



AGENDA

ADJOURNED REGULAR MEETING OF THE CITY COUNCIL

November 10, 2016
5:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

CITY COUNCIL

STUDY SESSION

3. Town Center Plaza Improvements

Recommendation: That the City Council:

- Approve the proposed site plan for the Town Center Plaza Improvements recommended by the Capital Improvement Plan (CIP) Subcommittee; and
- Authorize the City Engineer to solicit proposals for the design of the Town Center Plaza Improvements from the On-Call Consultant List.

4. **ADJOURNMENT**



City of Santa Fe Springs

City Council Meeting

November 10, 2016

STUDY SESSION

Town Center Plaza Improvements

RECOMMENDATION

That the City Council take the following actions:

1. Approve the proposed site plan for the Town Center Plaza Improvements recommended by the Capital Improvement Plan (CIP) Subcommittee; and
2. Authorize the City Engineer to solicit proposals for the design of the Town Center Plaza Improvements from the On-Call Consultant List.

BACKGROUND

Staff will make a presentation to the City Council regarding the proposed site plan for the Town Center Plaza Improvements. Staff has been working with RMA International (Consultant) and the CIP Subcommittee for approximately six months. The Director of Public Works, Noe Negrete and Bob McMahon, RMA International will be making the presentation to Council.

The Town Center Plaza Improvements consists of hardscape, landscape, irrigation, electrical/lighting, and drainage improvements to the Town Center Plaza and City Hall West Parking Lot. Staff will present to the City Council all the alternatives that were reviewed by the CIP Subcommittee and show the proposed site plan (see attached) recommended by the CIP Subcommittee.


Thaddeus McCormack
City Manager

Attachments:

Proposed Site Plan

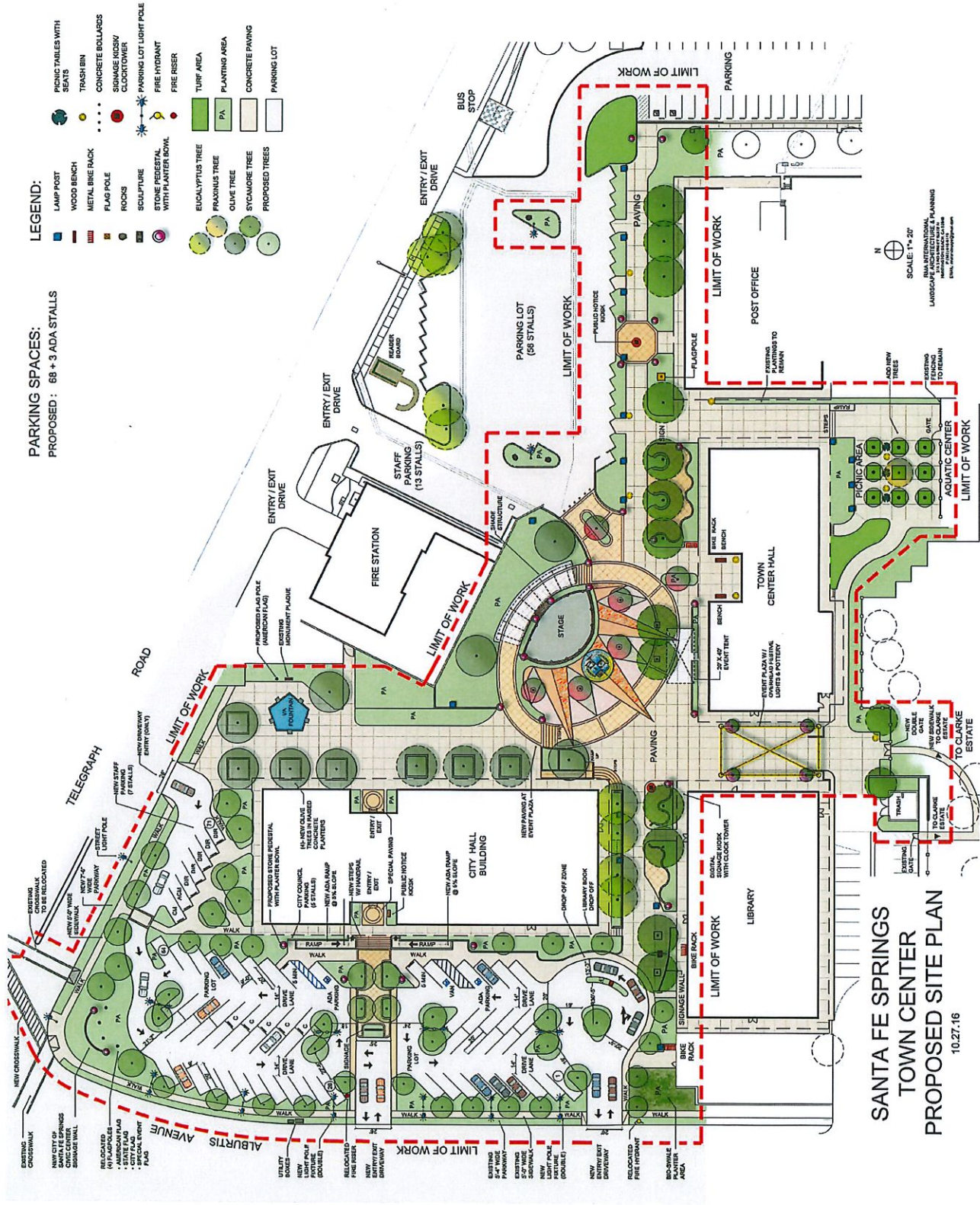
Report Submitted By: Noe Negrete
Department of Public Works

 Date of Report: November 3, 2016

ITEM NO. 3 – STUDY SESSION

PARKING SPACES:
PROPOSED : 68 + 3 ADA STALLS

- LEGEND:**
- LAMP POST
 - WOOD BENCH
 - METAL BIKE RACK
 - FLAG POLE
 - SCULPTURE
 - STONE PEBDESTAL WITH PLANTER SINK
 - PLANTING AREA
 - PA
 - CONCRETE PAVING
 - PARKING LOT
 - PLANTING TABLE WITH SEATS
 - TRASH BIN
 - CONCRETE BOLLARDS
 - SHEDGE KIOSK/CLOCKTOWER
 - PARKING LOT LIGHT POLE
 - FIRE HYDRANT
 - FIRE RISER
 - TURF AREA
 - EUCALYPTUS TREE
 - FRAXINUS TREE
 - OLIVE TREE
 - SYCAMORE TREE
 - PROPOSED TREES



AGENDA

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

**November 10, 2016
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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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 October 20, 2016 of the Housing Successor Agency.

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

SUCCESSOR AGENCY

4. Minutes of the October 20, 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 October 20, 2016 Regular City Council Meetings

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

NEW BUSINESS

7. Burlington Northern Santa Fe (BNSF) Third Main Track Pedestrian Improvements at the Rosecrans/Marquardt Intersection

Recommendation: That the City Council:

- Endorse the BNSF Third Main Track Pedestrian Improvement Project at the Rosecrans Avenue and Marquardt Avenue intersection.

8. Approval of Amendment No. 1 to the Stormwater Program Compliance Professional Services Agreement with John L. Hunter and Associates

Recommendation: That the City Council:

- Authorize the City Engineer to execute Amendment No. 1 to the Stormwater Program Compliance Professional Services Agreement with John L. Hunter and Associates.

9. Resolution No. 9532 Approving the Transfer the Franchise granted to ExxonMobil Oil Corporation by Ordinance No. 1064 to Torrance Pipeline Company, LLC

Recommendation: That the City Council:

- Adopt Resolution No. 9532 and approve the transfer of the franchise granted by Ordinance No. 1064 from ExxonMobil Oil Corporation to Torrance Pipeline Company, LLC.

10. Review and Consideration of Activities for the 2017 City of Santa Fe Springs' 60th Anniversary

Recommendation: That the City Council:

- Review the proposed (three (3) options of activities for the 2017 City of Santa Fe Springs' 60th Anniversary celebration to occur May 5 through May 7, 2017;
- Provide direction and feedback to staff regarding the three (3) options;
- If appropriate, approve additional appropriation to fund the City's 60th Anniversary.

11. Consideration of Entering Into an Exclusive Negotiating Agreement by and between the City of Santa Fe Springs and Dellan 1 Inc., Mike Patel and Shared R. Patel for Development of a Hotel or Hotels within the City of Santa Fe Springs

Recommendation: That the City Council:

- Authorize the Mayor or City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to enter into an Exclusive Negotiating Agreement with Dellan 1 Inc. Mike Patel and Shared R. Patel for Development of a Hotel or Hotels within the City of Santa Fe Springs.

12. I-5 Freeway/Valley View Segment - Status Update

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

Please note: Item Nos. 13 – 21, will commence in the 7:00 p.m. hour.

13. INVOCATION

14. PLEDGE OF ALLEGIANCE

15. INTRODUCTIONS

- Representatives from the Chamber of Commerce

16. ANNOUNCEMENTS

17. PRESENTATIONS

- a. Boys and Girls Club College Bound Program Partnership
- b. Presentation to Milestone Event Celebrant

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

18. Committee Appointments

City of Santa Fe Springs

Regular Meetings

November 10, 2016

19. 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.

20. EXECUTIVE TEAM REPORTS

21. 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

November 3, 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

November 10, 2016

APPROVAL OF MINUTES

Minutes of the October 20, 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:

- October 20, 2016

Staff hereby submits the minutes for Council's approval.


Thaddeus McCormack
City Manager

Attachment:

Minutes for October 20, 2016



APPROVED:

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

October 20, 2016

1. **CALL TO ORDER**

Mayor Moore called the meeting to order at 6:04 p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

Approval of Minutes

Minutes of the September 8, 2016 Housing Successor Agency Meeting.

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

It was moved by Council Member Trujillo, seconded by Council Member Sarno, approved Item No. 3 by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

Approval of Minutes

a. Minutes of the September 8, 2016 Successor Agency Meeting

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

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, approved Item No. 4 by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

CITY COUNCIL

5. **CITY MANAGER REPORT**

Thaddeus McCormack, City Manager spoke regarding the Great Shake Out and mentioned that City Hall experienced a real evacuation that the Director of Police Services

Dino Torres will elaborate further upon later in the meeting. He also spoke about Measure M, indicating that the Mayor, himself and others met with the Mayor of Los Angeles in an effort to try to come to some compromise that would allow the City to pull back the City's opposition to Measure M. The City of Los Angeles presented an option that purported to accelerate the funding and construction of the I-5 freeway expansion. He further reported that he and Mayor Moore have looked at the City of Los Angeles' proposal and believe it is not a viable option and recommended to continue the City's opposition of Measure M. Lastly, he indicated that the City had a visitor from Navajoa, Mr. Chung, who met with the Mayor. Mr. Chung is attempting to make connections with businesses in the City and Navajoa to build manufacturing relationships.

Mayor Moore reported that the meeting with the Chamber members and Mr. Chung went especially very well. The next steps are that the Chamber and Mr. Chung will exchange a list of business information that may be compatible and have a meeting with both sides of the border.

In addition, the Mayor, Julie Herrera and himself just returned from the 10th Anniversary Celebration of the Friendly Hills Bank who has an operation in Santa Fe Springs. As many know, Liz Buckingham of Friendly Hills Bank is very active in the SFS Chamber. They were very grateful that we could accommodate their celebration by holding tonight's meeting at 6:30 p.m.

Mayor Moore further commented about Measure M, Mayor Garcetti, and the Metro Crew like to play with words. When Measure R was passed, the City was informed and the City believed that the I-5 freeway was going to be widened to the 710 freeway. Then they said it was programmed and now there will not be any budget for that expansion for 40 years.

