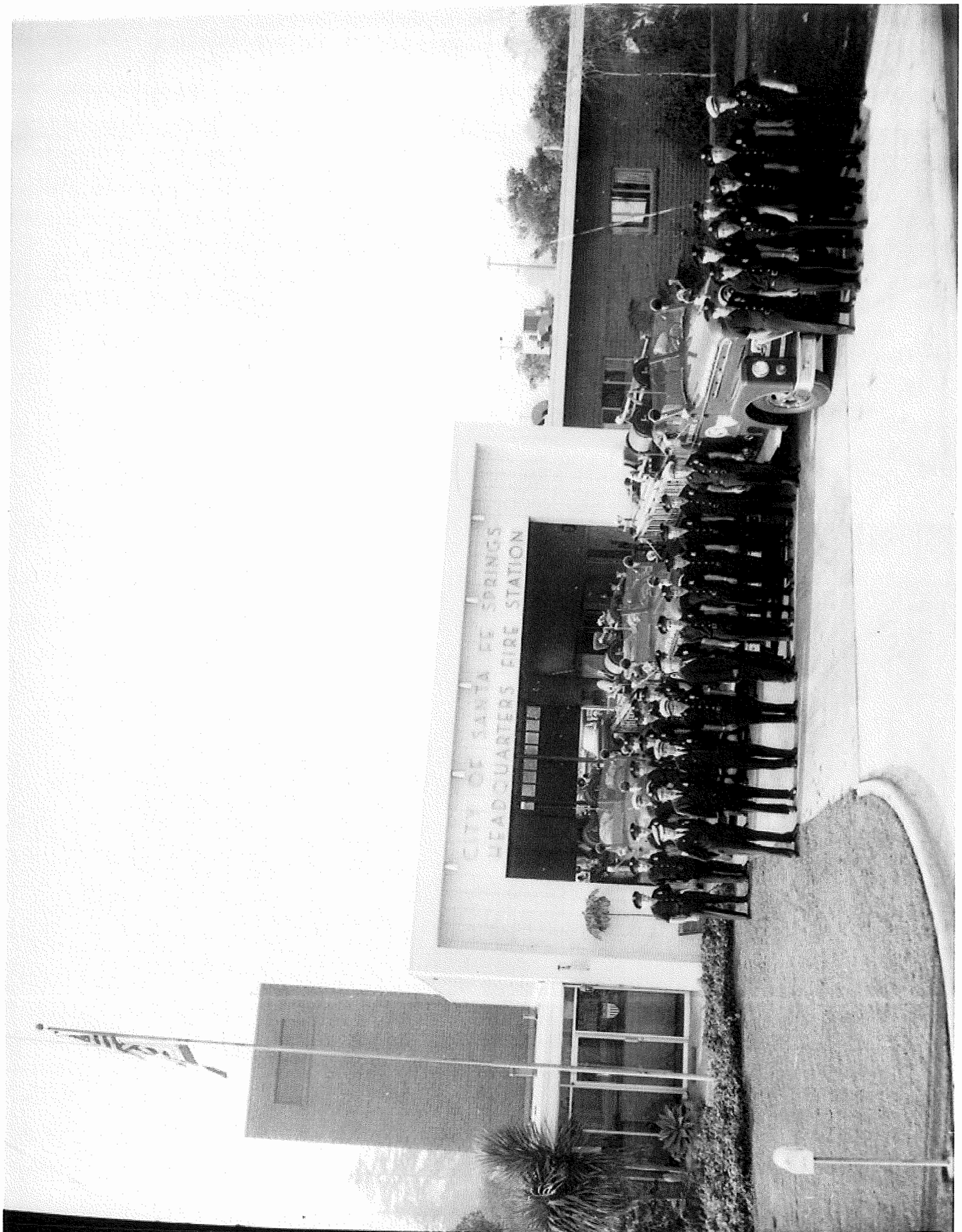
Name/Address
CITY OF SANTA FE SPRINGS Headquarter Fire Station 11300 Greenstone Ave. Santa Fe Springs, CA 90670-4619

P.O. No.	Account #	Truck #

Item	Description	Qty	Rate	Total
Santa Fe Irrigation...	Complete Inframe	65	88.00	5,720.00
Sublet Labor	Sublet Labor(HEADS)	2	856.25	1,712.50
	SUBTOTAL FOR LABOR			7,432.50
15/40 QT	Low Emissions Motor Oil QT	26	4.42	114.92T
Haz Waste	Hazardous Waste Disposal Fee	1	30.00	30.00
Misc	Misc parts	1	400.00	400.00T
COOLANT GR	COOLANT-GREEN	8	16.20	129.60T
61825198899	W16 CYL KIT	6	316.37	1,898.22T
61005197975	SHL SET STD	6	34.30	205.80T
30905198410	SHELL SET	4	39.42	157.68T
31005159353	WASHER	4	10.63	42.52T
100223512690	KIT ENG O/H	1	223.15	223.15T
20505124872	THERMOSTAT AS	2	108.93	217.86T
Shipping Charge	Shipping	1	300.00	300.00
	SUBTOTAL FOR PARTS			3,719.75
			Subtotal	\$11,152.25
			Sales Tax (9.0%)	\$305.08
			Total	\$11,457.33

Signature _____







NEW BUSINESS

Resolution No. 9527 - Consenting To The Inclusion Of Properties Within The Territory Of The City of Santa Fe Springs (the "City") In The CMFA Open PACE Program; Authorizing The CMFA To Accept Applications From Property Owners, Conduct Contractual Assessment Proceedings And Levy Contractual Assessments Within The City of Santa Fe Springs; Authorizing The City To Join CMFA; And Authorizing Related Actions

RECOMMENDATIONS

That the City Council:

- Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions;
- Authorizing the Mayor or City Manager or designee thereof to execute the Joint Exercise of Powers Agreement to join CMFA; and
- Authorizing the Mayor or City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

BACKGROUND:

The CMFA is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 200 municipalities have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity ("E3"), BlueFlame PACE Services and Structured Finance Associates, are offering PACE financing for residential and commercial property owners in its member territories. The CMFA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund the projects.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Property owners who participate in the program repay the loans through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the loan is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a long period of time while energy costs are simultaneously lower, which typically provides

the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners.

ANALYSIS OF THE JOINT EXERCISE OF POWERS AGREEMENT:

In order for the CMFA to have the authority to provide PACE financing in the City, it is necessary for the City to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by a designated signatory of the City.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement. There are no costs associated with membership in the CMFA.

ANALYSIS OF THE PACE PROGRAM:

Participation in this program can be a cost effective means of offering property owners the opportunity to make energy and water efficiency retrofits to their property and create new local jobs. Property owners will repay the financing as a charge on their property tax bill over a period of years.

The benefits to the property owner include:

- Competition: CMFA Open PACE currently provides two options to property owners: Energy Efficient Equity ("E3") and Structured Finance Associates. Property owners can shop for the best price and service through the availability of the PACE administrators.
- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, and water conservation improvements may not be available. Therefore, many property owners do not have options available to them to lower their utility bills.
- Savings: Renewable energy, energy efficiency, and water conservation improvements help lower utility bills.
- Payment obligation is tied to the property: The debt should not need to be repaid when the property is sold or transferred. The new owner assumes the obligation to repay the remaining balance with the property taxes.
- 100% Voluntary: Property owners choose to participate in the program at their own discretion.
- Repayment obligation matched to the useful life of the financed improvements: The length of the financing is based on the expected useful life of the improvements. Depending on the lender and the improvements, the term can range from five (5) years to thirty-nine (39) years.
- Prepayment options: Property owners can pay off the assessments at any time; however, there may be applicable prepayment penalties, and the program administrators review these terms with prospective participants.
- Improved quality of life: Residents benefit from improvements, such as more effective cooling provided by new air conditioning units and less outside noise when new double-paned windows are installed.

The benefits to the City include:

- Prequalified PACE Administrators: The CMFA's Board has pre-qualified the PACE administrators based on their business practices, qualifications, experience and capital commitment to the PACE market.
- Single Resolution: The City can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- No City Obligation: The City is not obligated to repay the bonds issued by CMFA or to pay the assessments levied on the participating properties. The City will not incur any cost or involvement, and there are no administrative responsibilities, marketing obligations, or financial exposures to the City.
- No City staff support required: The CMFA and its Program Administrators handle all assessment administration, bond issuance and bond administration functions.
- Increase in local jobs: Property improvements provide local job opportunities.
- Increased City Revenue: Property improvements result in an increase in sales and property tax revenue to the City.

The proposed Resolution authorizes the CMFA to accept applications from owners of property within our territory for municipal financing of authorized improvements through the CMFA Program. It also authorizes The CMFA to conduct assessment proceedings and levy assessments against the property of participating owners within the incorporated territory of the City.

FISCAL IMPACT:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the PACE Programs.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that that a portion of the issuance fee (25%) will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. A similar amount will be donated by the CMFA to a non-profit organization in the City. The City has the option of specifying a non-profit organization that will receive the donation

INFRASTRUCTURE IMPACT:

This action will not have impacts on City infrastructure.



Thaddeus J. McCormack
City Manager

Attachments:

- Resolution No. 9527
- CMFA Joint Exercise of Powers Agreement

RESOLUTION NO. 9527

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY; CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California (the "Members"), formed pursuant to a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") for the purpose of promoting economic, cultural and community development and in order to exercise any powers common to its Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, City of Santa Fe Springs (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, BlueFlame PACE Services and Structured Finance and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs as follows:

Section 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the Mayor, City Manager, or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such clerk's designee is hereby authorized and directed to attest thereto.

Section 3. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 4. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the Mayor or City Manager of the City from time to time,

are hereby designated as the contact persons for the Authority in connection with the Programs:
_____ [specify name of position].

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 7. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 8. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at:

Travis Cooper
California Municipal Finance Authority
2111 Palomar Airport Road, Suite 320
Carlsbad, California 92011

ADOPTED by the City Council of the City of Santa Fe Springs at an adjourned meeting of the City Council held on the 20th day of October, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTAIN:

Richard J. Moore, MAYOR

ATTEST:

Janet Martinez, CITY CLERK

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said

Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the

Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal

of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Santa Fe Springs has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2016.

Member:

CITY OF SANTA FE SPRINGS

By _____
Name:
Title:

ATTEST:

Clerk



City of Santa Fe Springs

City Council Meeting

October 20, 2016

NEW BUSINESS

Resolution No. 9530 Reaffirming the City's Opposition to Los Angeles County Metropolitan Transportation Authority (MTA) Measure M

RECOMMENDATION

That the City Council adopt Resolution No. 9530 Reaffirming the City's Opposition to MTA's Measure M

BACKGROUND

Measure M is a transportation tax and spending plan brought forward by the Los Angeles County Metropolitan Transportation Authority (MTA) and placed on the November 2016 ballot by the County Board of Supervisors. On July 14, 2016 the City Council adopted a resolution in opposition to Measure M (then the Proposed Ballot Measure known as Measure R2). At that time the Council appropriated monies to help fund a non-advocacy, educational outreach effort in conjunction with the Gateway Cities Council of Governments. The Gateway Cities Council of Government, of which the City of Santa Fe Springs is a member, previously voted to oppose Measure M and has recently re-affirmed its opposition by a vote of its Board of Directors. The Gateway COG's website indicates that the Gateway Cities Council of Governments adopted a resolution opposing Measure M because "while MTA's spending plan includes projects throughout LA County, projects of critical importance to the southeast region have been given lower priority than projects in more affluent parts of the county and will not be completed for decades. Because Measure M would double the transportation sales tax rate approved by voters in 2008 and have no expiration date, and because Measure M sets county transportation priorities for the next 40 years, the Gateway Cities Council of Governments believes voters must have full information about the timetable and effects of this measure before voting." The South Bay Cities Council of Governments has taken a position against the Measure and will be reviewing its position in the coming weeks.

Although the City of Santa Fe Springs has taken a position against the transportation measure and is a member-city of the Gateway Cities Council of Governments (who has also taken a position against the measure), because the City of Santa Fe Springs' independent action to oppose the measure was taken before Measure M was given its letter designation (i.e. the July 14 Council Resolution references the Proposed Ballot Measure and not "Measure M" specifically), it is recommended that the City Council affirm its Opposition to the Measure, with specific reference to "Measure M."


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

October 20, 2016

Attachments:

Resolution 9530

July 14, 2016 Agenda Report

Measure M Ballot Text

Frequently Asked Questions

Measure M Project Maps

RESOLUTION NO. 9530

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA FE SPRINGS REAFFIRMING OPPOSITION TO LOS
ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY MEASURE M**

WHEREAS, On November 7, 2016, voters will be asked to consider Metropolitan Transportation Authority (MTA) Measure M; and

WHEREAS, Measure M will double the transportation sales tax rate approved by voters in 2008 and make the tax permanent; and

WHEREAS, a survey commissioned by the Gateway Cities Council of Governments showed that 58% of respondents support Measure M after hearing factual information on the Measure; and

WHEREAS, Measure M requires a two-thirds approval vote to pass; and

WHEREAS, the Gateway Cities Council of Government survey found that the public is concerned about the fact that Measure M is a permanent tax with no end date; and

WHEREAS, the Gateway Cities and South Bay Councils of Governments, representing more than 40 cities collectively, have opposed Measure M because transportation projects to blue collar communities will be postponed while projects to far more affluent communities will be first in line to receive money, projects that would address traffic issues in the Southeast and South Bay regions will not be completed for decades, and because of overall concerns about the unfair allocation of funds; and

WHEREAS, under Measure M, over \$13 Million is projected to be collected annually from Santa Fe Springs taxpayers, but based on the approved allocation plan Santa Fe Springs will receive only \$240,000 per year from that tax collected, to use for projects in Santa Fe Springs such as maintenance of streets and related infrastructure.

