



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**January 14, 2016
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

3. Resolution SA-2016-001 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 16-17) for the Period July 1, 2016 through June 30, 2017

Recommendation: That the Successor Agency adopt Resolution No. SA-2016-001.

4. Resolution SA-2016-002 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2016 through June 30, 2017

Recommendation: That the Successor Agency: adopt Resolution No. SA-2016-002.

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 December 10, 2015 Regular City Council Meeting

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

PUBLIC HEARING – ORDINANCE FOR INTRODUCTION

7. Ordinance No. 1069 – An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2015) by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

Recommendation: That the City Council: 1.) Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1069, and thereafter close the Public Hearing. 2.) Find and determine that the subject Development Agreement is consistent with

the City's General Plan. 3.) Pass the first reading of Ordinance No. 1069, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2015) by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

NEW BUSINESS

8. Resolution No. 9499 – Request for Parking Restriction on Dice Road North of Burke Street

Recommendation: That the City Council: adopt Resolution No.9499, which would prohibit parking of vehicles weighing over 6,000 pounds on the west side of Dice Road from a point 140 feet north of Burke Street to a point 220 feet north of Burke Street and implement a tow-away zone within the same limits for vehicles that violate the restriction.

9. Resolution No. 9500 – Request for Parking Restrictions During Certain Hours on Romandel Avenue South of Los Nietos Road

Recommendation: That the City Council: That the City Council adopt Resolution No. 9500 to implement a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. on the west side of Romandel Avenue from Los Nietos Road to a point 2025 feet southerly.

10. Ordinance No. 1068: An Ordinance of the City Council of the City of Santa Fe Springs clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

Recommendation: That the City Council: 1.) Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1068, and thereafter close the Public Hearing. 2.) Introduce Ordinance No, 1068, clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

11. Clarke Estate Window/Door Frame Restoration and Exterior Painting - Rejection of Bids and Authorization to Re-Advertise For Bids

Recommendation: That the City Council: 1.) Reject the bid submitted for the Clarke Estate Window/ Door Frame Restoration and Exterior Painting; and 2.) Authorize the City Engineer to re-advertise the subject project for bids.

12. Heritage Park Aviary Renovation – Award of Contract

Recommendation: That the City Council: 1.) Accept the bids; and 2.) Award a contract to Torga Electrical of San Bernardino, California in the amount of \$54,920.25

13. Heritage Park Restroom Renovation – Award of Contract

Recommendation: That the City Council: 1.) Accept the bids; and 2.) Award a contract to Corral Construction & Development Inc. of Commerce, California in the amount of \$47,300.00

14. Heritage Park Wedding Reception Area, Synthetic Turf – Award of Contract

Recommendation: That the City Council: 1.) Accept the bids; and 2.) Award a contract to Torga Electrical of San Bernardino, California in the amount of \$55,782.64

Please note: *Item Nos. 15 – 26 will commence in the 7:00 p.m. hour.*

15. INVOCATION

16. PLEDGE OF ALLEGIANCE

COUNCIL REORGANIZATION

17. Installation of Mayor and Mayor Pro Tem

18. Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations

INTRODUCTIONS

19. Representatives from the Youth Leadership Committee

20. Representatives from the Chamber of Commerce

21. ANNOUNCEMENTS

PRESENTATIONS

22. Introduction of New Family & Human Services Division Manager

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

23. Committee Appointments

24. 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.

25. EXECUTIVE TEAM REPORTS

26. ADJOURNMENT

City of Santa Fe Springs

Regular Meetings

January 14, 2016

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.



Deputy City Clerk

January 14, 2016

Date



City of Santa Fe Springs

Successor Agency Meeting

January 14, 2016

NEW BUSINESS

Resolution SA-2016-001 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 16-17) for the Period July 1, 2016 through June 30, 2017

RECOMMENDATION

That the Successor Agency adopt Resolution No. SA-2016-001.

BACKGROUND

State legislation, ABX1 26 and AB 1484, created Successor Agencies, which are tasked with the responsibility of winding down former Redevelopment Agencies. As a requirement of the wind down process, the Successor Agencies were originally required to provide a Recognized Obligation Payment Schedule ("ROPS") every six months identifying overall outstanding debt for all enforceable obligations with the Agency, as well as the estimated amount needed for each of those obligations during the six-month period covered by that ROPS. Effective July 1, 2016, the ROPS period changed from semi-annual to annual.