Item No. 6 was heard before Item No. 5

6. Approval of Minutes

A. Minutes of the September 8, 2016 City Council Meeting

Recommendation: That the City Council:

- Approve the minutes of the September 8, 2016, meeting as submitted.

It was moved by Council Member Sarno, seconded by Council Member Trujillo, approved the minutes of the September 8, 2016 City Council Meeting, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

PUBLIC HEARINGS

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.

Mayor Moore opened the Public Hearing. There were no public comments received. Mayor Moore closed the Public Hearing. It was moved by Council Member Zamora, seconded by Council Member Sarno, to approve Alcohol Sales Conditional Use Permit Case No. 69 subject to the conditions of approval contained within this report by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

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.

Mayor Moore opened the Public Hearing. There were no public comments

received. Mayor Moore closed the Public Hearing. Mayor Moore asked if any Council Members had any questions and/or comments.

Mayor Pro Tem Rounds thanked City staff and Council Member Trujillo for their hard work on working with the residents on the number of issues at Fulton Wells and indicated that hopefully we can resolve those issues in a timely manner.

Mayor Moore asked if anyone was present from Fulton Wells in the audience. Keith Dragoon of Standard Property Company, Inc. the Developer and Current Owner of Fulton Wells approached the podium to speak on this matter. He thanked Council Members Trujillo and Sarno for meeting with him and looks forward to working with the City closely.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Trujillo, to adopt Resolution No. 9526, 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, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

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

City Manager Thaddeus McCormack addressed the Council by indicating for the record that a substitute report was provided to Council that identifies the names of the contractors that received the plans and specs for this project. It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rounds, to 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 the contract to JJJ Floor Covering Inc. of Pico Rivera, CA, in the amount of \$34,822.50, by the following vote:

Ayes: Trujillo, Zamora, Rounds, Moore

Nayes: None

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.

*** Please See Item No. 11 for votes ***

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.

Council Member Zamora requested to combine Item Nos. 10 and 11 under one motion. It was moved by Council Member Sarno, seconded by Council Member Zamora, to adopt Resolutions Nos. 9528 and 9529, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

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.

It was moved by Council Member Trujillo, seconded by Council Member Zamora authorized 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, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

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.

It was moved by Council Member Zamora, seconded by Council Member Sarno, to approve the Soaring Dreams Plaza lawn area as the relocation site for the Heritage Arts in Public Places Omni art piece sculpture. Council Member Zamora

commented that the art piece will look very attractive in its new location. Mayor Moore expressed a concern that when a business owner no longer wants its art piece than that business owner should not be able to dispose of the art piece. If the City could get the owner of the art piece to assist the City in relocating the art piece then we should. In addition, Mayor Moore wanted to express that only Council can accept an art piece donation and not the Heritage Arts Committee. Item No. 13 was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

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.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rounds, to authorize Southern California Fleet Services, Inc. to overhaul the Department of Fire-Rescue's 1958 Seagrave "Wheezer" Parade Fire Engine, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

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 Manager Thaddeus McCormack wanted to note this is duplicative and the City has already entered into the agreement as is listed in Resolution No. 9527. City Attorney Steve Skolnik clarified that Council has already taken action on bullet point two and Council will only be taken action on bullet points one and three.

It was moved by Council Member Zamora, seconded by Council Member Trujillo to adopt bullet point one and three of the recommendations, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

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.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Sarno, to adopt Resolution No. 9530 Reaffirming the City's Opposition to MTA's Measure M. Council Member Zamora thanked the City Council for taking a strong stance against Measure M while other cities are wavering on this matter. City Manager Thaddeus McCormack commented that both the South bay COG and Gateway COG, which comprises of 43 cities, the COG recently took a vote 21-7, and two of those votes are County Supervisor seats, not quite the 43 but certainly in the COG a vast majority of the COG is standing firm in opposition to Measure M. Item No. 16 was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

Mayor Moore recessed the meetings at 6:44 p.m.

Mayor Moore convened the meeting at 7:06 p.m.

17. INVOCATION

Invocation was led by Council Member Zamora.

18. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the following students from Rancho Santa Gertrudes Elementary School:

1. Macie King
2. Madison Dearo
3. Giovanni Jimenez
4. Daniel Pacheco

19. INTRODUCTIONS

- None.

20. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Pumpkin Carving at all City Parks, Thursday, October 27th from 3:30 p.m. to 5:00 pm
- Crawlies Creepy at the Library, Saturday, October 22nd at 2:00 p.m.
- Sugar Skull Workshop at Heritage Park, Saturday, October 22nd, from 10:00 a.m. to 3:00 p.m.
- Halloween Fright Fest (for Active Adults 50+) at Gus Velasco Neighborhood Center, Friday, October 28th, 9:00 a.m. to 12:00 p.m.

21. PRESENTATIONS *Item B was presented before Item A*

- 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

22. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Mayor Pro Tem Rounds appointed Valerie Yvette Gonzalez to the Youth Leadership Committee.

23. ORAL COMMUNICATIONS

No speakers.

24. EXECUTIVE TEAM REPORTS

- Noe Negrete, Director of Public Works announced that the patio furniture at the aquatic center has been replaced and deck repairs will commence in two weeks as well. He also provided a few upcoming community-meeting dates regarding the I-5 freeway. Lastly, he announced that the number three lane on W/B Telegraph Road at Alburdis Avenue on Saturday would be out of commission until Monday morning. In addition, Public Works has been working on the lighting in the Council Chambers so no more on/off switches.
- Wayne Morrell, Director of Planning announced two new restaurants: Simply Poke and Bay Poke. He also announced Waba Culinary Lab making it the third Waba Restaurant in the City. In addition, he invited everyone to visit the Planning Department's Display in the lobby in honor of National Community Planning Month. Mr. Morrell deferred to Teresa Cavallo to invite Council and the Community to the Planning Department's Annual Smart Gardening Workshop.
- Dino Torres, Director of Police Services spoke about the Great Shake Out and thanked Darryl Pedigo for taking the lead. He also mentioned the City Hall evacuation and the calls received regarding the gas leak. He announced that an SNT Block Park was held at the Villages at Heritage Springs and thanked the SNT for all their help. Lastly, Police Services and Community Services participated in

the National Walk to School Day at Jersey Elementary and Rancho Santa Gertrudes Schools.

- Mike Crook, Fire Chief spoke about a naturally occurring gas cloud that was traveling west to east that caused the City Hall evacuation. Chief Crook received a request from Los Angeles County Region 1 for Ventura County Fire Department to assist in staffing 32 of their stations so that their entire department can attend the memorial services and honor Ryan Osler, the Ventura County Fire Fighter that unfortunately lost his life. Santa Fe Springs Fire Department along with the Cities of Compton, Vernon and Downey provided staff. Mrs. Osler sent a personal thank you note to the City of SFS for allowing the City's Fire Department to honor another fallen fire fighter. In addition, Chief Crook, the City Manager, and Chief Hayward sent the Navajoa Fire Fighters home with the donated Paramedic ambulance and apparently, they took the long way home because they have yet to arrive home from a text received. Chief Crook also provided an update on the Goodman-Birtcher project. Lastly, he thanked the community for their support of the Fire Department Open House in conjunction with the Rotary Club Car Show.
- Jose Gomez, Finance Director reported that he is moving into the next phase of purchasing the new finance system. He hopes to plan some site visits to the Cities of Lakewood and Newport Beach next to see how the system operates and receive firsthand knowledge of the system.
- Maricela Balderas, Community Services Director spoke that the City has received a generous donation from Willie Gordon to be used for the Willie Gordon Learning Center at the Gus Velasco Neighborhood Center. She also reported with summer being over the Library has returned to regular operating hours. Lastly, she announced that the Abigail Barazza Foundation with support of the City is hosting Fashion Friday on October 21st at 5p.m. – 10:00 p.m. in the Town Center Plaza

The following comments were made by the City Council:

- Council Member Zamora thanked staff for all that they do and he hopes that everyone passes the message along about Measure M.
- Mayor Pro Tem Rounds thanked everyone who participated in Relay for Life and looks forward to honoring those people at the next Council Meeting. He also mentioned the Haunted House is coming up and in honor of Dale Covington's 10th Anniversary of his passing staff has prepared a little something special. In addition, he is excited about the new zig-zag/format of the Haunted House.
- Council Member Sarno also wanted to thanked staff for everything they do especially since this is crunch time during the holiday season with all the wonderful City events and he appreciates staff's hard work. He also thanked the Fire Chief and the Fire Department on their new rig. He also congratulated Mayor Moore and Mrs. Moore on celebrating 50 years of marriage.

ADJOURNMENT

- 25.** Mayor Moore adjourned the meeting at 8:24 p.m. in memory of retired Sheriff Deputy Ray Esqueda.

Minutes of the October 20, 2016 Adjourned Housing Successor, Successor Agency and City Council Meetings

Richard J. Moore
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

November 10, 2016

NEW BUSINESS

Burlington Northern Santa Fe (BNSF) Third Main Track Pedestrian Improvements at the Rosecrans/Marquardt Intersection

RECOMMENDATION

That the City Council endorse the BNSF Third Main Track Pedestrian Improvement Project at the Rosecrans Avenue and Marquardt Avenue intersection.

BACKGROUND

BNSF in conjunction with Caltrans Division of Rail, has a third main track (Triple Track) project near completion between Los Angeles, CA and Fullerton, CA along the BNSF San Bernardino rail corridor. The only remaining section of triple track left to complete is less than 500 feet at the Rosecrans Avenue and Marquardt Avenue intersection in the City of Santa Fe Springs. BNSF will soon be filing an Application to Construct with the California Public Utilities Commission (CPUC) to complete the triple track project and fill the 500 feet gap by adding a third main track through the Rosecrans Avenue and Marquardt Avenue intersection.

The City of Santa Fe Springs is a key stakeholder and BNSF is currently seeking the City's endorsement for the installation of the third main track through the Rosecrans Avenue and Marquardt Avenue intersection.

In addition to the triple track project, Metro in partnership with the City, Caltrans and BNSF is currently in the design phase to construct a grade separation at the Rosecrans Avenue and Marquardt Avenue intersection and eliminate the at-grade crossing. In advance of the proposed grade separation project and in conjunction with the triple track project, BNSF is proposing a number of pedestrian improvements at the crossing. BNSF is confident these improvements will improve safety at the crossing for vehicles and pedestrians and aid in the construction of the overpass.

A summary of the pedestrian improvements and project benefits are listed below:

1. BNSF is proposing a new 10 feet wide pedestrian crossing equipped with automatic pedestrian flashers and gates to be constructed at a 90 degree angle, perpendicular to BNSF's main tracks in the Northwest quadrant of the Rosecrans Avenue and Marquardt Avenue intersection.
2. Fencing and signage will be installed prohibiting pedestrians from crossing BNSF's rail corridor along the southeasterly side of Rosecrans Avenue. Fencing at Coyote Creek will also be installed to prohibit pedestrians from entering the railroad right-of-way.