WHEREAS, the Santa Fe Springs City Council previously adopted a Resolution to Measure M's Expenditure Plan on July 14, 2016 prior to the measure being given its letter designation (i.e., Measure M).

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

SECTION 1. The City Council hereby declares its opposition to Los Angeles County Metropolitan Transportation Authority Measure M.

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

sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 20TH DAY OF OCTOBER, 2016.

Mayor

ATTEST:

City Clerk



City of Santa Fe Springs

City Council Meeting

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

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 2nd and 3rd 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:

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

Section 2. 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

By: _____
Richard J. Moore, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

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1 Metropolitan Transportation Authority (Measure R).

2
3 SECTION 3. DEFINITIONS

4 The following terms, whenever used in this Ordinance, shall have the meanings set forth below:

5 "Active Transportation" means projects that encourage, promote, or facilitate
6 environments that promote walking, bicycling, rolling modes, or transit use.

7 "ADA Paratransit" means paratransit service for the disabled as provided for by the
8 Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).

9 "Board of Equalization" means the California State Board of Equalization.

10 "Capital" means any project or program described in Attachment A that qualifies as a
11 capital improvement expenditure.

12 "Capital Improvement Expenditures" means expenditures for the purpose of acquiring,
13 upgrading, or maintaining transportation physical assets such as property, transportation
14 facilities, rail improvements, highways, or equipment, so long as any such expenditures for
15 maintenance substantially extend the useful life of the project. This also includes any physical
16 improvement and any preliminary studies, design, or surveys relative thereto, including, but
17 not limited to, any property of a permanent nature and equipment needed in connection with
18 such improvements.

19 "Complete Streets" means a comprehensive, integrated transportation network with
20 infrastructure and design that allows safe and convenient travel along and across streets for
21 all users, including pedestrians, users and operators of public transit, bicyclists, persons with
22 disabilities, seniors, children, motorists, users of green modes, and movers of commercial
23 goods.

24 "Expected Opening Date" means the date that a project is expected to be open for use
25 by the public, which is expressed as the first year of a three-year range. With respect to
26 programs, the expected opening date is the last year in which funds are anticipated to be
27 made available for use on the projects that comprise the program.

28 "Expenditure Plan" means that expenditure plan which is attached hereto as
29 Attachment A.

30 "First/Last Mile" means infrastructure, systems, and modes of travel used by transit
31 riders to start or end their transit trips. This includes but is not limited to infrastructure for
32 walking, rolling, and biking (e.g. bike lanes, bike parking, sidewalks, and crosswalks), shared
33 use services (e.g. bike share and car share), facilities for making modal connections (e.g. kiss

1 and ride and bus/rail interface), signage and way-finding, and information and technology that
2 eases travel (e.g. information kiosks and mobile apps).

3 "Green Streets" means urban transportation rights-of-way integrated with storm water
4 treatment techniques that use natural processes and landscaping and quantitatively
5 demonstrate that they capture and treat storm water runoff from their tributary watershed
6 through infiltration or other means and are included within the respective Enhanced
7 Watershed Management Plan.

8 "Gross Sales Tax" means the amount of Sales Tax collected by the Board of
9 Equalization pursuant to this Ordinance.

10 "Groundbreaking Start Date" means the first year of a three-year period by which the
11 applicable project sponsor is expected to award a construction contract enabling the
12 beginning of construction. In alternative project delivery methods, such as design-build and
13 public-private partnership contracts, it means the start of the actual construction phase or
14 phases of the project.

15 "Highway Construction" means a capital only project or program that includes all
16 environmental, design, and construction work in public highway and street rights-of-way. This
17 includes Complete Streets, Green Streets, and active transportation improvements such as
18 bikeways and pedestrian improvements.

19 "Interest" means interest and other earnings on cash balances.

20 "Local Return" means funds returned to the cities within Los Angeles and Los Angeles
21 County, based on population, for eligible transportation-related uses as defined by the Local
22 Return Guidelines to be developed in coordination with such cities and Los Angeles County
23 and adopted by the Metro Board of Directors. Funds will be eligible for communities'
24 transportation needs, including transit, streets and roads, storm drains, Green Streets, Active
25 Transportation Projects, Complete Streets, public transit access to recreational facilities,
26 Transit Oriented Community Investments, and other unmet transit needs.

27 "Measure R" means Ordinance No. 08-01, including the attached expenditure plan, of
28 the Los Angeles County Metropolitan Transportation Authority, as adopted by the Metro Board
29 of Directors on July 24, 2008.

30 "Measure R Projects" means those projects and programs identified in the expenditure
31 plan attached to Ordinance No. 08-01.

32 "Metro" means the Los Angeles County Metropolitan Transportation Authority or any
33 successor entity.

1 SECTION 5. IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX

2 a. Subject to the limits imposed by this Ordinance, Metro hereby imposes, in the
3 incorporated and unincorporated territory of Los Angeles County, a Transactions and Use tax
4 at the rate of one-half of one percent (.5%) beginning on the first day of the first calendar
5 quarter commencing not less than 180 days after the adoption of this Ordinance by the voters.
6 The rate of this tax shall increase to one percent (1.0%) on July 1, 2039 immediately upon the
7 expiration of the .5% tax imposed by Ordinance No. 08-01 of the Los Angeles County
8 Metropolitan Transportation Authority (Measure R).

9 b. This Transactions and Use tax shall be in addition to any other taxes
10 authorized by law, including any existing or future state or local Transactions and Use tax.
11 The imposition, administration, and collection of the tax shall be in accordance with all
12 applicable statutes, laws, and rules and regulations prescribed and adopted by the Board of
13 Equalization.

14 c. Pursuant to Section 130350.7(h) of the Public Utilities Code, the tax rate
15 authorized by this section shall not be considered for purposes of the combined rate limit
16 established by Section 7251.1 of the Revenue and Taxation Code.

17 d. Pursuant to the provisions of Section 7262.2 of the Revenue and Taxation
18 Code, the required provisions of Sections 7261 and 7262 of that Code as now in effect or as
19 later amended are adopted by reference in this Ordinance.

20 e. This Ordinance incorporates provisions identical to those of the Sales and Use
21 Tax Law of the State of California insofar as those provisions are not inconsistent with the
22 requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation
23 Code.

24 f. The Transactions and Use tax shall be administered and collected by the
25 Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the
26 least possible deviation from, the existing statutory and administrative procedures followed by
27 the Board of Equalization in administering and collecting the California State Sales and Use
28 Taxes.

29 g. This Transactions and Use tax shall be administered in a manner that will be,
30 to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the
31 Revenue and Taxation Code, minimizes the cost of collecting the transactions and use taxes,
32 and at the same time, minimizes the burden of record keeping upon persons subject to
33 taxation under the provisions of this Ordinance.

1 SECTION 6. ADMINISTRATION BY BOARD OF EQUALIZATION

2 a. CONTRACT WITH STATE. Prior to the operative date, Metro shall contract with
3 the Board of Equalization to perform all functions incident to the administration and operation of
4 this Ordinance; provided, that if Metro shall not have contracted with the Board of Equalization
5 prior to the operative date, it shall nevertheless so contract and in such a case the operative
6 date shall be the first day of the first calendar quarter following the execution of such a contract.

7 b. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal
8 property at retail, a tax is hereby imposed upon all retailers in the incorporated and
9 unincorporated territory of Los Angeles County at the rate of one half of one percent (.5%) of the
10 gross receipts of any retailer from the sale of all tangible personal property sold at retail in said
11 territory on and after the operative date of this Ordinance. The rate of this tax shall increase to
12 one percent (1.0%) of the gross receipts on July 1, 2039 immediately upon the expiration of the
13 .5% tax imposed by Ordinance No. 08-01 of the Los Angeles County Metropolitan
14 Transportation Authority (Measure R).

15 c. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are
16 consummated at the place of business of the retailer unless the tangible personal property sold
17 is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for
18 delivery to an out-of-state destination. The gross receipts from such sales shall include delivery
19 charges, when such charges are subject to the state sales and use tax, regardless of the place
20 to which delivery is made. In the event a retailer has no permanent place of business in the
21 State or has more than one place of business, the place or places at which the retail sales are
22 consummated shall be determined under rules and regulations to be prescribed and adopted by
23 the Board of Equalization.

24 d. USE TAX RATE. An excise tax is hereby imposed on the storage, use, or other
25 consumption in Los Angeles County of tangible personal property purchased from any retailer
26 on and after the operative date of this Ordinance for storage, use, or other consumption in Los
27 Angeles County at the rate of one half of one percent (.5%) of the sales price of the property.
28 The rate of this tax shall increase to one percent (1.0%) of the sales price of the property on
29 July 1, 2039 immediately upon the expiration of the .5% tax imposed by Ordinance No. 08-01 of
30 the Los Angeles County Metropolitan Transportation Authority (Measure R). The sales price
31 shall include delivery charges when such charges are subject to state sales or use tax
32 regardless of the place to which delivery is made.

33 e. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in
34 this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of

1 Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with
2 Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a
3 part of this Ordinance as though fully set forth herein.

4 f. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE
5 TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

6 1. Wherever the State of California is named or referred to as the taxing
7 agency, the name of Metro shall be substituted therefor. However, the substitution shall not be
8 made when:

9 A. The word "State" is used as a part of the title of the State
10 Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board
11 of Equalization, State Treasury, or the Constitution of the State of California;

12 B. The result of that substitution would require action to be taken by
13 or against Metro or any agency, officer, or employee thereof rather than by or against the Board
14 of Equalization, in performing the functions incident to the administration or operation of this
15 Ordinance.

16 C. In those sections, including, but not necessarily limited to sections
17 referring to the exterior boundaries of the State of California, where the result of the substitution
18 would be to:

19 i. Provide an exemption from this Sales Tax with respect to
20 certain sales, storage, use, or other consumption of tangible personal property which would not
21 otherwise be exempt from this Sales Tax while such sales, storage, use, or other consumption
22 remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue
23 and Taxation Code; or

24 ii. Impose this Sales Tax with respect to certain sales,
25 storage, use, or other consumption of tangible personal property that would not be subject to
26 this Sales Tax by the state under the said provision of that code.

27 D. In Sections 6701, 6702 (except in the last sentence thereof),
28 6711, 6715, 6737, 6797, or 6828 of the Revenue and Taxation Code.

29 2. The phrase "Los Angeles County" shall be substituted for the words "this
30 state" in the phrase "retailer engaged in business in this state" in Section 6203 and in the
31 definition of that phrase in Section 6203 of the Revenue and Taxation Code.

32 g. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer
33 under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall
34 not be required by this Ordinance.

1 h. EXEMPTIONS AND EXCLUSIONS.

2 1. There shall be excluded from the measure of the transactions tax and the
3 use tax the amount of any sales tax or use tax imposed by the State of California or by any city,
4 city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law
5 or the amount of any state-administered transactions or use tax.

6 2. There are exempted from the computation of the amount of transactions
7 tax the gross receipts from:

8 A. Sales of tangible personal property, other than fuel or petroleum
9 products, to operators of aircraft to be used or consumed principally outside the County in which
10 the sale is made and directly and exclusively in the use of such aircraft as common carriers of
11 persons or property under the authority of the laws of this State, the United States, or any
12 foreign government.

13 B. Sales of property to be used outside Los Angeles County which is
14 shipped to a point outside Los Angeles County, pursuant to the contract of sale, by delivery to
15 such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a
16 consignee at such point. For the purposes of this paragraph, delivery to a point outside Los
17 Angeles County shall be satisfied:

18 i. With respect to vehicles (other than commercial vehicles)
19 subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of
20 the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code,
21 and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of
22 the Vehicle Code by registration to an address outside Los Angeles County and by a declaration
23 under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her
24 principal place of residence; and

25 ii. With respect to commercial vehicles, by registration to a
26 place of business outside Los Angeles County and declaration under penalty of perjury, signed
27 by the buyer, that the vehicle will be operated from that address.

28 C. The sale of tangible personal property if the seller is obligated to
29 furnish the property for a fixed price pursuant to a contract entered into prior to the operative
30 date of this Ordinance.

31 D. A lease of tangible personal property which is a continuing sale of
32 such property, for any period of time for which the lessor is obligated to lease the property for an
33 amount fixed by the lease prior to the operative date of this Ordinance.

1 E. For the purposes of subparagraphs (C) and (D) of this section, the
2 sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a
3 contract or lease for any period of time for which any party to the contract or lease has the
4 unconditional right to terminate the contract or lease upon notice, whether or not such right is
5 exercised.

6 3. There are exempted from the use tax imposed by this Ordinance, the
7 storage, use, or other consumption in Los Angeles County of tangible personal property:

8 A. The gross receipts from the sale of which have been subject to a
9 transactions tax under any state-administered transactions and use tax ordinance.