The ROPS is required to be considered and approved by the Successor Agency Board and Oversight Board ("OB"). Once approved, the ROPS and OB Resolution are submitted to the California Department of Finance ("DOF") for subsequent review and final approval.

Attached for approval is the first "annual" ROPS covering the period of July 1, 2016 through June 30, 2017. The ROPS has been prepared using the format mandated by DOF. In addition to listing the enforceable obligations, the ROPS includes a summary, as well as a table detailing the available balances retained by the Successor Agency.

The obligations reported on this ROPS are consistent with prior periods and include bond debt service payments, repayment of the General Fund advance to the Washington Blvd. project area, pension and other post-employment benefit obligations, professional services, property management, and administrative costs. In addition, the ROPS includes a \$4.8 million "shortfall" request. The tax distribution received January 4, 2016, covering the period of January – June 2016, was \$4.8 million less than the approved obligations due to a shortfall in the amount of tax deposit on hand with L.A. County. The shortfall was not unexpected and is a result of timing issues. The shortfall is included on the ROPS to allow for distribution of the balance in June 2016 along with the other noted obligations. Sufficient tax distributions were received in January 2016 in order to make all scheduled debt service payments prior to June 2016.



City of Santa Fe Springs

Successor Agency Meeting

January 14, 2016

Estimated obligations to be funded with distributions from the Redevelopment Property Tax Trust Fund ("RPTTF") and other miscellaneous revenues during fiscal year 2016-17 are summarized as follows:

Bonded Debt Payments (March/Sept 2017)	\$12,342,532
Bonded Debt Payments (Sept 2016)	10,348,179
January 2016 Shortfall	4,762,660
Wash. Blvd. Loan Repayment	2,400,000
Administrative Cost Allowance	383,122
Unfunded Pension/OPEB Obligation	375,500
Property Management Costs	106,670
Other Professional Fees	14,827
Total	<u>\$30,733,490</u>

The tax distribution for the September 2016 bond payments of \$10,348,179 has already been received by the City. However, the amount is required to be included on the ROPS in order to reflect the distribution which will be made from fiscal agent accounts in September 2016. This amount will not be included in the RPTTF distribution to be received in June 2016.

The ROPS must be submitted to the Department of Finance by February 1, 2016. The Oversight Board will be convened to consider the ROPS upon approval by the Successor Agency.

FISCAL IMPACT

As detailed in the ROPS, the funding for listed obligations will be from the Redevelopment Property Tax Trust Fund ("RPTTF") and reserves on hand.

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

Thaddeus McCormack
City Manager

Attachments:

Resolution No. SA-2016-001

Exhibit A – ROPS for July 1, 2016 through June 30, 2017 (ROPS 16-17)

RESOLUTION NO. SA-2016-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA FE SPRINGS ACTING AS SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT
AGENCY OF THE CITY OF SANTA FE SPRINGS APPROVING THE
SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS) FOR JULY 1, 2016
THROUGH JUNE 30, 2017 (ROPS 16-17)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY
RESOLVES AS FOLLOWS:

SECTION 1. Pursuant to its responsibility set forth in Section 34180(g) of the California Health and Safety Code, the City Council hereby approves the Successor Agency's Recognized Obligation Payment Schedule (ROPS), attached hereto as Exhibit "A", as described in Sections 34171 and 34177 of the aforesaid Code, for the period July 1, 2016 through June 30, 2017.

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.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 14th day of January, 2016 by the following roll call vote:

Ayes:
Noes:
Absent:
Abstain:

Richard J. Moore, Mayor

Attest:

City Clerk

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: Santa Fe Springs
 County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding				
A	Sources (B+C+D):	\$ 10,350,148	\$ -	\$ 10,350,148
B	Bond Proceeds Funding	-	-	-
C	Reserve Balance Funding	10,348,179	-	10,348,179
D	Other Funding	1,969	-	1,969
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 7,605,464	\$ 12,777,878	\$ 20,383,342
F	Non-Administrative Costs	7,413,903	12,586,317	20,000,220
G	Administrative Costs	191,561	191,561	383,122
H	Current Period Enforceable Obligations (A+E):	\$ 17,955,612	\$ 12,777,878	\$ 30,733,490

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named successor
 agency.