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

Date of Report: November 3, 2016

ITEM NO. 7

3. As mentioned before, there is approximately 500 feet of third main track remaining to be constructed to complete a three main track system between L.A. and Fullerton. This results in a severe "bottle neck" for both freight and passenger trains at Rosecrans Avenue and Marquardt Avenue intersection. The "bottle neck" slows train operations through the crossing. It takes more time for trains to clear the crossing resulting in longer periods that the gates are in the lowered position. Over a 6 day period, our data reveals the gate down time at Rosecrans / Marquardt is 21 hours versus gate down time of 16 hours at Lakeland Road, where three main tracks exist today. The Lakeland Road at-grade crossing is within 3 miles of the Rosecrans Avenue and Marquardt Avenue intersection and sees the same rail traffic. This is equivalent to approximately 40 minutes more of gate down time in a 24 hour period at the Rosecrans Avenue and Marquardt Avenue intersection. BNSF anticipates volumes to increase on this rail corridor as the Ports of Long Beach and Los Angeles are forecasting increased container arrivals, which generally results in more freight trains.
4. The installation of a third main track in place prior to the construction of the Rosecrans / Marquardt grade separation project could reduce the construction schedule and potentially decrease construction costs. BNSF is currently projecting fifty (50) freight trains at the time of construction. This is in addition to the thirty (30) Metrolink and twenty-two (22) Amtrak passenger trains that currently operate over the at-grade crossing.

Staff recommends that the City Council take formal action to endorse the Pedestrian Improvements in conjunction with the installation of the BNSF Third Main Track.

FISCAL IMPACT

The project does not require any City Funds.

INFRASTRUCTURE IMPACT

The construction of the interim pedestrian improvements at the Rosecrans/Marquardt intersection will improve the safety of pedestrians and traffic flow at the Rosecrans Avenue/Marquardt Avenue intersection.



Thaddeus McCormack
City Manager

Attachment

1. Proposed Pedestrian Improvement Plan
2. Fencing Improvements at Coyote Creek

[illegible]

REV	DATE	DESCRIPTION
1	10/20/18	CPUC EXHIBIT PROPOSED FENCING NOT FOR CONSTRUCTION

DESIGNED BY	J. FELIX
DRAWN BY	J. FELIX
CHECKED BY	A. YALDA
APPROVED BY	A. YALDA
DATE	

JACOBS

BNSF
RAILWAY

LOS ANGELES TO FULLERTON TRIPLE TRACK
 GRADE CROSSING IMPROVEMENTS
 DOT# 027656A - CPUC 002-157.80

APPROVED: _____

DATE: _____ COUNTY OF LOS ANGELES

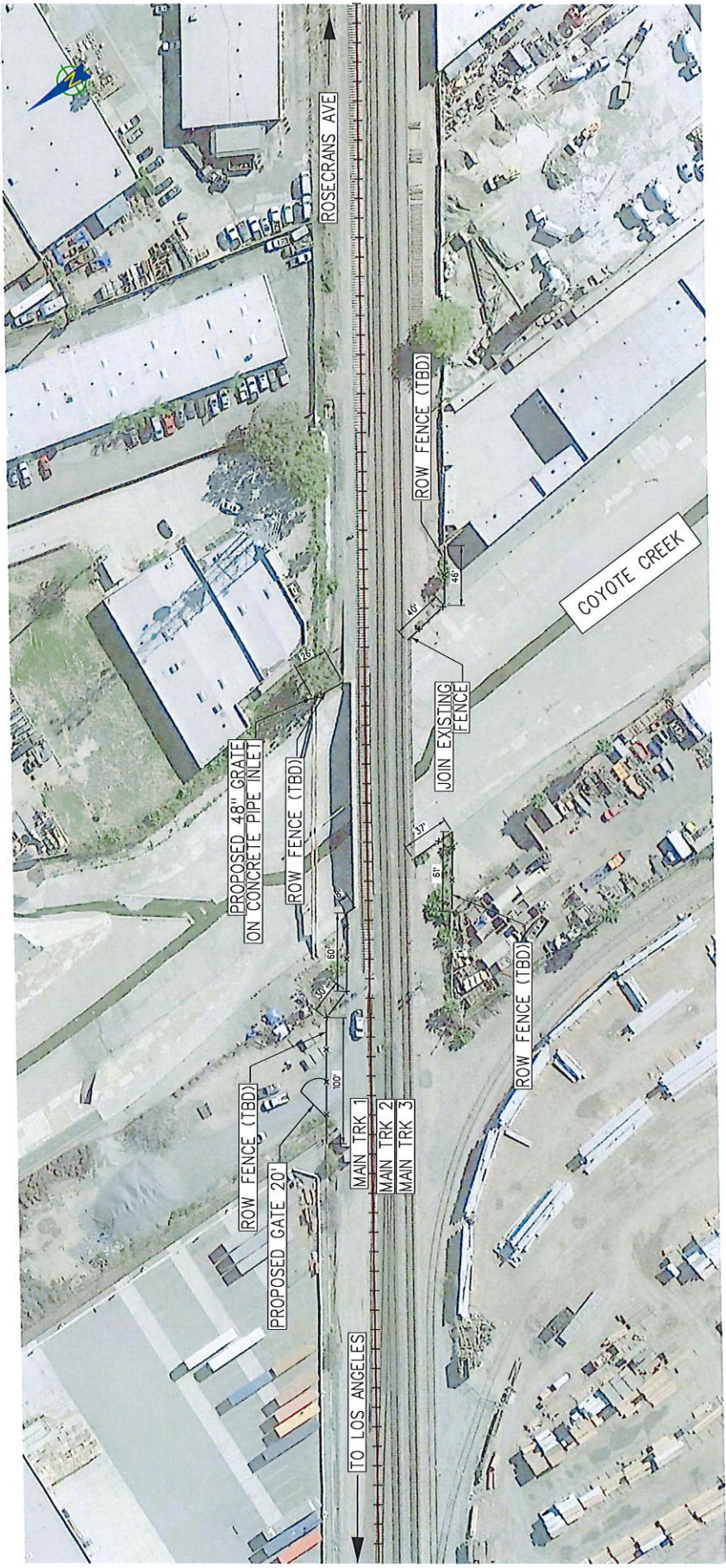
CITY OF SANTA FE SPRINGS

CONTRACT NO. _____

DRAWING NO. _____

REVISION _____ SHEET NO. _____

SCALE _____





City of Santa Fe Springs

City Council Meeting

November 10, 2016

NEW BUSINESS

Approval of Amendment No. 1 to the Stormwater Program Compliance Professional Services Agreement with John L. Hunter and Associates

RECOMMENDATION

That the City Council authorize the City Engineer to execute Amendment No. 1 to the Stormwater Program Compliance Professional Services Agreement with John L. Hunter and Associates.

BACKGROUND

The City Council awarded a professional services contract to John L. Hunter and Associates on April 14, 2016 to ensure compliance with the increased requirements of the State mandated Stormwater Program.

Due to the implementation of the new Watershed Management Plan requirements, the initial agreement included an estimated funding amount for six (6) development plan checks and fourteen (14) site inspections. Those milestones have been met within the first seven months of providing said services. In addition, since this program is relatively new to the industry, it is taking four to six plan checks to get the plans approved, when two to three plan checks were budgeted. Furthermore, the development plan checks have been large developments which have taken more time to review. The developments that have been completed are Cenco (Goodman-Bircher) Phase 1, former Dairy site, and Aldi's to name a few. A comprehensive picture of the future needs regarding these services has now developed and requires that the contract amount be amended. As a result, Staff is requesting City Council authorization to execute Amendment No. 1 for an additional amount of \$60,000 for fiscal year (FY) 16/17 and \$80,000 total for FY17/18.

FISCAL IMPACT

Funding for the Stormwater Program Compliance Professional Services is included in the approved Public Works Department FY 16/17 and FY 17/18 budgets.

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

Thaddeus McCormack
City Manager

Attachments:

1. Amendment No. 1
2. Schedule of Hourly Rates
3. Agreement dated April 14, 2016

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

Date of Report: November 3, 2016

ITEM NO. 8

CONTRACT AMENDMENT NO. 1
STORMWATER PROGRAM COMPLIANCE SERVICES FOR THE NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND
MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4),
ORDER NO. R4-2012-0175 (MS4 PERMIT)

In accordance with the Contract Agreement dated April 14, 2016 as executed by John L. Hunter & Associates (Consultant), a California corporation, and the City of Santa Fe Springs (CITY), a municipal corporation, Contract Amendment No. 1 modifies the amount not-to-exceed for providing said Scope of Services. The original amount of the contract was for an estimated six (6) development projects and fourteen (14) site inspections.

CITY OF SANTA FE SPRINGS:

Authorized Representative: Noe Negrete, Director of Public Works/City Engineer
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

JOHN L. HUNTER & ASSOCIATES:

Authorized Representative: John L. Hunter, President
John L. Hunter & Associates
Address: 6131 Orangethorpe Avenue, Suite 300
Buena Park, CA 90620
Telephone No.: (562) 802-7880

SERVICES: CITY hereby proposes that Consultant perform NPDES Program Compliance Services (Services) which includes development plan check, SWPPP review and site inspections. The initial fee (\$18,855) assumed six (6) plan checks for development and fourteen (14) site inspections. Within the first six months, both of the milestones were met. Therefore, an additional \$60,000 is requested to provide Services up to June 30, 2016 (fiscal year 16/17). Furthermore, an amount of \$80,000 is requested for Fiscal Year 17/18 to provide said Services.

ACCEPTANCE of the terms of Contract Amendment No. 1 is acknowledged by the following signatures of the Authorized Representatives.

CITY OF SANTA FE SPRINGS

JOHN L. HUNTER & ASSOCIATES

Noe Negrete, Director of Public Works

John Hunter, President

Date

Date

Stormwater Program Compliance Services
(NPDES) (MS4)

Schedule of Hourly Rates

Principal, Principal Project Manager, Staff Engineer	\$165/hr
Programs/Project Manager, Project Engineer	\$135/hr
Field Operations Manager	\$115/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2015

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April 2016 by and between the CITY OF SANTA FE SPRINGS (CITY), and John L. Hunter & Associates, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in attached proposal and shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. CITY shall compensate CONSULTANT for the SERVICES as detailed in the proposal, dated 10/18/15 (attached hereto), in the total amount not to-exceed of \$18,855.00. CONSULTANT shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
3. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
4. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
5. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the negligent or willful acts, errors or omission of CONSULTANT, in the performance of the Agreement.
6. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
7. CONSULTANT shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
8. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:
 - a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1, 000,000) per occurrence and,
 - b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by

Stormwater Program Compliance


CONSULTANT.

c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

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

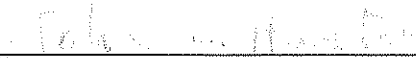
9. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

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




CONTRACTOR SIGNATURE

DATE



NAME (PRINT)



TITLE



COMPANY NAME

Corporation ☒

Sole Proprietor ☐

Partnership ☐

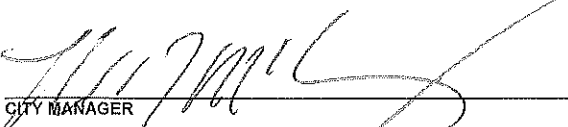
LLC ☐

SSN OR TAX ID#

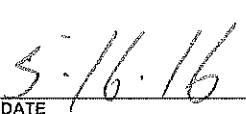
ADDRESS

CITY, STATE, ZIP

TELEPHONE NO.



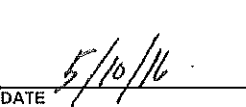
CITY MANAGER



DATE



DEPARTMENT HEAD SIGNATURE



DATE

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

Stormwater Program Compliance



City of Santa Fe Springs

City Council Meeting

November 10, 2016

NEW BUSINESS

Resolution No. 9532 Approving the Transfer of the Franchise Granted to ExxonMobil Oil Corporation by Ordinance No. 1064 to Torrance Pipeline Company, LLC

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 9532 and approve the transfer of the franchise granted by Ordinance No. 1064 from ExxonMobil Oil Corporation to Torrance Pipeline Company, LLC.