10 B. Other than fuel or petroleum products purchased by operators of
11 aircraft and used or consumed by such operators directly and exclusively in the use of such
12 aircraft as common carriers of persons or property for hire or compensation under a certificate
13 of public convenience and necessity issued pursuant to the laws of this State, the United States,
14 or any foreign government. This exemption is in addition to the exemptions provided in
15 Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

16 C. If the purchaser is obligated to purchase the property for a fixed
17 price pursuant to a contract entered into prior to the operative date of this Ordinance.

18 D. If the possession of, or the exercise of any right or power over, the
19 tangible personal property arises under a lease which is a continuing purchase of such property
20 for any period of time for which the lessee is obligated to lease the property for an amount fixed
21 by a lease prior to the operative date of this Ordinance.

22 E. For the purposes of subparagraphs (C) and (D) of this section,
23 storage, use, or other consumption, or possession of, or exercise of any right or power over,
24 tangible personal property shall be deemed not to be obligated pursuant to a contract or lease
25 for any period of time for which any party to the contract or lease has the unconditional right to
26 terminate the contract or lease upon notice, whether or not such right is exercised.

27 F. Except as provided in subparagraph (G), a retailer engaged in
28 business in Los Angeles County shall not be required to collect use tax from the purchaser of
29 tangible personal property, unless the retailer ships or delivers the property into the County or
30 participates within the County in making the sale of the property, including, but not limited to,
31 soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer
32 in County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the
33 County under the authority of the retailer.

1 G. “A retailer engaged in business in Los Angeles County” shall also
2 include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1
3 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in
4 compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered
5 under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be
6 required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or
7 aircraft at an address in Los Angeles County.

8 4. Any person subject to use tax under this Ordinance may credit against
9 that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or
10 retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and
11 Taxation Code with respect to the sale to the person of the property the storage, use, or other
12 consumption of which is subject to the use tax.

13 i. AMENDMENTS. All amendments subsequent to the effective date of this
14 Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use
15 taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and
16 Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and
17 Taxation Code, shall automatically become a part of this Ordinance, provided however, that no
18 such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

19 j. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or
20 other legal or equitable process shall issue in any suit, action, or proceeding in any court
21 against the State or Metro, or against any officer of the State or Metro, to prevent or enjoin the
22 collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code,
23 of any tax or any amount of tax required to be collected.

24 25 SECTION 7. USE OF REVENUES

26 a. All Net Revenues generated from the Sales Tax imposed pursuant to this
27 Ordinance plus any Interest, less any funds necessary for satisfaction of debt service and
28 related requirements of all bonds issued and obligations incurred pursuant to this Ordinance
29 that are not satisfied out of separate allocations, shall be allocated solely for the transportation
30 purposes described in this Ordinance.

31 b. Metro shall establish and administer a sales tax revenue fund and such
32 subfunds as established in this Ordinance. All Net Revenues and Interest on Sales Tax
33 Revenues shall be credited into the sales tax revenue fund and credited to the appropriate
34 subfunds and programs in accordance with the percentages in the column entitled “% of Sales

1 Tax (net of Admin)" on page 1 of Attachment A. All sums in the sales tax revenue fund shall
2 be expended by Metro for the projects and programs described in Attachment A. Metro may
3 expend additional funds from sources other than the Sales Tax imposed pursuant to this
4 Ordinance on the projects and programs described in Attachment A.

5 1. Metro shall establish the following subfunds of the sales tax revenue
6 fund:

7 A. Transit Operating and Maintenance Subfund, for Metro Rail
8 Operations program funds, Transit Operations (Metro and Municipal Providers) program funds,
9 ADA Paratransit for the disabled and Metro discounts for seniors and students program funds.

10 i. Metro Rail Operations program funds are eligible to be
11 used for Metro Rail State of Good Repair.

12 ii. Transit Operations program funds are eligible to be used
13 for Metro State of Good Repair.

14 B. Transit, First/Last Mile (Capital) Subfund, for Transit Construction
15 (including System Connectivity Projects – Airports, Union Station, and Countywide BRT)
16 program funds and Metro State of Good Repair program funds. This subfund shall include a
17 Transit Contingency Subfund.

18 i. Transit Contingency Subfund. All Net Revenues allocated
19 to the Transit, First/Last Mile (Capital) Subfund, except those allocated to Metro State of Good
20 Repair, that are not assigned to a specific project or program coded "T" in the "modal code"
21 column of Attachment A shall be credited to the Transit Contingency Subfund.

22 C. Highway, Active Transportation, Complete Streets (Capital)
23 Subfund, for Highway Construction (including System Connectivity Projects – Ports, Highway
24 Congestion Programs and Goods Movement) program funds and Metro Active Transportation
25 (Bicycle, Pedestrian, Complete Streets) program funds. This subfund shall include a Highway
26 Contingency Subfund.

27 i. Highway Contingency Subfund. All Net Revenues
28 allocated to the Highway, Active Transportation, Complete Streets (Capital) Subfund, except
29 those allocated to Metro Active Transportation Program, that are not assigned to a specific
30 highway capital project or program coded "H" in the "modal code" column of Attachment A shall
31 be credited to the Highway Contingency Subfund.

32 D. Local Return/Regional Rail Subfund, for Local Return program
33 funds and Regional Rail program funds.

34 2. For each project identified in the "Expenditure Plan Major Projects"

1 section of Attachment A, Metro shall expend the amount of Net Revenues specified in the
2 column entitled "Measure __ Funding 2015\$" for each project. Such expenditures shall
3 commence in the fiscal year identified in the column "Groundbreaking Start Date," or in the
4 subsequent two fiscal years, except that expenditures for preconstruction costs may commence
5 sooner.

6 A. Metro may expend funds from the Contingency Subfunds for
7 inflation adjustments for any project identified in the "Expenditure Plan Major Projects" section
8 of Attachment A if less than two-thirds (2/3) of the amount allocated in the "Measure __
9 Funding 2015\$" column has been expended prior to the first day of Fiscal Year 2027. Such
10 expenditures shall be deducted from the Highway Contingency Subfund if the project is coded
11 "H" in the "modal code" column of Attachment A or from the Transit Contingency Subfund if
12 the project is coded "T" in the "modal code" column of Attachment A. Such expenditures shall
13 not exceed the actual amount of inflation since 2015 as determined by an index selected by
14 the Metro Board of Directors.

15 3. For each program identified in the "Multi-Year Subregional Programs"
16 section of Attachment A, Metro shall expend the amount of Net Revenues specified in the
17 column entitled "Measure __ Funding 2015\$" for each program. Such expenditures shall
18 commence in the fiscal year identified in the column "Groundbreaking Start Date," or in the
19 subsequent two fiscal years, except that expenditures for preconstruction costs may
20 commence sooner.

21 A. Metro may expend funds from the Contingency Subfunds for
22 inflation adjustments for any project identified in the "Multi-Year Subregional Programs"
23 section of Attachment A beginning in Fiscal Year 2027. Such expenditures shall be deducted
24 from the Highway Contingency Subfund if the project is coded "H" in the "modal code" column
25 of Attachment A or from the Transit Contingency Subfund if the project is coded "T" in the
26 "modal code" column of Attachment A. Such expenditures shall not exceed the actual amount
27 of inflation since 2015 as determined by an index selected by the Metro Board of Directors.

28 4. Metro shall expend funds allocated to the Contingency Subfunds, to the
29 extent necessary, to service the debt of any bonds issued or other obligations incurred
30 pursuant to Section 12 of this Ordinance.

31 5. Metro may expend funds from the Contingency Subfunds for
32 Expenditure Plan Major Projects or Multi-Year Subregional Programs in any fiscal year in
33 which Net Revenues received are not sufficient to meet Metro's funding obligations for that
34 year for such projects.

1 6. No earlier than July 1, 2039, the Metro Board of Directors shall increase
2 the percentage of Net Revenues allocated to the Regional Rail program of the Local Return
3 and Regional Rail Subfund from one percent (1%) to two percent (2%) provided that the
4 recipient(s) satisfy certain performance criteria, which shall be adopted by the Metro Board of
5 Directors. Any such increase in Net Revenues allocated to Regional Rail shall be offset by
6 corresponding reductions in Net Revenues allocated to either the Transit, First/Last Mile
7 (Capital) Subfund or Highway, Active Transportation, Complete Streets (Capital) Subfund, or
8 both. No reduction shall delay any projects in Attachment A.

9 7. On July 1, 2039, the percentage of Net Revenues allocated to the Local
10 Return program shall increase by three percent of Net Revenues. The Metro Board of
11 Directors shall make corresponding reductions to either the Transit Construction or Highway
12 Construction programs, or both. No reduction shall delay any projects in Attachment A.

13 c. The Metro Board of Directors shall adopt guidelines regarding Multi-Year
14 Subregional Programs identified in Attachment A. The guidelines shall, at minimum, specify
15 definitions of active transportation, first/last mile, visionary seed project studies, street car and
16 circulator projects, greenway projects, mobility hubs, highway efficiency and operational
17 improvement projects, bus system improvements, highway demand-based programs (such as
18 high occupancy vehicle extensions and connections), transit capital projects, transportation
19 system and mobility improvements, bus rapid transit capital improvements, safe route to
20 schools, multi-modal connectivity projects, arterial street improvements, freeway interchange
21 improvements, goods movement improvements, highway and transit noise mitigations,
22 intelligent transportation systems, transportation technology improvements, streetscape
23 enhancements and Great Streets, public transit state of good repair, and traffic congestion
24 relief improvements.

25 d. Metro may enter into an agreement with the Board of Equalization to transfer
26 Sales Tax Revenues directly to a bond trustee or similar fiduciary, in order to provide for the
27 timely payment of debt service and related obligations, prior to Metro's receipt and deposit of
28 such Sales Tax Revenues into the sales tax revenue fund; provided, however, that such
29 payments of debt service and related obligations shall be allocated to the appropriate subfund
30 consistent with the expenditure of the proceeds of the corresponding debt.

31 e. Metro shall include the projects and programs in Attachment A in the Long
32 Range Transportation Plan within one year of the date the Ordinance takes effect. The revised
33 and updated Long Range Transportation Plan shall also include capital projects and capital
34 programs that are adopted by each subregion that are submitted to Metro for inclusion in the

1 revised and updated Long Range Transportation Plan, if the cost and schedule details are
2 provided by the subregions, in a manner consistent with the requirements of the plan.

3 f. Three percent (3%) of the total project cost of any Expenditure Plan Major
4 Project coded "T" in Attachment A shall be paid by each incorporated city within Los Angeles
5 County, and Los Angeles County for those projects in unincorporated areas, based upon the
6 percent of project total centerline track miles to be constructed within that jurisdiction's borders if
7 one (1) or more stations are to be constructed within the borders of said jurisdiction. An
8 agreement approved by both Metro and the governing board of the jurisdiction shall specify the
9 total project cost determined at the conclusion of thirty percent (30%) completion of final design
10 (which shall not be subject to future cost increases), the amount to be paid, and a schedule of
11 payments. If the total project cost estimate is reduced after the conclusion of thirty percent
12 (30%) completion of final design, the proportionate cost to the jurisdiction shall be reduced
13 accordingly. The jurisdiction may request a betterment for a project. The jurisdiction, however,
14 shall incur the full cost of any such betterment. Such agreements shall be in accordance with
15 guidelines adopted by the Metro Board of Directors.

16 1. If no agreement is entered into and approved prior to the award of
17 any contract authorizing the construction of the project within the borders of the jurisdiction, or if
18 at any time the local jurisdiction is in default of any sums due pursuant to the approved
19 agreement, all funds contained in the Local Return/Regional Rail Subfund allocated to that
20 jurisdiction may, at Metro's sole discretion, be withheld for not longer than fifteen (15) years and
21 used to pay for the project until the three percent (3%) threshold is met.

22 g. Once every ten (10) years, beginning in Fiscal Year 2027, Metro shall conduct
23 a comprehensive assessment of each project and program identified in Attachment A as an
24 "Expenditure Plan Major Project" or "Multi-Year Subregional Program." This assessment shall
25 determine which projects or programs are either completed, or anticipated to be completed
26 during the next ten-year period. The Measure __ Independent Taxpayer Oversight Committee
27 of Metro, established pursuant to Section 8, shall review and comment on the assessment.
28 Metro shall also conduct a public review prior to the assessment's approval. Upon approval of
29 this assessment by a two-thirds vote, the Metro Board of Directors may:

30 1. Add "Expenditure Plan Major Projects" and "Multi-Year Subregional
31 Programs" to the Expenditure Plan by a two-thirds (2/3) vote so long as such additions do not
32 delay the Groundbreaking Start Date, Expected Opening Date, or amount of "Measure __
33 Funding 2015\$" of any other "Expenditure Plan Major Project" or "Multi-Year Subregional

1 Program." No "Expenditure Plan Major Projects" or "Multi-Year Subregional Programs" may
2 be added to the Expenditure Plan except through the decennial process described herein.

3 A. Should an "Expenditure Plan Major Project" or "Multi-Year
4 Subregional Program", except for those coded "sc" in the "subregion" column of Attachment A,
5 be completed without the expenditure of all Net Revenues allocated to that project or program
6 in Attachment A, the surplus Net Revenues shall be expended on projects or programs in the
7 same subregion as the project or program so completed. The Metro Board of Directors shall
8 determine by a two-thirds (2/3) vote whether a project or program is complete.