BACKGROUND

ExxonMobil Oil Corporation was granted a renewal of their existing franchise with the City that became effective on April 25, 2015 in order to continue operating their pipelines in the City per Ordinance No. 1064. A copy of Ordinance No. 1064 is included as an attachment to this report. The term of the renewal was 10 years.

On July 1, 2016, ExxonMobil Oil Corporation transferred all of their assets covered by Ordinance No. 1064 into the name of Torrance Pipeline Company, LLC. The Notice of Sale of Assets and Bill of Sale and Assignment are included as attachments to this report. Torrance Pipeline Company, LLC will operate and maintain the facilities pursuant to the terms and conditions specified in the current franchise and has agreed to assume all of the Franchisee's obligations contained in the franchise granted by Ordinance No. 1064.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

None


Thaddeus McCormack
City Manager

Attachments:

1. Resolution No. 9532
2. Ordinance No. 1064
3. Notice of Sale of Assets
4. Bill of Sale and Assignment

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

Date of Report: November 3, 2016

ITEM NO. 9

RESOLUTION NO. 9532

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
APPROVING THE TRANSFER OF AN EXISTING PIPELINE FRANCHISE FROM
EXXONMOBIL OIL CORPORATION TO TORRANCE PIPELINE COMPANY, LLC.**

WHEREAS, the City of Santa Fe Springs granted a pipeline franchise to ExxonMobil Oil Corporation by adopting Ordinance No. 1064, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, ExxonMobil Oil Corporation has entered into a Sale and Purchase Agreement with PBF Holding Company LLC to purchase the assets covered by Ordinance No. 1064; and

WHEREAS, the assets covered by Ordinance No. 1064 were transferred into the name of Torrance Pipeline Company LLC on July 1, 2016; and

WHEREAS, Torrance Pipeline Company, LLC, has agreed to assume all of the Franchisee's obligations contained in the franchise granted by Ordinance No. 1064; and

WHEREAS, Torrance Logistics Company LLC will operate and maintain the facilities pursuant to the terms and conditions of said pipeline franchise; and

WHEREAS, the subject pipeline is a proprietary line and not a common carrier line, and approval from the California Public Utilities Commission will not be required.

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

SECTION 1: The City Council hereby grants the transfer of the franchise granted by Ordinance No. 1064 to Torrance Pipeline Company, LLC.

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.

APPROVED:
ITEM NO.:

PASSED AND ADOPTED THIS 10th day of November 2016.

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

APPROVED and ADOPTED this 10th day of November 2016.

Richard J. Moore, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

APPROVED AS TO FORM

Steve Skolnik, City Attorney

ORDINANCE NO. 1064

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS, CALIFORNIA
GRANTING A FRANCHISE TO EXXONMOBIL OIL CORPORATION
IN THE CITY OF SANTA FE SPRINGS**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS as follows:

Section 1: The franchise is hereby granted to ExxonMobil Oil Corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place pipelines for the transportation of petroleum, oil and liquid hydrocarbon products thereof, gas or water, together with all manholes, valves, communication cables, appurtenances and service connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along and across any and all public streets, alleys and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

Section 2. The Grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of four cents (\$.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of lineal feet of such pipe within the public streets, ways, alleys, or other public places within the City. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

The City reserves the right, upon one year's written notice to the Grantee, to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

Section 3. EXXONMOBIL OIL CORPORATION agrees to perform integrity assessments of all underground pipelines subject to this Franchise, pursuant to the California Pipeline Safety Act of 1981. Soil testing under the pipelines shall be conducted pursuant to State, Federal and Chapter 97 of the City of Santa Fe Springs Code of Ordinance requirements.

At all times during the term of this franchise, ExxonMobil shall maintain emergency response equipment and trained personnel for the purposes of implementing emergency response. Personnel shall be trained and equipment shall be maintained pursuant to Federal and State laws, rules or regulations.

Section 4. Abandonment of pipelines shall be done according to City specification. Said specification shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, or other product as approved by the City Engineer, and a fee of one-half (½) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee, and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

EXXONMOBIL OIL CORPORATION shall prepare and furnish to the Fire Department an environmental assessment for the removal or abandonment of any underground pipeline covered by this franchise. For the purpose of this section, "environmental assessment" shall mean excavation activities and the discovery and handling of environmental contamination during a preliminary site investigation in compliance with applicable Federal and/or State laws, rules or regulations.

Section 5. This franchise is issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

Section 6. This franchise is subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Section 7. All new mains laid under this franchise shall be laid and maintained pursuant to current City requirements as provided by the City's Department of Public Works or Engineering Staff. In all cases construction shall be in accordance with the CFR Title 49 part 195.250.

Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.

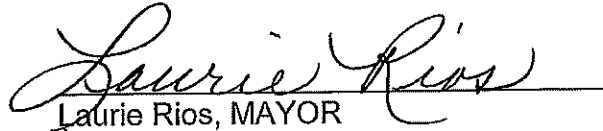
- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

PASSED and ADOPTED this 26th day of March 2015, by the following called vote at a regular meeting of the City Council of the City of Santa Fe Springs:

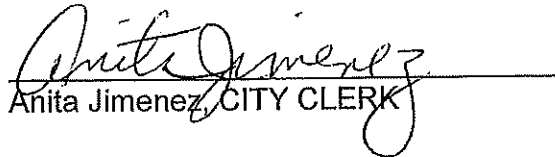
AYES: Rounds, Sarno, Trujillo, Moore Rios

NOES: None

ABSENT: None


Laurie Rios, MAYOR

ATTEST:


Anita Jimenez, CITY CLERK

ExxonMobil Pipeline Company
12851 East 166th Street
Cerritos, CA 90703-2103
(310) 212-1794 Telephone
(310) 212-1788 Facsimile



CERTIFIED MAIL

May 9, 2016

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

Attention: Thaddeus McCormack, City Manager

Subject: Notice of Sale of Assets - Amended
Franchise Ordinance No. 1064

On March 18, 2016 you were provided ExxonMobil Oil Corporation's (ExxonMobil) notice of pending change of ownership of its assets located within the City of Santa Fe Springs under Franchise Ordinance No. 1064 (see attached "Notice"). Please accept this letter as an amendment to that Notice. For ease of reference, I have italicized the amended portion of the Notice.

For the period extending from the date the sale is finalized to the date the subject franchise is assigned to Torrance Pipeline Company LLC (Torrance Pipeline), the franchise will remain in ExxonMobil's name, Torrance Pipeline will be the owner, and Torrance Logistics Company LLC (Torrance Logistics) will be the operator of said facilities. *As owner of said facilities, Torrance Pipeline will secure all Insurance documents as required, and will name ExxonMobil as an additional insured.* Torrance Logistics will continue to operate and maintain the facilities pursuant to the terms and conditions of the Franchise, which will include obtaining necessary construction permits for the on-going maintenance.

If you have any questions or require additional information at this time, please contact Mr. John Delavigne at Paragon Partners Ltd., ExxonMobil's right of way consultant for this project. Mr. Delavigne can be reached at (714) 379-3376.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Teri Shinde".

Teri A. Shinde, SR/WA, R/W-NAC
West Coast Regional Right of Way Coordinator
For ExxonMobil Oil Corporation

Attachment
cc: M. Boone (PBF Holding Company LLC)

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is executed this 1st day of July, 2016, by and among EXXONMOBIL OIL CORPORATION, a New York corporation, MOBIL PACIFIC PIPELINE COMPANY, a Delaware corporation (together, "Sellers") and PBF HOLDING COMPANY LLC, a Delaware limited liability company ("Purchaser"). All capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Sellers and Purchaser entered on September 29, 2015 into that certain asset sale and purchase agreement (the "Purchase Agreement"), pursuant to which Sellers agreed to sell to Purchaser, and Purchaser agreed to purchase from Sellers all of Sellers' right, title and interest in and to the Assets; and

WHEREAS, the execution and delivery of this Bill of Sale by Sellers is a condition to the obligation of Purchaser to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement, Sellers do hereby agree as follows:

1. Transfer of Assets. As of the Closing, Sellers do hereby sell, assign, transfer, convey and deliver or does hereby cause to be sold, assigned, transferred, conveyed and delivered to Purchaser or an entity listed on Schedule A attached hereto (each, a "Designated Affiliate"), free and clear of all Encumbrances except for Permitted Encumbrances, all of Sellers' right, title and interest in and to the Assets.
2. Acceptance. As of the Closing, Purchaser, on behalf of itself and each Designated Affiliate, hereby purchases and accepts all rights, title and interest in and to the Assets free and clear of all Encumbrances except for Permitted Encumbrances.
3. No Modification. This Bill of Sale is made pursuant to, and is subject to the terms of, the Purchase Agreement. Notwithstanding anything to the contrary contained in this Bill of Sale, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties under the Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.
4. Further Assurances. Sellers shall, from time to time after the delivery of this Bill of Sale, at Purchaser's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by the Purchaser or a Designated Affiliate as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Purchaser or a Designated Affiliate of the Assets as contemplated under the Purchase Agreement.

5. Miscellaneous Provisions. The general provisions set forth in Article XVI of the Purchase Agreement are hereby incorporated and made a part hereof, *mutatis mutandis*.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed as of the date first written above.


EXXONMOBIL OIL CORPORATION

By: 
Name: NICHOLAS F. KARIM
Title: ATTORNEY-IN-FACT

MOBIL PACIFIC PIPELINE COMPANY

By: 
Name: NICHOLAS F. KARIM
Title: ATTORNEY-IN-FACT

PBF HOLDING COMPANY LLC

By: 
Name: Jeffrey Dill
Title: President, Western Region

Schedule A

Designated Affiliates

PBF Energy Western Region LLC

Torrance Refining Company LLC

Torrance Logistics Company LLC

Torrance Pipeline Company LLC

Torrance Basin Pipeline Company LLC

Torrance Valley Pipeline Company LLC



City of Santa Fe Springs

City Council Meeting

November 10, 2016

NEW BUSINESS

Review and Consideration of Activities for the 2017 City of Santa Fe Springs' 60th Anniversary

RECOMMENDATION

That the City Council:

- 1) Review the proposed three (3) options of activities for the 2017 City of Santa Fe Springs' 60th Anniversary celebration to occur May 5 through May 7, 2017.
- 2) Provide direction and feedback to staff regarding the three (3) options.
- 3) If appropriate, approve additional appropriation to fund the City's 60th Anniversary

BACKGROUND

The City of Santa Fe Springs was incorporated on May 15, 1957. 2017 will mark the 60th anniversary of the incorporation for the City of Santa Fe Springs. This is an important milestone for the City. Two previous major milestone anniversary celebrations featured various events anchored by a community parade. In 1982 and 2007, the City celebrated its 25th and 50th anniversaries respectively with a parade that featured the high school marching bands, floats, dignitaries and carnival festivities.

Staff has researched various options to commemorate the City's 60th anniversary and has developed three (3) options for City Council's review and consideration. The events would be scheduled on the weekend of May 5 through May 7, 2017. Each option presents an opportunity to celebrate the milestone anniversary, with varying degrees of scale and budget. Additionally, during the development and planning process, staff concluded that the costs for all three options exceed the current budget appropriation of \$50,000 to fund this event (budget analysis attached).

The following are options of activities for the City's 60th Anniversary Celebration:

OPTION 1:

Carnival Option – 3 Day Event/Cost: \$75,000

Friday, May 5, 2017 from 5:00 p.m. to 11:00 p.m.

Saturday, May 6, 2017 from 12 noon to 11:00 p.m. (all city celebratory festivities take place)

Sunday, May 7, 2017 from 12 noon to 8:00 p.m.

This option would provide a 3 day carnival event with celebratory festivities (coordinated by city staff) taking place only on Saturday, May 6, 2017. Staff is



City of Santa Fe Springs

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currently in discussion with two carnival vendors to provide a 3 day carnival at no cost to the City.

The vendors would provide all staffing for the game booths, rides and food area. Ride options include typical fair rides such as a Ferris wheel, spinning swings, funhouse, etc. Game options include balloon darts, ring toss, milk bottles, water races and basketball to name a few. The carnival vendors also have a large list of food vendors they work with to select various options of food. The typical cost for an all-day rides wristband would be \$20-\$25 for community residents. Based on the discussion with the carnival vendors, the three day timeframe allows for the carnival vendor to recoup their costs for the rides, games and staffing.

The celebratory festivities would complement this option. They would take place on Saturday, May 6, 2017 between the hours of 7:00 a.m. to 11:00 p.m. which include an early morning 5K family fun run (already budgeted, 7:00 a.m. start time), a community parade (10:00 a.m. to 12 noon), and musical entertainment between the hours of 12 noon to 11:00 p.m. Musical entertainment would consist of various community groups and conclude with a couple of entertainers and a music headliner. Both Friday, May 5th and Sunday, May 7th would only include the activities provided by the carnival vendor (i.e. rides, games and food vendors).

OPTION 2:

Carnival Option – 1 Day Carnival Event/Cost: \$109,000

Saturday, May 6, 2017 12 Noon to 11:00 p.m.

A one day carnival option increases costs significantly. The one day carnival option would take place on Saturday, May 6, 2017, from 12 noon - 11:00 p.m. The celebratory festivities would continue to include an early morning 5K family fun run (already budgeted, 7:00 a.m. start time), community parade (10:00 a.m. to 12 noon), and musical entertainment enhancing the carnival activities between the hours of 12 noon to 11:00 p.m. This option encompasses carnival vendor rental fees for the rides and game booths. The cost to rent rides and games range from \$3,000 on the low end, to upwards of \$10,000 for major attraction rides like a Ferris wheel. Based on a rental agreement, the City can collect revenue for the rides instead of the vendor. The rental vendor ensures the carnival vendor is able to cover their costs for the rides and equipment and the responsibility of collecting revenue for the rides falls on the City.

OPTION 3:

Inflatable Attractions Option – 1 Day Event/Cost: \$97,500

Saturday, May 6, Noon – 10:00p.m.

This option contains the same features as Option 2, but utilizing inflatable attractions and climbing walls versus carnival rides. This is similar to other events that the City has hosted, such as the rock climbing wall at Fiestas Patrias and the inflatables at the



City of Santa Fe Springs

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Family Fun Run. Attractions for this option include: bounce houses, obstacle course, roller raceway, jumbo slide, rock climbing wall, and bungee jump. For a one day rental attractions range in price from \$500 to \$3,500. To rental 6 attractions for a one day event, the cost would be in the range of \$8,000 - \$8,500. The City would be able to collect revenue by charging a ride fee, or an all-day wrist band fee. However this option does increase costs due to the need of additional rentals, additional staff labor, supplies and costs for game prizes.

The options listed above are for the Council's review and consideration. Staff is requesting feedback and direction for this event.

FISCAL IMPACT

The City's 60th Anniversary event is currently funded at \$50,000 through the Non-Recurring (9000) budget. Depending on the option that is approved, it will require an additional appropriation.


Thaddeus McCormack
City Manager

Attachments:

60th Anniversary cost analysis
Proposed entertainment timeline
Proposed Parade and Fun Run Route



City's 60th Anniversary Celebration

	OPTION #1	OPTION #2	OPTION #3
	3 Day Carnival	1 Day Carnival	1 Day (City Only)
	Saturday	Saturday	Saturday
	Festivities	Festivities	1 Day
	5/6/2016	5/6/2016	5/6/2016
Total Approved Budget:			
\$50,000			
EXPENDITURES:			
Entertainment/ Stage Equipment			
Entertainment	\$ 16,000.00	\$16,000.00	\$16,000.00
Stage Rentals/Equipment	\$ 20,000.00	\$20,000.00	\$20,000.00
MC (volunteer or lower cost option)	\$ 1,000.00	\$1,000.00	\$1,000.00
Total:	\$ 37,000.00	\$37,000.00	\$37,000.00
Labor Estimate			
Labor (PW, CS PT staff, Public Safety)	\$ 18,000.00	\$18,000.00	\$20,000.00
Total:	\$ 18,000.00	\$18,000.00	\$20,000.00
Supply Costs			
Marketing/Print Material (i.e. banners, programs, etc.)	\$10,000.00	\$10,000.00	\$10,000.00
Refreshments Volunteers	\$500.00	\$500.00	\$500.00
Decoration	\$1,000.00	\$2,000.00	\$2,000.00
Cake	\$500.00	\$500.00	\$500.00
Give aways	\$2,000.00	\$2,000.00	\$2,000.00
Game booth supplies/prizes		\$5,000.00	\$3,000.00
Total:	\$14,000.00	\$20,000.00	\$18,000.00
Contractual Costs			
Event Insurance	\$2,000.00	\$2,000.00	\$2,000.00
Equipment Rentals	\$2,000.00	\$8,000.00	\$10,000.00
Parade Management Software	\$0.00	\$0.00	\$0.00
Carnival Vendor (5 attractions)	\$0.00	\$22,000.00	
Portable Restrooms	\$2,000.00	\$2,000.00	\$2,000.00
Inflatable Interaction Jumpers/Equipment			\$8,500.00
Total:	\$6,000.00	\$34,000.00	\$22,500.00
REVENUE:			
Total Revenue	\$0.00	\$0.00	\$0.00
Total Expenditures	\$75,000.00	\$109,000.00	\$97,500.00
TOTAL COST:	(\$75,000.00)	(\$109,000.00)	(\$97,500.00)

Proposed Entertainment Time Line

Saturday, May 6th

12:00 p.m. – 12:30 p.m. – Community Group

12:45 p.m. – 1:15 p.m. – Community Group / Parade Awards

1:30 p.m. – 2:30 p.m. – Up Stream Music Reggae Band (\$2,000)

2:45 p.m. – 3:15 p.m. – Community Group

3:30 p.m. – 4:30 p.m. – Band (\$500)

4:30 p.m. – 5:00 p.m. – Band Transition (Announcements)

5:00 p.m. – 5:30 p.m. – City's Happy Birthday Celebration

5:45 p.m. – 7:45 p.m. – Mestizo Band (\$2,000)

8:00 p.m. – 10:00 p.m. – Music Headliner (i.e. Mariachi's) (\$11,500)

Total Entertainment: \$16,000

Masters of Ceremony (MC): \$1,000

Stage & Sound: \$20,000

City of Santa Fe Springs

60th Anniversary

(1957-2017)

*Proposed Parade Route/ Entertainment
Time Line*



PROPOSED FAMILY FUN RUN / PARADE ROUTE

Family Fun Run (3.1 miles)

Heritage Park – Starting Line

Route- Orr & Day/Telegraph Rd. / Heritage Park

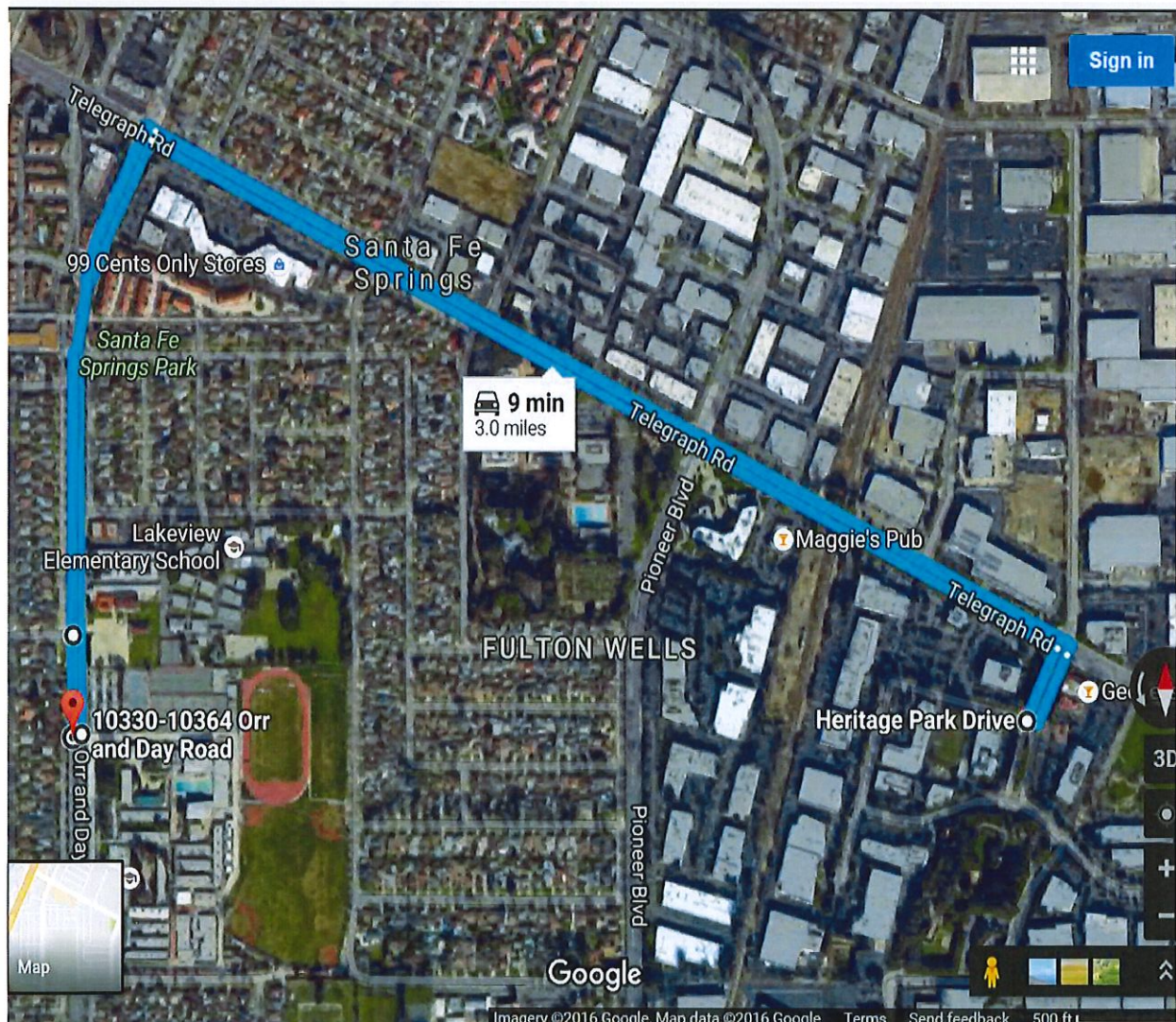
Telegraph Rd. /Orr & Day/Heritage Park – Finish Line

60TH ANNIVERSARY PARADE ROUTE - 1.5 MILES

Santa Fe High School – Staging Area

Route- Orr & Day/Telegraph Rd. / Heritage Park/Mora Dr.