9 B. Should an "Expenditure Plan Major Project" or "Multi-Year
10 Subregional Program" coded "sc" in the "subregion" column of Attachment A be completed
11 without the expenditure of all Net Revenues allocated to that project or program in Attachment
12 A, the surplus Net Revenues shall be expended on another "Expenditure Plan Major Project"
13 or "Multi-Year Subregional Program" coded "sc" in the "subregion" column of Attachment A.
14 The Metro Board of Directors shall determine by a two-thirds (2/3) vote whether a project or
15 program is complete.

16 2. Adopt an amendment to transfer Net Revenues between the Transit,
17 First/Last Mile (Capital) Subfund and the Highway, Active Transportation, Complete Streets
18 (Capital) Subfund pursuant to Section 11(c). No such amendment shall be adopted except
19 through the decennial process described herein.

20 3. Adopt an amendment to Attachment B pursuant to Section 11(a). No
21 such amendment shall be adopted except through the decennial process described herein
22 provided, however, the Metro Board of Directors shall not adopt an amendment to Attachment
23 B prior to the comprehensive assessment in Fiscal Year 2047.

24 h. No Net Revenues generated from the Sales Tax shall be expended on the
25 State Route 710 North Gap Closure Project.

26 i. Notwithstanding any other provision of this Ordinance, no recipient of Local
27 Return program funds may expend more than thirty-three and one-third percent (33⅓ %) of
28 total funds received in any fiscal year on Green Streets.

30 SECTION 8. OVERSIGHT

31 a. There is hereby established a Measure __ Independent Taxpayer Oversight
32 Committee of Metro ("Committee") to provide an enhanced level of accountability for
33 expenditures of sales tax revenues made under the Expenditure Plan. The Committee shall

1 meet at least four (4) times each year to carry out the purposes of this Ordinance. The
2 Committee reports directly to the Metro Board of Directors and the public.

3 b. It is the intent that the Committee will assist Metro and take advantage of
4 changing situations in the future with regard to technologies and transportation developments.
5 Therefore, the provisions contained in this Ordinance are based on a 2016 perspective and are
6 not meant to be unduly restrictive on the Committee's and Metro's roles and responsibilities.

7 c. Committee Membership. The Committee Members established for oversight
8 shall carry out the responsibilities laid out in this Ordinance and play a valuable and constructive
9 role in the ongoing improvement and enhancement of this Ordinance.

10 1. As such, the Committee Members shall be comprised of seven (7)
11 voting members representing the following professions or areas of expertise:

12 A. A retired Federal or State judge

13 B. A professional from the field of municipal/public finance and/or
14 budgeting with a minimum of ten (10) years of relevant experience

15 C. A transit professional with a minimum of ten (10) years of
16 experience in senior-level decision making in transit operations and labor practices

17 D. A professional with a minimum of ten (10) years of experience in
18 management and administration of financial policies, performance measurements, and reviews

19 E. A professional with demonstrated experience of ten (10) years or
20 more in the management of large-scale construction projects

21 F. A licensed architect or engineer with appropriate credentials in the
22 field of transportation project design or construction and a minimum of ten (10) years of relevant
23 experience

24 G. A regional association of businesses representative with at least
25 ten (10) years of senior-level decision making experience in the private sector

26 2. The intent is to have one member representing each of the specified
27 areas of expertise. If, however, after a good faith effort, qualified individuals have not been
28 identified for one (1) or more of the areas of expertise, then no more than two (2) members from
29 one (1) or more of the remaining areas of expertise may be selected.

30 3. The members of the Committee must reside in Los Angeles County and
31 be subject to conflict of interest provisions. No person currently serving as an elected or
32 appointed city, county, special district, state, or federal public officeholder shall be eligible to
33 serve as a member of the Committee.

34 d. Conflict of Interest. The Committee members shall be subject to Metro's conflict

1 of interest policies. The members shall have no legal action pending against Metro and are
2 prohibited from acting in any commercial activity directly or indirectly involving Metro, such as
3 being a consultant to Metro or to any party with pending legal actions against Metro during their
4 tenure on this Committee. Committee members shall not have direct commercial interest or
5 employment with any public or private entity, which receives sales tax funds authorized by this
6 Ordinance.

7 e. Committee Membership Selection Panel. The Selection Panel ("Panel") shall
8 select for approval the Oversight Committee Members, who will be responsible for performing
9 the responsibilities under this Ordinance. The Panel will be comprised of three (3) persons,
10 each of whom shall be members of the Metro Board of Directors, or their designee.

11 1. The Panel shall be selected as follows, and will represent the existing
12 leadership of Metro's Board (Chair, Vice Chair, and second Vice Chair):

13 A. One representative from the Los Angeles County Board of
14 Supervisors; and

15 B. One representative selected by the Mayor of the City of Los
16 Angeles; and

17 C. One representative from the Los Angeles County Cities

18 2. The Panel shall screen and recommend potential candidates for
19 Committee Membership. The Panel will develop guidelines to solicit, collect, and review
20 applications of potential candidates for membership on the Committee. The filling of
21 membership vacancies, due to removals and reappointments will follow these same guidelines.

22 3. The recommended candidates for Committee Membership
23 shall be approved by the Metro Board by a simple majority.

24 f. Term. Each member of the Committee shall serve for a term of five (5) years,
25 and until a successor is appointed, except that initial appointments may be staggered with terms
26 of three (3) years. A Committee member may be removed at any time by the appointing
27 authority. Term limits for Committee members will be staggered to prevent significant turnover
28 at any one time. There is no limit as to the number of terms that a Committee member may
29 serve. Members will be compensated through a stipend and they may choose to waive.

30 g. Resignation. Any member may, at any time, resign from the Committee upon
31 written notice delivered to the Metro Board. Acceptance of any public office, the filing of intent
32 to seek public office, including a filing under California Government Code Section 85200, or
33 change of residence to outside the County shall constitute a Member's automatic resignation.

34 h. Committee Responsibilities. The Committee shall, at a minimum, meet on a

1 quarterly basis to carry out its responsibilities and is hereby charged with the following
2 responsibilities:

3 1. *General Responsibilities*

4 A. The Committee will have the responsibility for approving the scope
5 of work and direct the work of the auditors, to include at minimum the above mentioned areas.
6 Selection of the auditors will follow the Board approved procurement and solicitation policies.
7 The Committee will be involved in the solicitation and selection process of the auditors.

8 B. The Committee shall prepare an annual report on the results of the
9 annual audit per Section 8(h)(3)(B), any findings made, and report the comments to the Metro
10 Board of Directors.

11 C. The Committee shall review all proposed debt financing and make
12 a finding as to whether the benefits of the proposed financing for accelerating project delivery,
13 avoiding future cost escalation, and related factors exceed issuance and interest costs.

14 D. The Committee shall review any proposed amendments to the
15 Ordinance, including the Expenditure Plan, and make a finding as to whether the proposed
16 amendments further the purpose of the Ordinance.

17 2. *Quarterly Responsibilities.* The Committee shall at minimum review the
18 following:

19 A. For each Subfund, make findings on the effective and efficient use
20 of funds.

21 B. For Local Return funds, review the programmed revenues and
22 uses for each of the local jurisdictions.

23 C. For Transit and Highway (Capital), review comparison of budget
24 expended to project milestone completion, comparison of contingency spent to project
25 completion, and review of soft costs expended.

26 D. For Active Transportation Program, review programmed revenues
27 and uses.

28 E. For State of Good Repair, review budget and expenses.

29 F. For Transit Operating and Maintenance (which includes Metro Rail
30 Operations, Transit Operations, ADA Paratransit for the disabled/Metro discounts for seniors
31 and students, and Regional Rail), review budget and expenses.

32 3. *Annual Responsibilities*

33 A. The Committee shall review the results of the audit performed

1 and make findings as to whether Metro is in compliance with the terms of the Ordinance. Such
2 findings shall include a determination as to whether recipients of Net Revenues allocated and
3 funds were expended for all the Subfunds (listed in Attachment A) and have complied with this
4 Ordinance and any additional guidelines developed by Metro.

5 B. *Annual Financial and Compliance Audit.* Metro shall contract for
6 an annual audit, to be completed within six (6) months after the end of the fiscal year being
7 audited, for the purpose of determining compliance by Metro with the provisions of this
8 Ordinance relating to the receipt and expenditure of Sales Tax Revenues during such fiscal
9 year. The audit should include a determination as to whether recipients of Net Revenues
10 allocated from these Subfunds have complied with this Ordinance and any additional guidelines
11 developed by Metro for these Subfunds.

12 C. For major corridor projects, included in the Expenditure Plan, the
13 Committee shall review at least once a year:

14 i. Project costs, established LOP budgets, and any
15 significant cost increases and/or major scope changes of the major corridor projects identified in
16 the Expenditure Plan.

17 ii. The funding available and programmed for the projects
18 included in the Expenditure Plan, as well as any funding gaps for each of these projects. The
19 Committee shall provide recommendations on possible improvements and modifications to
20 deliver the Plan.

21 iii. Performance in terms of project delivery, cost controls,
22 schedule adherence, and related activities.

23 4. *Five-Year Responsibilities*

24 A. The Committee shall review the Comprehensive Program
25 Assessment of the Expenditure Plan every five (5) years or every ten (10) years in accordance
26 with Section 7(g) and make findings and/or provide recommendations for improving the
27 program. The results of this assessment will be presented to the Metro Board of Directors.

28 B. *Comprehensive Program Assessment.* Metro shall conduct every
29 five (5) years a comprehensive review of all projects and programs implemented under the Plan
30 to evaluate the performance of the overall program and make recommendations to improve its
31 performance on current practices, best practices, and organizational changes to improve
32 coordination.

33 i. Accountability to the Public and the Metro Board. All audit reports, findings, and
34 recommendations will be available and accessible to the public (through various types of media)

1 prior to the public hearing and upon request. Metro will establish a website dedicated to the
2 Oversight of this Measure and include all pertinent Ordinance information for the public. The
3 Committee shall review all audits and hold an annual public hearing to report on the results of
4 the audits.

6 SECTION 9. MAINTENANCE OF EFFORT REQUIREMENTS

7 a. It is the intent of Metro that any Sales Tax Revenues provided to local
8 jurisdictions in Los Angeles County under the program described in Attachment A as "Local
9 Return" be used to augment, not supplant, existing local revenues being used for
10 transportation purposes.

11 b. Metro shall develop guidelines that, at a minimum, specify maintenance of
12 effort requirements for the local return program, matching funds, and administrative
13 requirements for the recipients of revenue derived from the Sales Tax.

15 SECTION 10. COSTS OF ADMINISTRATION

16 Metro shall establish an Administration/Local Return fund and one and one-half
17 percent (1.5%) of Gross Sales Tax revenues shall be credited into this fund. As funds are
18 received by Metro and credited to this fund, one percent (1%) of Net Revenues shall be
19 immediately transferred to the Local Return/Regional Rail Subfund of the sales tax revenue
20 fund to be used solely for the Local Return program. All other amounts in the
21 Administration/Local Return fund shall be available to Metro for administrative costs, including
22 contractual services.

24 SECTION 11. AMENDMENTS

25 a. The Metro Board of Directors may amend this Ordinance, including Attachment
26 A and Attachment B, with the exception of Section 11, for any purpose subject to the
27 limitations contained in Section 7(g), including as necessary to account for the results of any
28 environmental review required under the California Environmental Quality Act or the National
29 Environmental Policy Act and any related federal statute of the projects listed in Attachment A.
30 Any such amendments shall be approved by a vote of not less than two-thirds (2/3) of the
31 Metro Board of Directors. Metro shall hold a public meeting on proposed amendments prior to
32 adoption. Metro shall provide notice of the public meeting to the Los Angeles County Board of
33 Supervisors, the city council of each city in Los Angeles County, and the public, and shall

1 provide them with a copy of the proposed amendments, at least 60 days prior to the public
2 meeting.

3 b. By two-thirds (2/3) vote, the Metro Board of Directors may amend the
4 "Schedule of Funds Available" columns listed in Attachment A to accelerate a project,
5 provided that any such amendments shall not reduce the amount of funds assigned to any
6 other project or program as shown in the "Measure __ Funding 2015\$" column of Attachment
7 A or delay the Schedule of Funds Available for any other project or program. Metro shall hold
8 a public meeting on proposed amendments prior to adoption. Metro shall provide notice of the
9 public meeting to the Los Angeles County Board of Supervisors, the city council of each city in
10 Los Angeles County, and the public, and shall provide them with a copy of the proposed
11 amendments, at least 30 days prior to the public meeting.

12 c. The Metro Board of Directors shall not adopt any amendment to this
13 Ordinance, including Attachment A, that reduces total Net Revenues allocated to the sum of
14 the Transit, First/Last Mile (Capital) Subfund and the Highway, Active Transportation,
15 Complete Streets (Capital) Subfund. Not more than once in any ten (10) year period
16 commencing in FY2027, Metro may adopt an amendment transferring Net Revenues between
17 the Transit, First/Last Mile (Capital) Subfund and the Highway, Active Transportation,
18 Complete Streets (Capital) Subfund. This subparagraph shall not apply to adjustments to the
19 Net Revenues allocated to the Transit, First/Last Mile (Capital) Subfund and the Highway,
20 Active Transportation, Complete Streets (Capital) Subfund pursuant to Section 7(b)(6) or
21 Section 7(b)(7). Such adjustments shall not require an amendment to this Ordinance or
22 Attachment A.