Heritage Park/Sculpture Garden – Parade End/Carnival



Proposed Carnival Layout





NEW BUSINESS

Consideration of Entering Into an Exclusive Negotiating Agreement By and Between the City of Santa Fe Springs and Dellan 1 Inc. , Mike Patel and Sharad R. Patel for Development of a Hotel or Hotels within the City of Santa Fe Springs

RECOMMENDATION

That the City Council:

- Authorize the Mayor or City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to enter into an Exclusive Negotiating Agreement with Dellan 1 Inc., Mike Patel and Sharad R. Patel for Development of a Hotel or Hotels within the City of Santa Fe Springs

BACKGROUND:

The City is interested in promoting the development of a hotel within its boundaries. In September, 2007, the City commissioned an Analysis of Potential Market Demand for a Proposed Hotel to be Located in Santa Fe Springs. This Study was updated in October, 2016. The Hotel Study identified several sites (Exhibit "A") as being suitable for the development of a hotel; some of such sites are privately owned or owned by City or the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

In August 2015, the City of Downey entered into an Exclusive Negotiating Agreement (ENA) with Sharad Patel and Mike Patel to bring a SpringHill Suites by Marriott to Firestone Boulevard, across from Stonewood Center. As proposed, the hotel would be four stories with a rooftop bar, business center, indoor pool and spa, more than 3,000 sq. ft. of meeting space, and up to 150 rooms. Dellan 1 Inc., Mike Patel and Sharad R. Patel, (Developer) is requesting a similar agreement to develop a hotel or hotels within the City.

The purpose of the ENA is to provide the City and Developer, the security that each will negotiate in good faith, exclusively with each other towards the execution of a Development and Disposition Agreement (DDA), pursuant to which Developer will purchase one of the properties identified in the Hotel Study, and on such property develop a hotel or hotels.

The elements of the ENA include:

- The duration of the negotiation period, which is 210 days, with extension by mutual agreement
- The hotel features/amenities (Exhibit "B") which is to be a major hotel brand, such as Marriot, Hilton, Hyatt, with amenities as a lounge bar, business center, fitness center, meeting space, indoor pool and spa

- A Schedule of Performance, outlining specific tasks to be completed during the negotiating period
- A Right-of-Entry Agreement (Exhibit "C")

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund associated with the approval of the Exclusive Negotiating Agreement.

INFRASTRUCTURE IMPACT:

There is no infrastructure impact to the City's General Fund associated with the approval of the Exclusive Negotiating Agreement.



Thaddeus J. McCormack
City Manager

Attachments:

- Exhibit - "A" Potential Sites Map
- Hotel Criteria - Exhibit "B"
- Right-Of-Entry Agreement - Exhibit "C"

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (this "Agreement") is made and entered into as of November _____, 2016 (the "Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a Municipal Corporation ("City"), and Dellan 1 Inc., Mike Patel, a California corporation and Sharad R. Patel (collectively, "Developer").

The parties hereby agree as follows:

A. Purpose. City is interested in promoting the development of a hotel within its territory. Developer states that he is a qualified and experienced hotel developer.

B. Sites. City commissioned an "Analysis of Potential Market Demand for a Proposed Hotel to be Located in Santa Fe Springs, California", first prepared in September, 2007, and updated in October, 2016 (together, the "Hotel Study"). The Hotel Study identified several sites as being suitable for the development of a hotel; some of such sites are owned by City or the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs, as depicted in the Map attached hereto as Exhibit "A".

C. Negotiation Period. City and Developer, agree, for the period of 210 days from the Effective Date of this Agreement (the "Negotiation Period"), to negotiate in good faith pursuant to attempt to enter into a Disposition and Development ("DDA"), pursuant to which Developer will purchase one of the properties identified in the Hotel Study, and on such property develop a hotel (the "Proposed Hotel"). City shall not negotiate with any other person or entity for the development of a hotel on any such properties during the Negotiation Period. Nothing herein shall be deemed a covenant, promise, or commitment by City or Developer to approve or enter into any agreement with one another on any particular terms or conditions. City's entry into this Agreement constitutes merely a commitment to enter into a period of exclusive negotiations as described herein.

If for any reason the parties have not entered into a DDA by the expiration of the Negotiation Period, this Agreement shall automatically terminate and be of no further force or effect, and all payments made by Developer to City shall be nonrefundable. Nothing herein shall prevent or preclude the parties from extending the Negotiation Period by mutual agreement for any duration. City undertakes no commitment or obligation to Developer to extend the Negotiating Period.

D. Hotel Features. Developer understands and agrees that the Proposed Hotel is to: (a) Be operated as a 3.5 to 4.0 Star major hotel brand, such as Marriott, Hilton, Hyatt or similar brand; (b) contain approximately 80 to 140 guest rooms; (c) contain subterranean parking; and (d) feature such amenities as a lounge bar or rooftop bar, business center, fitness center, meeting space, indoor pool and spa. The hotel amenities and hotel description is further delineated in Exhibit "B" attached hereto.

E. Costs. Not later than 30 days after the Effective Date, Developer shall pay to City the sum of \$28,700 for direct costs incurred by the City thus far, for a survey and a market analysis. Developer shall bear all costs pertaining to the activities described in this Agreement. No portion of such payments shall be refundable to Developer, whether or not the parties ultimately enter into a DDA for the Proposed Hotel, as a result of expiration of this Agreement or sooner termination for any reason set forth herein.

F. Environmental Site Assessment. During the Negotiation Period, it shall be Developer's sole responsibility, at its expense, to investigate the suitability of the subject site(s) for development of the Proposed Hotel. For such purpose, Developer may enter onto the subject site(s), with City's written permission given in advance, which permission shall not be withheld unreasonably. Developer at its sole cost and expense shall be entitled to conduct or cause to be conducted a hazardous materials assessment, and other environmental assessments, audits and/or testing of the proposed site (the "Site") (the "Environmental Audit"), which Environmental Audit shall be conducted in compliance with the terms and conditions of a right of entry permit to be granted by the City in substantially the form attached hereto as Exhibit "C" (the Right of Entry). Developer shall have the right to terminate this Agreement if Developer is not reasonably satisfied with the findings and the recommendations made in an Environmental Audit.

G. Development Concept, and Essential Terms & Conditions. The terms and conditions of the DDA shall include:

- Developer shall purchase property for the Proposed Hotel. The sale will occur after Developer has zoning approval, planning entitlements and building permits, as specified in the DDA.
- Developer shall design and construct the private improvements on the Site, at its own cost and expense, in accordance with the Schedule of Performance to be negotiated as part of the DDA and in accordance with the plans and specifications prepared by Developer and approved by City.
- Developer shall design and construct all infrastructure improvements on the property and develop a plan for financing the cost of infrastructure improvements.
- Developer shall secure all necessary planning, zoning, and other entitlement approvals for the proposed development as its own cost and expense.
- Developer, working with City, shall pay the costs to prepare all required environmental analysis documents in accordance with the California Environmental Quality Act (CEQA).
- Developer shall pay the costs for the analysis and construction of any public improvement that may be required as a result of City review and CEQA determination.

H. Developer Responsibilities and ENA Schedule of Performance. During the term of this Agreement, Developer shall diligently conduct the activities described below in this section, so that the parties may complete negotiation of the DDA in a timely manner. Should Developer fail to complete a specific task within the required time period, Developer shall immediately notify City and provide a written justification for the delay, but the providing of such written justification shall not impinge upon any of the default or termination rights of either party as set forth herein.

- Within 45 days from the Effective Date, Developer shall provide to City the following information, satisfactory to City:

- The composition of the entity that will enter into the DDA and build the development (the “Development Entity”), including the names of each individual having an interest or percentage in the Development Entity.
- Financial statements of members of the Development Entity.
- A list of similar hotel projects with completion dates, delineation of the roles played by members of the Development Entity, project, location of project and city and project financial references (person’s name, contact information).
- A preliminary site plan for the Proposed Hotel, showing the building layout and dimensions, parking, and access and circulation.
- Within 90 days from the Effective Date, Developer shall provide to City the following information, satisfactory to City:
 - Preliminary environmental assessment and studies, zoning and entitlement process, and other due diligence work which Developer may seek to conduct in its discretion to satisfy itself as to the suitability of the Site for the development of the Proposed Hotel.
 - Completion of conceptual plans and narrative generally describing the Proposed Hotel. The conceptual plans shall include the following level of detail: a narrative generally describing the Proposed Hotel, elevations of each side of the Proposed Hotel calling out building materials, room sizes and types, common area, landscaping and amenities, and parking and circulation plan.
- Within 120 days from the Effective Date, Developer shall provide to City the following information, satisfactory to City:
 - Cost estimates and project data for the proposal in sufficient detail to permit adequate financial analysis by City.
- Within 150 days from the Effective Date, Developer shall provide to City the following information, satisfactory to City:
 - A detailed Financial Feasibility Study, including a financial pro forma and project budget which shall include, but shall not be limited to including, an estimate of Proposed Hotel income, a description of the proposed method of construction and permanent financing for the Proposed Hotel, and the amounts and sources of equity and debt capital necessary to secure financing for the Proposed Hotel. The information provided to City in the financial feasibility study must be in an adequate level of detail to enable City and/or its consultants to evaluate the financial feasibility of the Proposed Hotel.

- A detailed description of the type of hotel amenities based upon the hotel brand.
- Within 180 days from the Effective Date, Developer shall provide to City the following information, satisfactory to City:
 - A Letter of Interest from the hotel brand.
 - A detailed description of Developer's consultants and development team and identification of each individual, agency, company and respective role within the development project (e.g. attorney, architect, engineer, etc).
 - Developer shall make a full disclosure to City of its principals, officers, stockholders, partners, joint ventures, employees and other associates, and all other pertinent information concerning Developer and its associates. The principals, partners, joint ventures, development manager, consultants, and others directly involved in the Project are subject to the approval of City, which will not be unreasonably withheld.

I. Default. Failure of either party to negotiate in good faith or to perform any of that party's respective duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting party may exercise the remedies set forth in Section J of this Agreement.

J. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedy of the non-defaulting party shall be to terminate this Agreement. Following such termination, neither party shall have any further rights, remedies or obligations under this Agreement. Neither party shall have any liability to the other for monetary damages or specific performance for the breach of this Agreement, or failure to reach agreement on the DDA and each party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, Developer knowingly agrees that it shall have no right to specific performance for conveyance of, nor to claim any right of title or any interest in the Site or any portion thereof whatsoever.

K. Attorneys' Fees. In the event any action of taken by either party to enforce this Agreement, the prevailing party shall be entitled to recover from the other party its actual and reasonable attorneys' fees and costs.

L. Assumption of Risk. City and Developer each acknowledge that the financial feasibility of the Proposed Hotel and the terms of the DDA are yet to be determined. Each party therefore assumes the risk that, notwithstanding this Agreement, there is no assurance that the parties will enter into a DDA Agreement or will enter into a DDA on any particular terms. In that regard, it is expressly understood and agreed by the parties that this is an agreement regarding contract negotiations only. It is further understood and agreed by the parties that this Agreement does not imply any obligation on the part of City or Developer to enter into any agreement that may result

from the negotiations contemplated under this Agreement. The parties' acceptance of this Agreement is merely an agreement to enter into a period of exclusive negotiations subject to the terms and conditions hereof.

M. Indemnification. Developer shall defend, indemnify and hold harmless City and its officers, employees and agents, against any losses or damages of any kind arising from or related to this Agreement, including reasonable litigation expenses, arising from or related to the acts or omissions of Developer, its principals, employees or agents, in connection with this Agreement.

N. Duration of Obligations. Developer's indemnification and insurance obligations contained herein shall survive the expiration or termination of this Agreement.