23 d. Notwithstanding Section 11(a) of this Ordinance, the Metro Board of Directors
24 shall not adopt any amendment to this Ordinance, including Attachment A, that reduces Net
25 Revenues allocated to the Transit Operating & Maintenance Subfund or the Local
26 Return/Regional Rail Subfund.

27 e. The Metro Board of Directors may amend Section 11 of this Ordinance if such
28 amendments are approved by a vote of not less than two-thirds (2/3) of the Metro Board of
29 Directors and are approved by a majority of the voters voting on a measure to approve the
30 amendment. Metro shall hold a public meeting on proposed amendments prior to adoption.
31 Metro shall provide notice of the public meeting to the Los Angeles County Board of
32 Supervisors, the city council of each city in Los Angeles County, and the public, and shall
33 provide them with a copy of the proposed amendments, at least 60 days prior to the public
34 meeting. Amendments shall become effective immediately upon approval by the voters.

1 SECTION 12. ESTABLISHMENT OF BONDING AUTHORITY

2 a. Metro is authorized to issue limited tax bonds and incur other obligations, from
3 time to time, payable from and secured by all or any portion of the Sales Tax Revenues to
4 finance any program or project in the Expenditure Plan, pursuant to Sections 130500 et seq. of
5 the Public Utilities Code, and any successor act, or pursuant to any other applicable sections of
6 the Public Utilities Code or the Government Code. As additional security, such bonds and other
7 obligations may be further payable from and secured by farebox revenues or general revenues
8 of Metro, on a basis subordinate to Metro's existing General Revenue Bonds, or any other
9 available source of Metro's revenues, in each case as specified in a resolution adopted by a
10 majority of Metro's Board of Directors. The maximum bonded indebtedness, including issuance
11 costs, interest, reserve requirements and bond insurance, shall not exceed the total amount of
12 the Gross Sales Tax. Nothing herein shall limit or restrict in any way the power and authority of
13 Metro to issue bonds, notes or other obligations, to enter into loan agreements, leases,
14 reimbursement agreements, standby bond purchase agreements, interest rate swap
15 agreements or other derivative contracts or to engage in any other transaction under the
16 Government Code, the Public Utilities Code or any other law.

17 b. The Metro Board of Directors shall adopt guidelines regarding the issuance of
18 bonds and the incurrence of other obligations pursuant to this Section 12. The guidelines shall,
19 at a minimum, establish methods for taking into account (a) the expenditure of proceeds of such
20 bonds and other obligations and (b) the payment of debt service and other amounts with respect
21 to such bonds and other obligations, for purposes of meeting the program expenditure
22 requirements of Section 7 hereof.

23

24 SECTION 13. APPROPRIATIONS LIMIT

25 Article XIII B of the California Constitution requires certain governmental entities to
26 establish an annual appropriations limit. This appropriations limit is subject to adjustment as
27 provided by law. To the extent required by law, Metro shall establish an annual appropriations
28 limit and expenditures of the retail transactions and use tax shall be subject to such limit.

29

30 SECTION 14. ELECTION

31 Pursuant to California Public Utilities Code Section 130350.7(d), Metro hereby calls a
32 special election to place this Ordinance before the voters. The ballot language shall read as
33 follows:

34

1 **Los Angeles County Traffic Improvement Plan.**

2 To improve freeway traffic flow/safety; repair potholes/sidewalks; repave local streets;
3 earthquake retrofit bridges; synchronize signals; keep senior/disabled/student fares
4 affordable; expand rail/subway/bus systems; improve job/school/airport connections; and
5 create jobs; shall voters authorize a Los Angeles County Traffic Improvement Plan
6 through a ½ ¢ sales tax and continue the existing ½ ¢ traffic relief tax until voters decide
7 to end it, with independent audits/oversight and funds controlled locally?

8
9 SECTION 15. EFFECTIVE DATE

10 a. This Ordinance shall be effective on January 1, 2017, if:

- 11 1. Two-thirds (2/3) of the voters voting on the measure vote to approve
12 this Ordinance at the statewide general election scheduled for November 8, 2016; and
13 2. No California state statute that requires Metro to provide funding from
14 revenues derived from the Sales Tax imposed pursuant to this Ordinance for any project or
15 program other than those in the Expenditure Plan, or provide a level of funding greater than
16 described in the Expenditure Plan, or on a different schedule than described in the Expenditure
17 Plan, is adopted by the California Legislature subsequent to the adoption of this Ordinance by
18 the Metro Board of Directors and becomes law.

19
20 SECTION 16. SEVERABILITY

21 If any tax or provision of this Ordinance is for any reason held invalid or unenforceable
22 by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of
23 the remaining taxes or provisions, and Metro declares that it would have passed each part of
24 this Ordinance irrespective of the validity of any other part.

Los Angeles County Transportation Expenditure Plan
Outline of Expenditure Categories
Fiscal Year (FY) 2018 - 2057, Escalated Dollars
(millions)

ATTACHMENT A

Subfund	Program	% of Sales Tax (net of Admin)	First Year Amount (FY 2018)	FY 2018 - FY 2032 (15 Years)	FY 2033 - FY 2047 (15 Years)	FY 2048 - FY 2057 (10 Years)	FY 2018 - FY 2057 (40 Years)
Transit Operating & Maintenance	Metro Rail Operations ¹	5%	\$ 42	\$ 850	\$ 2,320	\$ 2,810	\$ 5,980
	Transit Operations ² (Metro & Municipal Providers)	20%	\$ 169	\$ 3,400	\$ 9,280	\$ 11,240	\$ 23,920
	ADA Paratransit for the Disabled; Metro Discounts for Seniors and Students	2%	\$ 17	\$ 340	\$ 930	\$ 1,120	\$ 2,390
Transit, First/Last Mile (Capital)	Transit Construction (Includes System Connectivity Projects - Airports, Union Station, and Countywide BRT)	35%	\$ 296	\$ 5,960	\$ 16,230	\$ 19,670	\$ 41,860
	Metro State of Good Repair ⁵	2%	\$ 17	\$ 340	\$ 930	\$ 1,120	\$ 2,390
Highway, Active Transportation, Complete Streets (Capital)	Highway Construction (includes System Connectivity Projects - Ports, Highway Congestion Programs, Goods Movement)	17%	\$ 144	\$ 2,890	\$ 7,880	\$ 9,560	\$ 20,330
	Metro Active Transportation Program (Bicycle, Pedestrian, Complete Streets)	2%	\$ 17	\$ 340	\$ 930	\$ 1,120	\$ 2,390
Local Return / Regional Rail	Local Return - Base ³ (Local Projects and Transit Services)	16%	\$ 136	\$ 2,720	\$ 7,420	\$ 8,990	\$ 19,130
	Local Return / Regional Rail (Beginning FY 2040) ⁴				\$ 690	\$ 2,240	\$ 2,930
	Regional Rail	1%	\$ 8	\$ 170	\$ 460	\$ 560	\$ 1,200
TOTAL PROGRAMS			\$ 847	\$ 17,010	\$ 46,380	\$ 56,190	\$ 119,590
Administration /Local Return	0.5% for Administration	0.5%	\$ 4	\$ 85	\$ 230	\$ 280	\$ 600
	1.0% Local Return ³	1.0%	\$ 8	\$ 170	\$ 460	\$ 560	\$ 1,200
GRAND TOTAL			\$ 860	\$ 17,265	\$ 47,070	\$ 57,030	\$ 121,390

1. Funds are eligible to be used for Metro Rail State of Good Repair.
2. Funds are eligible to be used for Metro State of Good Repair.
3. 1% Administration to supplement Local Return, **increasing the Local Return-Base to 17% of net revenues.**
4. To be funded by Highway/Transit Capital Subfunds in FY 2040 and beyond.
5. The Metro Board of Directors will prioritize the Wardlow Grade Separation project to receive new funding and/or grants and assign this project to be included in Metro's State of Good Repair program.

All totals are rounded; numbers presented in this document may not always add up to the totals provided.
Based on January 2016 revenue projections.

Los Angeles County Transportation Expenditure Plan

(2015 \$ in thousands)

ATTACHMENT A

Groundbreaking Sequence
(Exceptions Noted)

For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Schedule of Funds Available		Subregion*	2016 - 2067 Local, State, Federal, Other Funding 2015\$	Measure — Funding 2015\$	Most Recent Cost Estimate 2015\$**	Modal Code
			Ground- breaking Start Date†	Expected Opening Date (3 year range)					
	Expenditure Plan Major Projects			1 st yr of Range					
1	Airport Metro Connect 96th St. Station/Green Line Ext LAX ®	a,p	FY 2018	CY 2021	sc	\$233,984	\$347,016	\$581,000	T
2	Westside Purple Line Extension Section 3 ®	b	FY 2018	FY 2024	w	\$986,139	\$994,251	\$1,980,390	T
3	High Desert Multi-Purpose Corridor (HDMC)®	q	FY 2019	FY 2021	nc	\$100,000	\$170,000	\$270,000	H
4	I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd) ®		FY 2019	FY 2023	nc	\$544,080	\$240,000	\$784,080	H
5	Gold Line Foothill Extension to Claremont ®	c	FY 2019	FY 2025	sg	\$78,000	\$1,019,000	\$1,097,000	T
6	Orange Line BRT Improvements	n	FY 2019	FY 2025	sf	\$0	\$286,000	\$286,000	T
7	BRT Connector Orange/Red Line to Gold Line	o	FY 2020	FY 2022	av	\$0	\$240,300	\$240,300	T
8	BRT Connector Orange/Red Line to Gold Line	o	FY 2020	FY 2022	sf	\$0	\$26,700	\$26,700	T
9	East SF Valley Transit Corridor Project ®	d	FY 2021	FY 2027	sf	\$520,500	\$810,500	\$1,331,000	T
10	West Santa Ana Transit Corridor LRT ®	b,d	FY 2022	FY 2028	gc	\$500,000	\$535,000	\$1,035,000	T
11	Crenshaw/LAX Track Enhancement Project	e,p	FY 2022	FY 2026	sc	\$0	\$49,599	\$49,599	T
12	SR-71 Gap from I-10 to Rio Rancho Rd.		FY 2022	FY 2026	sg	\$26,443	\$248,557	\$275,000	H
13	LA River Waterway & System Bikepath		FY 2023	FY 2025	cc	\$0	\$365,000	\$365,000	H
14	Complete LA River Bikepath		FY 2023	FY 2025	sf	\$0	\$60,000	\$60,000	H
15	Sepulveda Pass Transit Corridor (Ph 1) ®	b,f	FY 2024	FY 2026	sf	\$0	\$130,000	\$130,000	H
16	Sepulveda Pass Transit Corridor (Ph 1) ®	b,f	FY 2024	FY 2026	w	\$0	\$130,000	\$130,000	H
17	Vermont Transit Corridor	o	FY 2024	FY 2028	cc	\$400,000	\$25,000	\$425,000	T
18	SR-57/SR-60 Interchange Improvements	d	FY 2025	FY 2031	sg	\$565,000	\$205,000	\$770,000	H
19	Green Line Extension to Crenshaw Blvd in Torrance ®	d,g	FY 2026	FY 2030	sb	\$272,000	\$619,000	\$891,000	T
20	I-710 South Corridor Project (Ph 1) ®	d,h	FY 2026	FY 2032	gc	\$150,000	\$250,000	\$400,000	H
21	I-105 Express Lane from I-405 to I-605	p	FY 2027	FY 2029	sc	\$0	\$175,000	\$175,000	H
22	Sepulveda Pass Transit Corridor (Ph 2) ®	b	FY 2024	FY 2033	sf	\$1,567,000	\$1,270,000	\$2,837,000	T
23	Sepulveda Pass Transit Corridor (Ph 2) ®	b	FY 2024	FY 2033	w	\$1,567,000	\$1,270,000	\$2,837,000	T
24	Gold Line Eastside Extension (One Alignment) ®	d	FY 2029	FY 2035	gc	\$957,000	\$543,000	\$1,500,000	T
25	Gold Line Eastside Extension (One Alignment) ®	d	FY 2029	FY 2035	sg	\$957,000	\$543,000	\$1,500,000	T
26	West Santa Ana Transit Corridor LRT ®	r	FY 2022	FY 2041	cc	\$1,082,500	\$400,000	\$1,482,500	T
27	West Santa Ana Transit Corridor LRT ®	r	FY 2022	FY 2041	gc	\$982,500	\$500,000	\$1,482,500	T
28	I-710 South Corridor Project (Ph 2) ®		FY 2032	FY 2041	gc	\$658,500	\$250,000	\$908,500	H
29	I-5 Corridor Improvements (I-605 to I-710)		FY 2036	FY 2042	gc	\$46,060	\$1,059,000	\$1,105,060	H
30	Crenshaw Northern Extension	i	FY 2041	FY 2047	cc	\$495,000	\$1,185,000	\$1,680,000	T
31	Crenshaw Northern Extension	i	FY 2041	FY 2047	w	\$0	\$560,000	\$560,000	T
32	I-405/I-110 Int. HOV Connect Ramps & Intrching Improv ®		FY 2042	FY 2044	sb	\$0	\$250,000	\$250,000	H
33	I-605/I-10 Interchange		FY 2043	FY 2047	sg	\$472,400	\$126,000	\$598,400	H
34	SR 60/I-605 Interchange HOV Direct Connectors		FY 2043	FY 2047	sg	\$360,600	\$130,000	\$490,600	H
35	Lincoln Blvd BRT	l,o	FY 2043	FY 2047	w	\$0	\$102,000	\$102,000	T
36	I-110 Express Lane Ext South to I-405/I-110 Interchange		FY 2044	FY 2046	sb	\$228,500	\$51,500	\$280,000	H
37	I-405 South Bay Curve Improvements		FY 2045	FY 2047	sb	\$250,840	\$150,000	\$400,840	H
38	Green Line Eastern Extension (Norwalk)	p	FY 2046	FY 2052	sc	\$570,000	\$200,000	\$770,000	T
39	SF Valley Transportation Improvements	m	FY 2048	FY 2050	sf	\$0	\$106,800	\$106,800	T
40	Sepulveda Pass Westwood to LAX (Ph 3)	p	FY 2048	FY 2057	sc	\$3,800,000	\$65,000	\$3,865,000	T
41	Orange Line Conversion to Light Rail		FY 2051	FY 2057	sf	\$1,067,000	\$362,000	\$1,429,000	T
42	City of San Fernando Bike Master Plan		FY 2052	FY 2054	sf	\$0	\$5,000	\$5,000	H
43	Historic Downtown Streetcar		FY 2053	FY 2057	cc	\$0	\$200,000	\$200,000	T
44	Gold Line Eastside Ext. Second Alignment	p	FY 2053	FY 2057	sc	\$110,000	\$2,890,000	\$3,000,000	T
45	High Desert Multi-Purpose Corridor - LA County Segment	p	FY 2063	FY 2067	sc	\$32,982	\$1,845,718	\$1,878,700	H
46	Expenditure Plan Major Projects Subtotal					\$19,581,027	\$20,989,941	\$40,570,969	