O. Notices. Any notices or communications required hereunder shall be given by a party hereto to the other party hereto by one of the following means: (i) by personal delivery during normal business hours provided that the delivering party requests and obtains a receipt showing date and time of delivery; (ii) by same-day or overnight messenger or courier service that provides a receipt showing date and time of delivery; (iii) by certified or registered United States mail, prepaid, return receipt requested. Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices sent by mail shall be deemed effective upon the earlier of (i) receipt, or (ii) 5:00 p.m. on the second business day following dispatch. Notices shall be sent to the addresses indicated below (a change in the following addresses may be made by following the terms of this paragraph):

To Developer: Dellan 1 Inc., Mike Patel
 Chairman/CEO
 11403 Long Beach Boulevard
 Lynwood, CA 90262

To City: City of Santa Fe Springs
 11710 Telegraph Road
 Santa Fe Springs, CA 90670
 Attn: City Manager

P. Commissions. City shall not be liable for any real estate or other commissions or broker's fees or finder's fees which may arise here from. City represents that it has engaged no broker, agent, or finder in connection with this transaction and City agrees to indemnify, defend, and hold harmless Developer from and against any claims, liabilities, or causes of action by any broker, agent, or finder for any such commission or fee arising out of any engagement by City of any broker, agent, or finder in connection with this transaction.

Q. Brokers. Developer may engage a broker, agent, or finder pursuant to a separate agreement. Developer agrees that City shall bear no responsibility or liability for payment of any real estate or other commissions or broker's fees or finder's fees which may arise from Developer's engagement of any broker, agent, or finder, and Developer agrees to indemnify, defend, and hold harmless City, and its officers, officials, employees, agents, and representatives from and against any claims, liabilities, or causes of action by any broker, agent, or finder for any such commission or fee

arising out of any engagement by Developer of any broker, agent, or finder in connection with this transaction.

R. Nondiscrimination. Developer covenants for itself and all persons claiming under or through it, that in Developer's performance of this Agreement that Developer shall not discriminate against any person or group of persons on account of any impermissible classification including but not limited to race, color, creed, gender, sexual orientation, religion, marital status, national origin, or ancestry.

S. Non-Liability of City Officials. No member, official, officer, employee, agent, representative, volunteer, or consultant of City shall be personally liable to Developer, or any successor in interest of Developer, in the event of any default or breach by City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this Agreement.

T. Governing Laws. City and Developer acknowledge and agree that this Agreement was negotiated and entered into in the City of Santa Fe Springs, California. City and Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the State of California, without application of principles of conflicts of law. Service of process on City shall be made in accordance with the laws governing service of process on a public City. Service of process on Developer shall be made in any manner permitted by law and shall be effective whether served inside or outside California.

U. Construction of Agreement. This Agreement shall not be construed as if it had been prepared by one or the other of City or Developer but rather as if both City and Developer prepared this Agreement.

V. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement integrates all of the terms and conditions agreed to by the parties and supersedes all previous negotiations or agreements between the parties with respect to the subject matter hereof. This Agreement may be amended only by a document in writing signed by the parties hereto.

W. Entity Authority. The person(s) executing this on behalf of each of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

X. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Y. Time of Essence. Time is of the essence in the performance of this Agreement.

Z. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is

so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

AA. Waivers. No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach or such provision, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act or any waiver of any provision of this Agreement shall be enforceable against City or Developer, unless made in writing and executed by both City and Developer.

BB. No Third-Party Beneficiaries. None of the terms or provisions of this Agreement are intended to benefit any person or entity other than City or Developer. No affiliate or joint venture or partner of Developer has any rights pursuant to this Agreement.

CC. No Assignment. The identity of Developer is of particular importance to City. Accordingly, Developer may not assign this Agreement. Consequently, no person or entity, whether voluntary or involuntary successor of the Developer, shall acquire any rights or powers under this Agreement and the Developer shall not assign all or any part of this Agreement without the prior written approval of the City, which approval the City may grant, withhold, or deny at its sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

Based upon the mutual covenants set forth above and intending to be legally bound, the parties' authorized representatives have executed this Agreement, below, as of the Effective Date.

CITY OF SANTA FE SPRINGS

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER
Dellan 1 Inc., Mike Patel
A California corporation

By: Mike Patel
Its: CEO
Date: _____

AND

Sharad R. Patel

Sharad R. Patel

EXHIBIT "A"

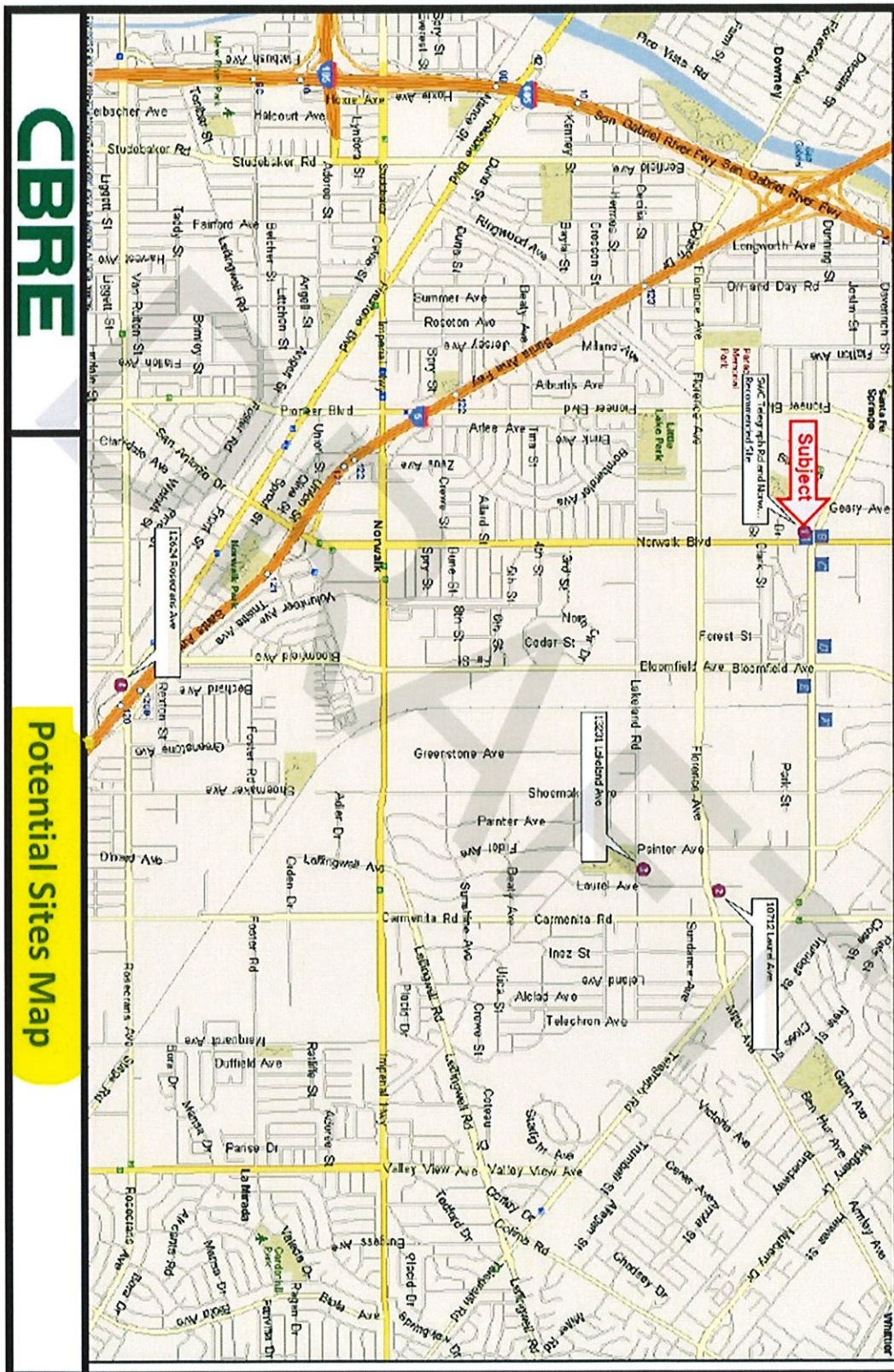


EXHIBIT "B"

Hotel Criteria

1. Name-brand hotel such as, but not limited to, Marriott, Hilton, and Hyatt.
2. Gold LEED level for sustainable development and operation.
3. Architectural qualities: high lobby ceilings, articulated hallways, window and entrance fenestration, hotel rooms with minimum 10-foot floor to ceiling heights, grand banquet and meeting spaces, state-of-the-art conference facility.
4. 80-140 guest rooms/suites, ranging from studio units to executive suites featuring separate rooms, adjoining rooms, and disability access rooms, some with small kitchenettes.
5. Climate control rooms (heating/cooling units are not to be visible from exterior of building; wall heaters are prohibited).
6. Rooms with views of landscaped courtyard and of the Sculpture Garden
7. Conference/Banquet Facility of approximately 5,000 square feet of highly flexible and customizable meeting and event space to accommodate groups from 20 to 500 people. Proposed uses range from general meetings, training sessions, trade shows, corporate events, cocktail parties, weddings, and special events. The facility shall offer the latest audio-visual, data, voice, and multi-media equipment. The ceiling heights should be at least 12' and 16' in the main room.
8. Separate meeting rooms and event space such as two-250 s.f. rooms.
9. On-site quality sit-down restaurant to accommodate up to 100 customers in an indoor/outdoor seating venue.
10. 24-hour room service.
11. Business center.
12. Fitness center featuring an exercise room with cardio-equipment, free weights, stationary weights, yoga mats, steam room and/or sauna.
13. Heated swimming or lap pool and Jacuzzi (indoor or outdoor).
14. Complimentary wireless high speed Internet throughout the entire hotel, oversized writing desk, 42" or 50" flat screen television, in-room coffee, in-room safe, iron and ironing board, and small refrigerator.
15. On-site parking for guests and customers shall be wither subterranean parking or parking structure facility (surface parking lot is prohibited). Above ground parking structure shall be obscured or architecturally designed and located for aesthetic purposes and not visible from public rights-of-way.
16. Porte-cochere entrance for the front of the hotel. A grand approach is desired to accentuate the prominence of the hotel.
17. Electronic Pass Key
18. Electronic Door Hangar System
19. Room(s) with balcony
20. Hallway width minimum of 9 feet

EXHIBIT "C"

RIGHT OF ENTRY PERMIT

This RIGHT OF ENTRY PERMIT (the "Permit") is entered into on _____, _____, 2016 (the "Effective Date") and between the CITY OF SANTA FE SPRINGS, a Municipal Corporation ("CITY") and Dellan1 Inc., Mike Patel a California corporation and Sharad R. Patel (collectively "Developer").

RECITALS

A. City and Developer have entered into an Exclusive Negotiating Agreement dated _____, _____, 2016, (the "ENA"), pursuant to which the Parties are required to complete due diligence investigations as a prerequisite to negotiating the terms and conditions of a potential Development and Disposition Agreement ("DDA") for the development of a hotel or hotels within its territory (the "Site"); The Site is generally depicted in Exhibit "A" hereto

B. Pursuant to the ENA, Developer must complete its Site investigation in order to determine the feasibility of developing the Site with a proposed hotel project prior to entering the DDA with the City. Developer is therefore seeking this Permit for the limited purpose of performing Site investigation and testing in connection with its due diligence investigations as specifically defined herein.

RIGHT OF ENTRY PERMIT

1. Grant of Entry. City hereby grants to Developer, its officers, employees, consultants, contractors, subcontractors, agents, tenants, purchasers, and designees (collectively, "Developer's Parties"), permission to enter upon the Site for the limited purpose of performing or causing to be performed environmental, soils, and/or topographical tests and surveys, including soil test borings, site survey verification, visual confirmation as to the location of utilities and other existing conditions and other investigations of the Site subject to the terms and conditions of this Permit (the "Investigation").

2. Non-Exclusive Use. This Right of Entry Permit (this "Permit") is for the non-exclusive use of Developer and Developer's Parties. This Permit is for the physical investigation of the Site. The Investigation shall be coordinated with City's Planning Department, Public Works Department and City's Department of Fire Rescues, and all notices shall be provided as required by this Permit.

3. Grantee Warranty. Developer warrants that each of Developer's Parties who enter onto the Site to perform any portion of the Investigation has knowingly agreed to comply with the terms and conditions of this Permit.

4. Term. This Permit shall be effective commencing on the date it is executed by all parties, (the "Effective Date") and shall be valid until the ENA terminates (the "Term"). Provided; however, in the event the Parties hereto enter into the DDA prior to the end of the Term, then this Permit shall terminate on the effective date of the DDA.

5. Site Access. City and its officers, agents, employees, and guests may enter onto the Site without notice to Developer, at all reasonable times during the Term of this Permit. Access to the Site by City may be exercised without notice to Developer.

6. Required Notices. Developer shall provide City with a minimum 24 hours' advance written notice (which may be by email) prior to entry upon the Site ("Required Notices"). Developer shall enter or work on the Site in a manner that cause the least interference with City and the general public's use of the site. After providing the Required Notices, Developer Parties shall have the right to enter the Site at all reasonable time and as many times as is reasonably necessary to perform the Investigation during the Term subject to any specific access accommodations approved by City after having received notice of Developer request to enter.

7. Insurance. During the Term, at its own expense, Developer shall obtain, pay for and maintain an "occurrence" policy for Commercial General Liability (including Contractual Liability) and for Automobile Liability which shall protect it and City from claims for injuries and damages. The policy shall name City, its officers, agents and employees as additional insured under the policy in the following amounts:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for person injuries, including accidental death, to any one person; property damage insurance in an amount not less than one million dollars (\$1,000,000) and subject to the above limits and combined single limit of insurance in an amount not less than one million dollars (\$1,000,000), and
- b. Automobile Liability Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by Developer.

At all times, the insurance company issuing said policy shall be an "admitted" insurer in the State of California; shall be domiciled within, and organized under the laws of, a state of the United States; and shall carry an A.M. Best & Company minimum rating of AA:VII. All policies shall contain a "Severability of Interest" clause and a "Primary Coverage" clause for any loss arising out of or caused by Developer performance of the Agreement. In addition, the policies shall contain a statement of obligation on the insurance carrier's part to notify City, by registered mail, at least thirty (30) days in advance of any policy cancellation, termination or reduction in the amount of coverage. Developer or any of the other Developer Parties' entry onto the Site under this Permit, the Developer shall deliver

to City a "certificate of insurance" **and** an "additional insured endorsement", both documents countersigned by the insurance carrier or its authorized representative, on forms satisfactory to the City Attorney, which set forth the above provisions.

The countersigned certificate, along with the additional insured endorsement, shall state: "The City of Santa Fe Springs, its officers, agents and employees are named as additional insureds under this policy. This insurance is primary to the coverage of the City of Santa Fe Springs. Neither the City nor any of its insurers shall be required to contribute to any loss. This policy contains a severability of interest clause. The issuing company shall mail thirty (30) calendar days advance notice to the City of any policy cancellation, termination or reduction in the amount of coverage."

Additionally, the certificate of insurance shall state if any claim has been paid or is currently pending under the policy, and if so, the amount of the claim(s) and the amount of liability limits as lowered by the paid or pending claim(s). Any deductibles or self-insured retentions shall be set forth on the certificate and shall be subject to the City's review and approval.

All required insurance must be approved by City prior to execution of the Permit.

8. Indemnification. Developer shall release, defend (with counsel satisfactory to City), indemnify and hold City harmless from and against any and all liability, damages, claims, liens, costs, and expenses, (without limitation, including reasonable attorneys' fees) for loss of or damage to the Site and for injuries to or death of any person located on the Site (including, but not limited to, employees of each party hereto) when arising or resulting solely from (i) Developer use of the Site by Developer Parties, or (ii) Developer breach of the provisions hereof; regardless of whether such liability, cost, or expense is caused or contributed to by the negligence, active or passive, of City, or its respective employees, agents, contractors, subcontractors, or their employees or agents ("Indemnitees"); provided, however, that Developer does not release, defend, indemnify or hold Indemnitees harmless for any loss or damage caused by indemnitees' gross negligence or willful misconduct. The foregoing obligation of Developer shall survive the termination of the Permit. It is understood that the duty of Developer to indemnify and hold harmless includes the duty to defend as set forth in Section 277 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Permit does not relieve Developer from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damage or claim for damages, provided that Developer shall not be required to pay City any amount which City actually recover under insurance policies.

9. Cost. All costs incurred by Developer in connection with the Developer Parties' use of the Site shall be the sole responsibility of and be paid by Developer.

10. Access. Developer's Parties' access to the Site shall be taken only via designated public streets or crossings.

11. Hazardous Materials. Except for the extractions and removal of soil samples from the Site as defined in the Investigation, which soil samples may or may not contain hazardous materials as defined herein below, no Developer Party shall store, transport upon or handle in any manner at any time hazardous materials or substances upon the Site. For purposes of this Permit,

HAZARDOUS MATERIALS" means any substance, material, or waste which is now or becomes regulated by any local governmental authority, the State of California, or the United States Government under any Environmental Law including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) a petroleum or refined petroleum product, including without limitation petroleum-based paints and solvents, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether (MTBE); (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a "hazardous waste" pursuant to section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., (xii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq., (xiii) any flammable or explosive materials, (xiv) a radioactive material, or (x) lead, cyanide, DDT, printing ink, acids, pesticides, ammonia compounds and other chemicals products, asbestos, PCBs and similar compounds and, including any different products and materials which have been found to have adverse effects on the environment or the health and safety of persons.

12. Sites Damage and Restoration. In the event the Site, or any part thereof, is damaged as a result of Developer's Parties' operations, Developer shall immediately notify City and restore the Site to the condition prior to the damage event. Developer agrees to reimburse City for any City cost expended to repair or replace the Site damaged by Developer Party upon presentation of bill thereof.

13. Compliance with Laws. Developer's Parties shall comply, at Developer expense, with all applicable laws, regulations, ordinances, rules, and orders with respect to the use of the Site, regardless of when they become or became effective.

14. Assumption of Risk. Developer's Parties shall enter onto the Site and perform or cause to be performed the investigation, at their own risk and subject to whatever hazards or conditions may exist on the Site.

15. Condition of Site Upon Termination. Upon the occurrence of i) the Termination Date, or ii) termination of the ENA without entry into a DDA, Developer shall restore the Site to the condition extant immediately prior to the entry by Developer hereunder which shall include the repair or replacement of any pavement, landscaping, structures, fences, driveways, or other improvements that are removed, damaged, or destroyed by Developer's Parties.

16. Recording. Neither City nor Developer shall record this Permit.

17. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Permit is brought by either party to this Permit, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

18. Notices. Unless otherwise expressly authorized herein, all notices must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should City or Developer have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

To Developer:

Dellan 1 Inc., Mike Patel
Chairman/CEO
11403 Long Beach Boulevard
Lynwood, CA 90262

To City:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: City Manager

19. Time is of the Essence; Entire Agreement. Time is of essence of the terms and provisions of this Permit. This Permit constitutes the entire agreement between Developer and City with respect to the matters contained herein, and no alteration, amendment or any part thereof shall be effective unless in writing signed by parties sought to be charged or bound thereby.

20. Assignment. This Agreement shall not be assignable without the written consent of City.

APPROVED BY:

CITY OF SANTA FE SPRINGS

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER
Dellan 1 Inc., Mike Patel
A California corporation

By: Mike Patel
Its: CEO
Date: _____

AND

Sharad R. Patel

Sharad R. Patel



City of Santa Fe Springs

City Council Meeting

November 10, 2016

NEW BUSINESS

I-5 Freeway / Valley View Segment – Status Update

RECOMMENDATION

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

BACKGROUND

Staff will make a presentation to inform the City Council as to the current status of the I-5 Freeway construction status from Valley View Avenue to Florence Avenue. Special emphasis will be given to the I-5 Freeway / Valley View Avenue Segment, as it is anticipated to begin construction on November 14, 2016.

Staff intends to prepare an update on the I-5 Freeway / Florence Avenue Segment for a future council meeting in December 2016. Staff will specifically discuss the impacts of the Florence Avenue bridge construction over the I-5 Freeway and its impacts to traffic circulation.

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

Thaddeus McCormack
City Manager

Attachments:

None

Report Submitted By:

Noe Negrete
Department of Public Works

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

Date of Report: November 3, 2016

ITEM NO. 12



City of Santa Fe Springs

City Council Meeting

November 10, 2016

PRESENTATION

Boys and Girls Club College Bound Program Partnership

RECOMMENDATION

Highlighting the partnership between the Parks and Recreation Division and the Boys and Girls Club of Whittier.

BACKGROUND

The City of Santa Fe Springs and the Boys and Girls Club of Whittier entered into a partnership at the beginning of the 2015-2016 school year. Both organizations recognized the shared values and benefits from working together to serve the youth of the community. The Boys and Girls Club brought their College Bound program to Santa Fe Springs, which was first hosted at the Gus Velasco Neighborhood Center. The program has since transitioned to The Club at Town Center beginning in March, 2016.

College Bound, targets all 9th through 12th grade club members. It is designed to assist and guide students through the college preparation process. Club members participating in the program are counseled on appropriate high school and college prep curriculum choices, testing protocols, information on the Cal Grant program, as well as other financial aid opportunities, and SAT preparation. In addition, the students receive instruction and assistance with submitting college applications and identifying potential scholarships within the higher education environment. Throughout the year, members are given the opportunity to participate in weekly workshops and visit and experience a variety of college campuses through tours and classroom audits.

In the City's first year of partnership, Onesimo Sanchez was recognized as an Outstanding Member for the Santa Fe Springs College Bound program at the annual Youth of the Year Celebration. In the past two years, the College Bound program has attracted over 60 participants. Staff continues to strive on increasing the number of youth who participate in this program.

The Mayor may wish to call upon Parks and Recreation Manager Adam Matsumoto to assist with the presentation.

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

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

November 10, 2016

PRESENTATION

Presentation to Milestone Event Celebrant

RECOMMENDATION:

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

BACKGROUND

On October 20th, the quarterly Milestone Presentations were held, to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following business resident has been invited to be recognized:

Nick Pondoff – 90th Birthday

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

Thaddeus McCormack
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

November 10, 2016

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	3	Sarno
Youth Leadership	2	Trujillo
Youth Leadership	3	Zamora

Applications Received: None

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

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:
(Up to 5)

Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	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)
	Elena Lopez Armendariz	(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)
	Vacant	(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 Neigh

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

Membership: 20

APPOINTED BY

NAME

Moore

Richard Aguilar
Evony Reyes
Zachary Varela
Vacant
Giovanni Sandoval

Zamora

Metztli Mercado-Garcia
Vacant
Vacant
Vacant

Rounds

Andrew Chavez
Jennisa Casillas
Walter Alvarez
Valerie Yvette A. Gonzales

Sarno

Vacant
Rafael Gomez
Vacant
Vacant

Trujillo

Paul Legarreta
Ionnis Panou
Vacant
Vacant