Footnotes on following page.

Los Angeles County Transportation Expenditure Plan

(2015 \$ in thousands)

ATTACHMENT A

Groundbreaking Sequence
(Exceptions Noted)

For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Schedule of Funds Available		Subregion*	2016 - 2067 Local, State, Federal, Other Funding 2015\$	Measure — Funding 2015\$	Most Recent Cost Estimate 2015\$**	Modal Code
			Ground- breaking Start Date†	Expected Opening Date (3 year range)					
	Multi-Year Subregional Programs			1 st yr of Range					
47	Metro Active Transport, Transit 1st/Last Mile Program	p	FY 2018	FY 2057	sc	\$0	\$857,500	\$857,500	H
48	Visionary Project Seed Funding	p	FY 2018	FY 2057	sc	\$0	\$20,000	\$20,000	T
49	Street Car and Circulator Projects	k,p	FY 2018	FY 2022	sc	\$0	\$35,000	\$35,000	T
50	Transportation System and Mobility Improve. Program		FY 2018	FY 2032	sb	\$0	\$293,500	\$293,500	H
51	Active Transportation 1st/Last Mile Connections Prog.		FY 2018	FY 2057	w	\$0	\$361,000	\$361,000	H
52	Active Transportation Program		FY 2018	FY 2057	nc	\$0	\$264,000	\$264,000	H
53	Active Transportation Program		FY 2018	FY 2057	gc	\$0	TBD	TBD	H
54	Active Transportation Program (Including Greenway Proj.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
55	Active Transportation, 1st/Last Mile, & Mobility Hubs		FY 2018	FY 2057	cc	\$0	\$215,000	\$215,000	H
56	Active Transportation, Transit, and Tech. Program		FY 2018	FY 2032	lvm	\$0	\$32,000	\$32,000	T
57	Highway Efficiency Program		FY 2018	FY 2032	lvm	\$0	\$133,000	\$133,000	H
58	Bus System Improvement Program		FY 2018	FY 2057	sg	\$0	\$55,000	\$55,000	T
59	First/Last Mile and Complete Streets		FY 2018	FY 2057	sg	\$0	\$198,000	\$198,000	H
60	Highway Demand Based Prog. (HOV Ext. & Connect.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
61	I-605 Corridor "Hot Spot" Interchange Improvements ®		FY 2018	FY 2057	gc	\$240,000	\$1,000,000	\$1,240,000	H
62	Modal Connectivity and Complete Streets Projects		FY 2018	FY 2057	av	\$0	\$202,000	\$202,000	H
63	South Bay Highway Operational Improvements		FY 2018	FY 2057	sb	\$600,000	\$500,000	\$1,100,000	H
64	Transit Program		FY 2018	FY 2057	nc	\$500,000	\$88,000	\$588,000	T
65	Transit Projects		FY 2018	FY 2057	av	\$0	\$257,100	\$257,100	T
66	Transportation System and Mobility Improve. Program		FY 2018	FY 2057	sb	\$0	\$350,000	\$350,000	H
67	North San Fernando Valley Bus Rapid Transit Improvements	p,s	FY 2019	FY 2023	sc	\$0	\$180,000	\$180,000	T
68	Subregional Equity Program	p,s	FY 2018	FY 2057	sc	TBD	TBD	\$1,196,000	T/H
69	Countywide BRT Projects Ph 1 (All Subregions)	i,p	FY 2020	FY 2022	sc	\$0	\$50,000	\$50,000	T
70	Countywide BRT Projects Ph 2 (All Subregions)	i,p	FY 2030	FY 2032	sc	\$0	\$50,000	\$50,000	T
71	Active Transportation Projects		FY 2033	FY 2057	av	\$0	\$136,500	\$136,500	H
72	Los Angeles Safe Routes to School Initiative		FY 2033	FY 2057	cc	\$0	\$250,000	\$250,000	H
73	Multimodal Connectivity Program		FY 2033	FY 2057	nc	\$0	\$239,000	\$239,000	H
74	Countywide BRT Projects Ph 3 (All Subregions)	i,p	FY 2040	FY 2042	sc	\$0	\$50,000	\$50,000	T
75	Arterial Program		FY 2048	FY 2057	nc	\$0	\$726,130	\$726,130	H
76	BRT and 1st/Last Mile Solutions e.g. DASH		FY 2048	FY 2057	cc	\$0	\$250,000	\$250,000	T
77	Freeway Interchange and Operational Improvements		FY 2048	FY 2057	cc	\$0	\$195,000	\$195,000	H
78	Goods Movement (Improvements & RR Xing Ellm.)		FY 2048	FY 2057	sg	\$0	\$33,000	\$33,000	T
79	Goods Movement Program		FY 2048	FY 2057	nc	\$0	\$104,000	\$104,000	T
80	Goods Movement Projects		FY 2048	FY 2057	av	\$0	\$81,700	\$81,700	T
81	Highway Efficiency Program		FY 2048	FY 2057	nc	\$0	\$128,870	\$128,870	H
82	Highway Efficiency Program		FY 2048	FY 2057	sg	\$0	\$534,000	\$534,000	H
83	Highway Efficiency, Noise Mitig. and Arterial Projects		FY 2048	FY 2057	av	\$0	\$602,800	\$602,800	H
84	ITS/Technology Program (Advanced Signal Tech.)		FY 2048	FY 2057	sg	\$0	\$66,000	\$66,000	H
85	LA Streetscape Enhance. & Great Streets Program		FY 2048	FY 2057	cc	\$0	\$450,000	\$450,000	H
86	Modal Connectivity Program		FY 2048	FY 2057	lvm	\$0	\$68,000	\$68,000	H
87	Public Transit State of Good Repair Program		FY 2048	FY 2057	cc	\$0	\$402,000	\$402,000	T
88	Traffic Congestion Relief and Improvement Program		FY 2048	FY 2057	lvm	\$0	\$63,000	\$63,000	H
89	Traffic Congestion Relief/Signal Synchronization		FY 2048	FY 2057	cc	\$0	\$50,000	\$50,000	H
90	Arroyo Verdugo Projects to be Determined		FY 2048	FY 2057	av	\$0	\$110,600	\$110,600	H
91	Countywide BRT Projects Ph 4 (All Subregions)	p	FY 2050	FY 2052	sc	\$90,000	\$10,000	\$100,000	T
92	Countywide BRT Projects Ph 5 (All Subregions)	p	FY 2060	FY 2062	sc	\$0	\$100,000	\$100,000	T
93	Multi-Year Subregional Programs Subtotal					\$1,430,000	\$10,253,700	\$12,879,700	
94	GRAND TOTAL					\$21,011,027	\$31,243,641	\$53,450,669	

Footnotes on following page.

Los Angeles County Transportation Expenditure Plan

(2015 \$ in thousands)

ATTACHMENT A Groundbreaking Sequence (Exceptions Noted)

Footnotes:

- a. Interface station to LAX sponsored Automated People Mover includes an extended Green Line terminus and a consolidated bus interface for 13 Metro and Municipal bus lines. Bicycle, passenger, and other amenities are also included.
- b. Project acceleration based on high performance.
- c. Identified as a priority per the Metro Board Motion in October 2009.
- d. Project funded on LRTP schedule, per Dec. 2015 Board Policy.
- e. Consistent with the Orange Line, no sooner than 15 years after the revenue operation date of the Crenshaw/LAX project, Metro will consider, as transportation system performance conditions warrant, grade separation and/or undergrounding of the Crenshaw/LAX Line (including the Park Mesa Heights section & Inglewood section of the project). These additional track enhancements, when warranted, will be eligible for funding through the decennial comprehensive review process in the Ordinance.
- f. Sepulveda Pass Ph. 1 from Orange Line/Van Nuys to Westwood includes early delivery of highway ExpressLane.
- g. Studies will be completed to evaluate a future Green Line connection to the Blue Line (city of Long Beach).
No capital funds from the Green Line to Torrance Project will be used for the studies.
- h. I-710 South Project assumes an additional \$2.8 billion of alternative revenue sources; not shown here with the cost or revenues for the project. The Shoemaker Bridge "Early Action" project is a priority project for these funds.
- i. Council of Government descriptions vary for the "Crenshaw Northern Extension" project.
- k. Lump sum would be provided in the first 5 years for initial capital costs only. Project sponsors responsible for ongoing operations & maintenance.
- l. Acceleration of Lincoln BRT project eligible as Countywide BRT Program. Any funds freed up from accelerations returns to Countywide BRT Program.
- m. SF Valley Transportation Improvements may include, but are not limited to, Transit Improvements, and I-210 soundwalls in Tujunga, Sunland, Shadow Hills and Lakeview Terrace.
- n. Critical grade separation(s) will be implemented early through Operation Shovel Ready.
- o. Conversion to LRT or HRT after FY 2067 included in expenditure plan based on ridership demand.
- p. Funds for projects identified as "sc" that are not expended are only available for other System Connectivity Capital Projects.
- q. Funding calculated based on estimated right-of-way acquisition costs; but can be repurposed for appropriate project uses, as approved by the MTA Board of Directors.
- r. This project could start as early as FY 2028 and open as early as FY 2037 with Public-Private Partnership delivery methods.
- s. This project will increase system connectivity in the North San Fernando Valley and the Metro Transit System. Environmental plan work shall begin no later than six months after passage of Measure _____. To provide equivalent funding to each subregion other than the San Fernando Valley, the subregional equity program will be provided as early as possible to the following subregions in the amounts (in thousands) specified here: AV* \$96,000; W* \$160,000; CC* \$235,000; NC* \$115,000; LVM* \$17,000; GC* \$244,000; SG* \$199,000; and SB* \$130,000.

* Subregion Abbreviations:

sc = System Connectivity Projects (no subregion)
av = Arroyo Verdugo
lvm = Las Virgenes Malibu
cc = Central City Area
sg = San Gabriel Valley

nc = North County
sb = South Bay
w = Westside
gc = Gateway Cities
sf = San Fernando Valley

@ Indicates Measure R-related Projects

CY = Calendar Year
FY = Fiscal Year
YOE = Year of Expenditure



GATEWAY CITIES

Frequently Asked Questions About Measure M

Q: What is Measure M?

A: Measure M is a transportation tax and spending plan proposed by the Los Angeles County Metropolitan Transportation Authority (MTA) and placed on the November 2016 ballot. If enacted, Measure M will double the transportation sales tax rate approved by voters in 2008 and will be permanent if passed.

Q: Who are the Gateway Cities Council of Governments and the South Bay Cities Council of Governments? What positions have they taken on Measure M?

A: The Gateway Cities Council of Governments is an organization representing 27 cities in Southeast Los Angeles County to have a collective voice on issues important to the region, including transportation, air quality, economic development, and housing.

The South Bay Cities Council of Governments represents 16 cities to collaborate on regional issues with a focus on improving transportation and the environment, and strengthening economic development. Each COG has voted to officially oppose Measure M as the COGs believe it isn't fair to the hard working families of the Southeast LA County and South Bay communities.

Taxpayers in the communities the COGs represent—many of which are blue-collar--will be paying for Measure M but won't get significant traffic congestion relief, or completed street improvements, for decades.

Q: Don't constituents in these communities need the transportation projects Measure M proposes?

A: Under Measure M, improvements to the I-5, I-405, I-605, and I-710 freeways won't be completed for 30 to 40 years. Transportation critical to communities in Southeast Los Angeles County and the South Bay, like Santa Fe Springs, Norwalk, Commerce and Carson, will be postponed under Measure M but projects in far communities like Westwood, Santa Monica and the Valley are now first in line to receive Measure M funds.

Q: What studies, if any, has Gateway Cities COG conducted on this issue?

A: Gateway Cities COG conducted a survey in August 2016 which shows a clear majority of respondents are concerned about the fair sharing of transit dollars, and fiscal accountability. MTA projects have incurred nearly one billion in cost over-runs since 2009. After a number of facts were presented, Measure M fell well below the 2/3s majority required for passage.

Q: How can I get more information about this issue and how to vote?

A: Visit www.gatewaycog.org/MeasureM. For voting information visit www.lavote.net

This is how the Measure M Expenditure Plan Allocation for the City of Los Angeles (Regardless of "Subregion Designation) looks for the 40-year (Long Range Transportation Plan (LRTP) period of Measure M (except as noted).

Major Projects (City of LA regardless of subregion) (2015-\$)	Groundbreaking Date	Opening Date	Other Funding State, Local, Federal	Measure M Funding	Cost Estimate
Sepulveda Pass Corridor Ph. I ⁽¹⁾	2024	2026	\$0	\$130,000	\$130,000
Sepulveda Pass Corridor Ph. I ⁽¹⁾	2024	2026	\$0	\$130,000	\$130,000
Sepulveda Pass Corridor Ph. II ⁽¹⁾	2024	2033	\$1,567,000	\$1,270,000	\$2,837,000
Sepulveda Pass Corridor Ph. II ⁽¹⁾	2024	2033	\$1,567,000	\$1,270,000	\$2,837,000
Sepulveda Pass Corridor Ph. III ⁽²⁾	2048	2057	\$3,800,000	\$65,000	\$3,865,000
Westside Purple Line Extension	2018	2021	\$986,139	\$994,251	\$1,989,390
East SFV Transit Corridor	2021	2027	\$520,500	\$810,600	\$1,331,000
West Santa Ana Branch LRT 2 ⁽³⁾	2022	2041	\$1,082,000	\$400,000	\$1,482,500
LA River Bikeway	2023	2025		\$365,000	\$365,000
Vermont Transit Corridor	2024	2028	\$400,000	\$25,000	\$425,000
Orange Line BRT Improvements	2019	2026	\$0	\$286,000	\$286,000
North SFV BRT Transit Improve.	2019	2023	\$0	\$180,000	\$180,000
Central City Transit Improve.	TBD	TBD	\$0	\$235,000	\$235,000
Crenshaw North. Ext. ⁽⁴⁾	2041	2047	\$495,000	\$1,185,000	\$1,680,000
			\$6,617,639	\$7,280,851	\$13,907,890

⁽¹⁾ Project funding is divided between two subregions Westside and the San Fernando Valley, still the City of LA

⁽²⁾ Sepulveda Pass Corridor Ph. III has been designated a "System Connectivity" project that benefits the entire County and will be built outside of the LRTP period.

⁽³⁾ Half of Phase 2 of the WSAB is in the City of Los Angeles

⁽⁴⁾ Not all of this alignment is located within the City of Los Angeles

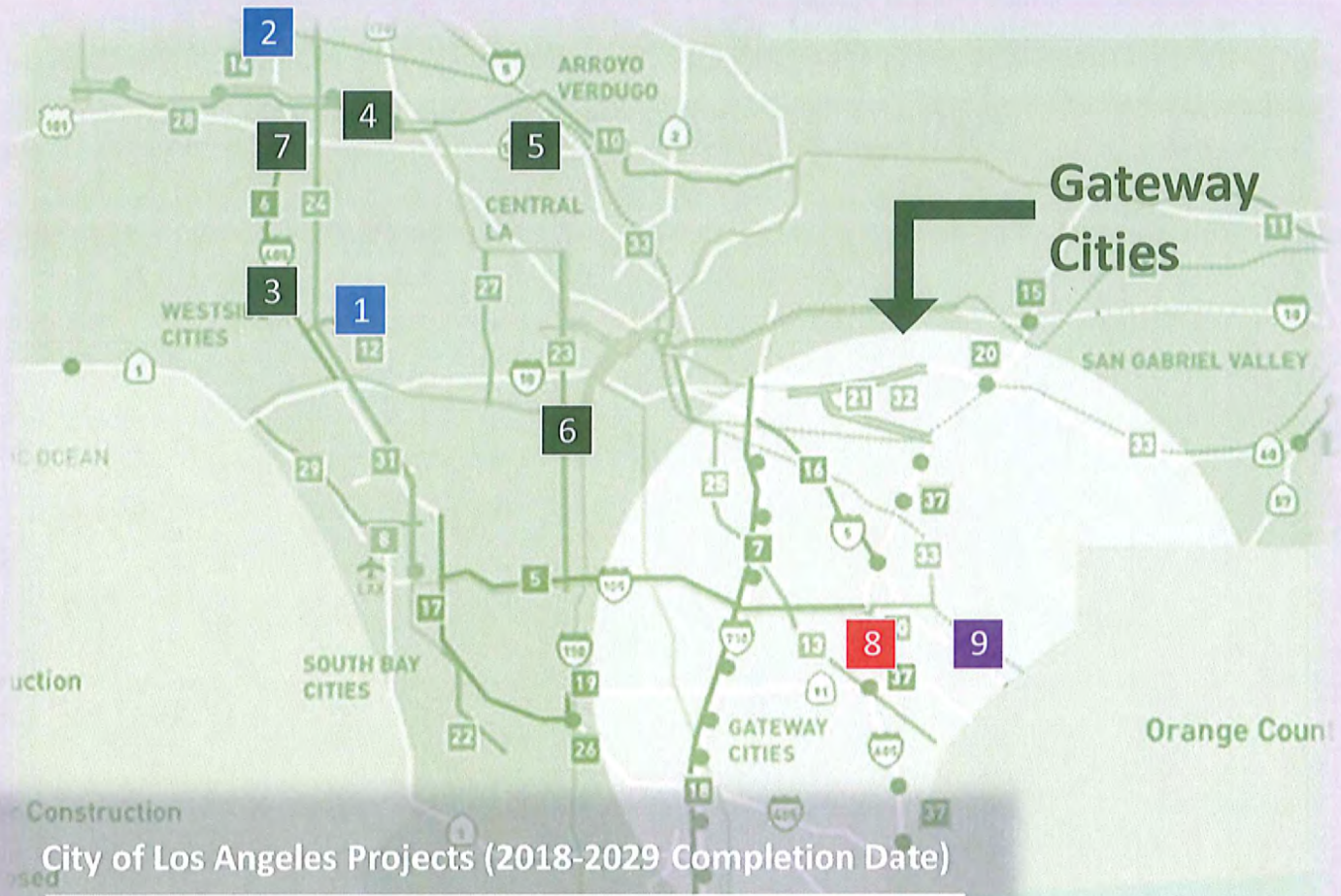
This is how the Measure M Expenditure Plan looks for the 40-year (Long Range Transportation Plan (LRTP) period of Measure M (except as noted). The earliest any funding will be available is 2018 for the I-605 "Hot Spots" Program. The \$1,249,000 will be spread out over the full 40-years of the Measure, an annual allocation is not known. For COG major project initiatives the earliest date is 2022 with the entire project not being completed until 2041 unless a Public/Private/Partnership can accelerate the project.

Gateway Cities Projects (2015-\$)	Groundbreaking Date	Opening Date	Other Funding State, Local, Federal	Measure M Funding	Cost Estimate
West Santa Ana Branch LRT 1	2022	2029	\$500,000	\$535,000	\$1,035,000
I-710 South Corridor Project (ph.I)	2026	2032	\$150,000	\$250,000	\$400,000
West Santa Ana Branch LRT 2 ⁽¹⁾	2022	2041	\$1,082,000	\$400,000	\$1,482,500
West Santa Ana Branch LRT 2	2022	2041	\$982,000	\$500,000	\$1,482,500
I-710 South Corridor Proj. (ph.II) ⁽⁵⁾	2032	2041	\$658,500	\$250,000	\$908,500
I-5 Corridor (I-605/I-710)	2036	2042	\$46,060	\$1,059,000	\$1,580,000
Gold Line Eastern Ext. Ph.II ⁽²⁾	2029	2035	\$957,000	\$543,000	\$1,500,000
Green Line East. Ext. Norwalk ⁽³⁾⁽⁶⁾	2046	2052	\$570,000	\$200,000	\$770,000
I-605 Hot Spots Improvements ⁽⁶⁾	2018	2057	\$240,000	\$1,000,000	\$1,240,000
Subregional Equity Program	TBD	TBD		\$244,000	\$244,000
Total			\$3,533,560	\$4,381,000 ⁽⁴⁾	\$8,390,000

- ⁽¹⁾ WSAB benefit is assumed to be split between the Gateway Cities Subregion and Central City (City of LA) therefore the amount is shown but not added to the Gateway COG apportionment.
- ⁽²⁾ Only one Alignment of the MGL EE Ph. II will be built in the 40-year period covered by the LRTP, this scenario **assumes** that Alignment will be awarded to GCCOG..
- ⁽³⁾ Benefit attributed to the entire region as a "system connectivity" project; does not count against Gateway Cities apportionment
- ⁽⁴⁾ Represents Gateway Cities subregional allocation of the new sales tax
- ⁽⁵⁾ The amounts represented do not cover the full cost for this project, There is an assumption of an additional \$2.8 billion to come from other sources (most likely state and federal)
- ⁽⁶⁾ Both of these projects are wholly are partially beyond the 40-year period covered by the Expenditure Plan, if the Gateway Cities does not get the Gold Line Eastern Extension in 2029; the next opportunity will be 2053.

2018-2029 Major Project Implementation Map

Gateway Cities Compared to City of Los Angeles



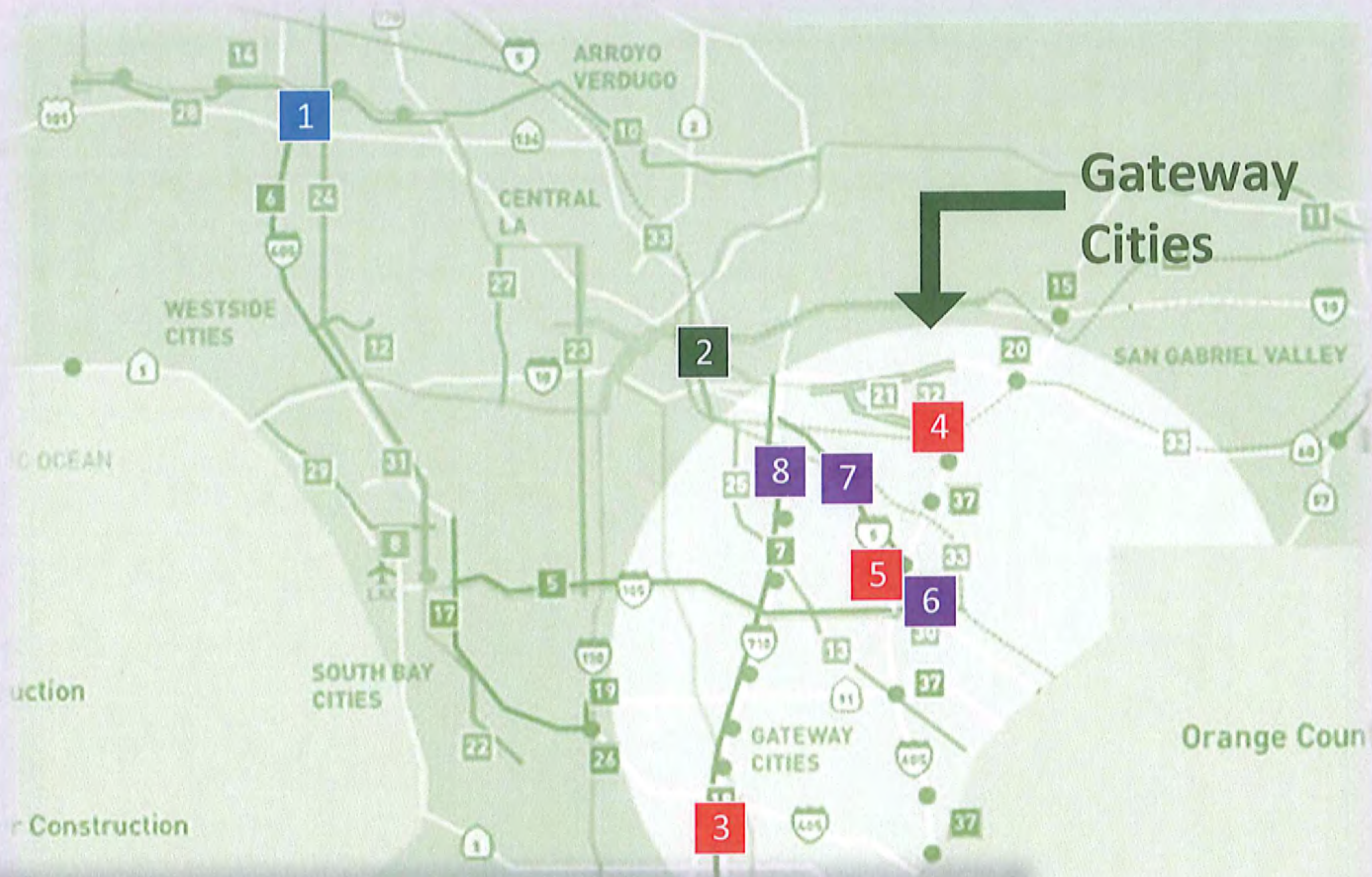
Gateway Cities Projects (2018-2029 Completion Date)

2018 - 2023	2024 - 2029
8 I-605 Improvements	9 West Santa Ana Branch LRT – Phase 1
	8 I-605 Improvements
Total Value: \$25,000*	Total Value: \$1,060,000*

* \$'s in Millions – FY 2015 \$'s
BRT - Bus Rapid Transit
LAT - Light Rail Transit

2030-2041 Major Project Implementation Map

Gateway Cities Compared to City of Los Angeles



City of Los Angeles Projects (2030-2041 Completion Date)

2030 - 2035

- 1 Sepulveda Pass - Phase 2

Total Value: \$5,674,000*

2036 - 2041

- 2 West Santa Ana Branch LRT

Total Value \$1,482,500*

Gateway Cities Projects (2030-2041 Completion Date)

2030 - 2035

- 3 I-710 Corridor - Phase 1
- 4 Gold Line East Extension LRT
- 5 I-605 Improvements

Total Value: \$1,925,000*

2036 - 2041

- 5 I-605 Improvements
- 6 I-5 Corridor (605-710)
- 7 West Santa Ana Branch LRT - Phase 2
- 8 I-710 Corridor - Phase 2

Total Value: \$3,521,060*

* \$'s in Millions - FY 2015 \$'s
BRT - Bus Rapid Transit
LAT - Light Rail Transit



City of Santa Fe Springs

City Council Meeting

October 20, 2016

PRESENTATION

Presentation to Milestone Event Celebrants

RECOMMENDATION:

The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with this presentation.

BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City residents have been invited to be recognized:

Geraldine Hoover – 90th Birthday

Margarita Lopez – 90th Birthday

Richard & Pauline Moore – 50th Wedding Anniversary

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

Thaddeus McCormack
City Manager

Attachment(s):

None



PRESENTATION

Presentation on the West Nile and Zika Virus

RECOMMENDATION:

- The Mayor may wish to call upon Kelly Middleton, Director of Community Affairs, from the Greater Los Angeles Vector Control District

BACKGROUND

West Nile virus is a mosquito-transmitted disease that can cause debilitating illness and death to humans as well as birds, horses and other wildlife. Twenty percent of infected people will require hospitalization.

There is also another virus transmitted by mosquito bites called the Zika virus. The most common symptoms of Zika virus disease are fever, rash, joint pain, and conjunctivitis (red eyes). The illness is usually mild with symptoms lasting from several days to a week. Severe disease requiring hospitalization is uncommon.

Currently there is no cure or vaccine for the West Nile or Zika virus.

The Greater Los Angeles Vector Control District (GLACVCD) is a local government and public health vectors and preventing human infections associated with mosquito-transmitted diseases. With schools now back in session, GLACVCD has issued the following tips to stay safe.

- Eliminate standing water around the home. It takes as little as five days for mosquito eggs to hatch into biting adults.
- Many children play sports or are outdoors from late afternoon to the evening hours, when mosquitoes are most active. Anyone outside during these hours should wear long-sleeved shirts and pants and use insect repellent containing DEET, Picaridin and oil for lemon eucalyptus.

To help West Nile & Zika Virus surveillance and control efforts, the public is encouraged to report any dead birds to GLACVCD.

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

Thaddeus McCormack
City Manager

Attachments: None



City of Santa Fe Springs

City Council

October 20, 2016

PROCLAMATION

Proclaiming October 23 - 31, 2016 "Red Ribbon Week"

RECOMMENDATION

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

BACKGROUND

The Red Ribbon Campaign is held annually to educate families on living healthy drug-free lifestyles. The residential and business communities along with the City and local school districts work together to promote their commitment to a drug-free community. National Red Ribbon Week is celebrated October 23rd through 31st and so we will host our annual community parade on Wednesday, October 26, 2016. This year's parade theme is "YOLO. Be Drug Free"

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

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

Thaddeus McCormack
City Manager

Attachment
Proclamation

Red Ribbon Week Proclamation

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

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

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

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

WHEREAS, the residential and business communities will demonstrate their commitment to drug-free communities and neighborhoods by celebrating in the “YOLO. Be Drug Free” community parade commencing on October 26, 2016 at 9:30 a.m.

NOW, THEREFORE, I, Richard J. Moore, MAYOR OF THE CITY OF SANTA FE SPRINGS, do hereby proclaim the week of October 23rd thru October 31st, 2016 as

RED RIBBON WEEK IN THE CITY OF SANTA FE SPRINGS

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

Dated this 20th day of October, 2016.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

October 20, 2016

PRESENTATION

Metro Little League Intermediate 50/70 and 8U All Stars

RECOMMENDATION

That the Mayor call upon Wayne Bergeron to assist with the presentation to the Metro Little League All Star Teams.

BACKGROUND

The Metropolitan Little League of Santa Fe Springs' Intermediate 50/70 All-Star recently completed a tremendous post-season run, advancing to the Western Regional Tournament in Nogales, Arizona, and falling one game short of going on to the Little League Intermediate Division World Series, ultimately falling to the team from Hawaii that went on to win the World Series. Manager Cesar Chavez and Coaches Luis Castro, Mike Givens, David Martinez, Hector Madrid, Mark Limones, and John Pugrad led an exceptional bunch of 13 year olds to an historical success. In addition, Metro's 8U squad won the District 29 Little League All Star Tournament

Board Members, Coaches, Players and Parents have been invited to tonight's Council Meeting to be recognized.

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

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

October 20, 2016

PRESENTATION

Department of Fire-Rescue Presentation of a New City of Santa Fe Springs Paramedic Squad Purchased with Community Development Block Grant Funds (CDBG).

RECOMMENDATION

The City Council may want to call upon Fire Chief Mike Crook to assist with the presentation.

BACKGROUND

The City participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a Department of Housing & Urban Development (HUD) entitlement program administered by the Los Angeles County Community Development Commission (LACDC). Pursuant to City Council authorization, Staff applied for and received funding in the amount \$259,924 to purchase and equip a Paramedic Squad Vehicle.


The cost of the vehicle was \$157,941.00. Following a competitive bid process, the vehicle was purchased from Boise Mobile Equipment in Boise, Idaho. The vehicle was assembled per specifications provided by the City's Fire and Rescue Department. The vehicle took approximately 10 months to assemble and was delivered on September 25, 2016.

Following the vehicle procurement process, Fire and Rescue Department Staff initiated the procurement process for the required equipment, including specialized emergency medical equipment required for life support services. The cost of the equipment for the Paramedic Squad Vehicle was \$101,983.00

The Paramedic Squad Vehicle is an important addition to the City's Fire and Rescue Department's equipment and will now be deployed to meet the emergency needs of both the residents and employees working in our business community.

The Department of Fire and Rescue Staff would like to acknowledge their appreciation for the support provided by the LACDC Staff, particularly Mr. Scott Stevenson, Director of Community Development, and Mr. Jeffrey Badre, Program Manager, Community Development Division.

As part of the October 20, 2016 City Council meeting, the Paramedic Squad Vehicle will be on display at the east City Hall entrance area for the City Council and the public to get a close-up view.


Thaddeus McCormack
City Manager

Report Submitted By: Fire Chief Michael Crook
Department of Fire-Rescue

Date of Report: October 12, 2016

ITEM NO. 21E



APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	2	Trujillo
Community Program	1	Moore
Community Program	2	Rounds
Community Program	5	Sarno
Community Program	4	Trujillo
Community Program	3	Zamora
Heritage Arts Committee	1	Zamora
Historical	1	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	1	Trujillo
Parks & Recreation	2	Sarno
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	1	Sarno
Senior Citizens	3	Trujillo
Senior Citizens	3	Zamora
Sister City	3	Sarno
Sister City	1	Trujillo
Sister City	1	Zamora
Youth Leadership	1	Moore
Youth Leadership	1	Rounds
Youth Leadership	3	Sarno
Youth Leadership	2	Trujillo
Youth Leadership	3	Zamora

Applications Received: Valerie Yvette A. Gonzales

Recent Actions: None.



Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Amber Jean Marquez

Valerie Yvette A. Gonzales

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Vacant	(18)
	Annie Petris	(17)
	Guadalupe Placencia	(17)
	Gloria Campos	(17)
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(17)
	Joseph Saiza	(17)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(17)
	Marlene Vernava	(17)
	Vacant	(17)
Sarno	Vacant	(18)
	Irene Pasillas	(18)
	Vacant	(18)
	May Sharp	(17)
	Vacant	(17)
Trujillo	Mary Jo Haller	(18)
	Vacant	(18)
	Margaret Bustos*	(18)
	Vacant	(17)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(18)
	George Felix	(18)
	Mary Jo Haller	(17)
	Gabriela Garcia	(17)
	Bryan Collins	(17)
Zamora	Vacant	(18)
	Mary Anderson	(17)
	Dolores H. Romero*	(17)
	Vacant	(18)
	Vacant	(17)
Rounds	Mark Scoggins*	(18)
	Vacant	(18)
	Vacant	(18)
	Anthony Ambris	(17)
	Johana Coca*	(17)
Sarno	Vacant	(17)
	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Vacant	(17)
Trujillo	Lydia Gonzales	(18)
	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(18)
	Martha Villanueva	(17)
	Margaret Bustos*	(17)
Zamora	Gaby Garcia	(18)
	Tina Delgado	(17)
	Gilbert Aguirre	(17)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(17)
	Ted Radoumis	(17)
Sarno	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(17)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(17)

Organizational Representatives: Nancy Stowe
(Up to 5) Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco
Neighborhood Center Room 1

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

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Laurie Rios	6/30/2018
Zamora	Vacant	6/30/2018
Rounds	Pauline Moore	6/30/2018
Sarno	Francis Carbajal	6/30/2018
Trujillo	Amparo Oblea	6/30/2018

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2017
Historical Committee	Sally Gaitan	6/30/2017
Planning Commission	Gabriel Jimenez	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

**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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(17)
	George Felix, Jr.	(17)
Zamora	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Larry Oblea	(17)
Rounds	Vacant	(18)
	Linda Vallejo	(18)
	Mark Scoggins*	(17)
	Janice Smith	(17)
Sarno	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Sally Gaitan	(17)
Trujillo	Vacant	(18)
	Vacant	(18)
	Merrie Hathaway	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(18)
	Adrian Romero	(17)
	William Logan	(17)
	Ralph Aranda	(17)
	Kurt Hamra	(17)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Jamie Castañeda	(18)
	Sally Gaitan	(17)
	Steve Gonzalez	(17)
Rounds	Kenneth Arnold	(18)
	Richard Legarreta, Sr.	(18)
	Johana Coca*	(18)
	Tim Arnold	(17)
	Mark Scoggins*	(17)
Sarno	Vacant	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(17)
	Vacant	(18)
	David Diaz-Infante	(17)
Trujillo	Miguel Estevez	(18)
	Andrea Lopez	(18)
	Vacant	(17)
	Anthony Ambris	(17)
	Arcelia Miranda	(17)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

PLANNING COMMISSION

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

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

Membership: 5

APPOINTED BY	NAME
Moore	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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(18)
	Vacant	(18)
	Paul Nakamura	(18)
	Astrid Shesterkin	(17)
	Vacant	(17)
Zamora	Vacant	(18)
	Vacant	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(17)
	Vacant	(17)
Rounds	Vacant	(18)
	Bonnie Fox	(18)
	Gilbert Aguirre	(17)
	Lorena Huitron	(17)
	Janie Aguirre	(17)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(17)
	Vacant	(17)
	Ed Duran	(17)
Trujillo	Vacant	(18)
	Vacant	(18)
	Elena Lopez Armendariz	(18)
	Margaret Bustos*	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(17)
	Peggy Radoumis	(17)
	Francis Carbajal	(17)
Zamora	Charlotte Zevallos	(18)
	Vacant	(18)
	Michele Carbajal	(17)
	Doris Yarwood	(17)
	Lucy Gomez	(17)
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Robert Wolfe	(18)
	Ted Radoumis	(17)
	Dominique Velasco	(17)
Sarno	Jeannette Wolfe	(18)
	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Cathy Guerrero	(17)
Trujillo	Vacant	(18)
	Andrea Lopez	(18)
	Dolores H. Romero*	(17)
	Marcella Obregon	(17)
	Miguel Esteves	(17)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

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

APPOINTED BY	NAME
Moore	Albert J. Hayes
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

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Richard Aguilar	(17)
	Evony Reyes	(18)
	Zachary Varela	(17)
	Vacant	(17)
	Giovanni Sandoval	(18)
Zamora	Metztli Mercado-Garcia	(17)
	Vacant	(17)
	Vacant	(18)
	Vacant	(18)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(17)
	Walter Alvarez	(18)
	Vacant	(17)
Sarno	Vacant	(18)
	Rafael Gomez	(17)
	Vacant	(18)
	Vacant	(18)
Trujillo	Paul Legarreta	(17)
	Ionnis Panou	(18)
	Vacant	(17)
	Vacant	(18)