 Name Title
 /s/ _____
 Signature Date

Santa Fe Springs Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [CASH BALANCE TIPS SHEET](#)

A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)								
1	Beginning Available Cash Balance (Actual 07/01/15)	13,877,934		600	9,848,943	1,927	55	
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015	15,610				1,984	578,368	Interest, 2005 ERAF Excess Funds, RPTTF
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)				9,848,943	1,522	530,368	
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	13,893,544						
5	ROPS 15-16A RPTTF Balances Remaining	No entry required					48,055	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ 600	\$ -	\$ 2,389	\$ -	
ROPS 15-16B Estimate (01/01/16 - 06/30/16)								
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 13,893,544	\$ -	\$ 600	\$ -	\$ 2,389	\$ 48,055	
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016	15,000				10	13,016,691	
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)					420	2,668,513	
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	13,908,544		600			10,348,178	Bond Reserves Required by Indenture, Low and Moderate Income Housing DDR Reserves, RPTTF for future debt service payments
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ 1,979	\$ 48,055	

Santa Fe Springs Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts In Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Refined	ROPS 16-17 Total	16-17A						16-17B					
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)						Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					
											Bond Proceeds	Reserve Balance	Other Funds	Non-Adm	Adm	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Adm	Adm	16-17B Total
1	2001 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	8/1/2001	8/1/2024	US Bank	Refund Housing Portion of 1993 Bonds	Consolidated	\$ 2,123,268	N	\$ 12,733,480	\$ -	\$ 10,348,179	\$ 1,009	\$ 7,413,993	\$ 191,581	\$ 17,955,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,977,678
2	2001 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	8/1/2001	8/1/2024	US Bank	Redevelopment Activities	Consolidated	\$ 1,359,730	N	\$ 3,169,923	\$ -	\$ 1,474,870	\$ -	\$ -	\$ -	\$ 1,474,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,474,870
3	2002 Tax Allocation Refunding Bonds Series A	Bonds Issued On or Before 12/31/10	8/1/2002	8/1/2022	US Bank	Redevelopment Activities/Refund 1993 Bonds	Consolidated	\$ 1,155,516	N	\$ 1,861,810	\$ -	\$ 761,803	\$ -	\$ -	\$ -	\$ 761,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 761,803
4	2003 Taxable Tax Allocation Refunding Bonds Series A	Bonds Issued On or Before 12/31/10	7/28/2003	8/1/2024	US Bank	Refund 1993 Bonds (Housing)	Consolidated	\$ 3,552,256	N	\$ 738,256	\$ -	\$ 324,761	\$ -	\$ -	\$ -	\$ 324,761	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 324,761
5	2006 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	12/7/2006	8/1/2028	US Bank	Redevelopment Activities	Consolidated	\$ 52,853,788	N	\$ 481,003	\$ -	\$ 129,488	\$ -	\$ -	\$ -	\$ 129,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,488
6	2006 Taxable Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	12/7/2006	8/1/2028	US Bank	Redevelopment Activities	Consolidated	\$ 7,880,321	N	\$ 4,872,827	\$ -	\$ 2,258,524	\$ -	\$ -	\$ -	\$ 2,258,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,258,524
7	2007 Tax Allocation Refunding Bonds Series A	Bonds Issued On or Before 12/31/10	8/1/2007	8/1/2022	US Bank	Refund 1997, 1999, and Portion of 2002 Bonds	Consolidated	\$ 38,830,125	N	\$ 10,565,375	\$ -	\$ 4,008,875	\$ -	\$ -	\$ -	\$ 4,008,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,008,875
8	2004 ERAP Loan (Combined)	Third-Party Loans	5/3/2008	3/1/2019	CRCA	Loan to Fund 2008 ERAP Payment	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	2004 ERAP Loan from CDC Housing Fund	BEARER/NAF	9/1/2004	9/1/2014	LMHF	Loan to Fund 2004 ERAP Payment	Consolidated	\$ 718,396	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	2010 SERAF Loan	City/County Loans On or Before 8/22/11	8/1/2010	1/31/2015	2008 CDC Bond Fund	Loan to Fund 2010 SERAF Payment	Consolidated	\$ 10,504,722	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	2010 SERAF Loan	City/County Loans On or Before 8/22/11	8/1/2010	1/31/2015	2008 CDC Bond Fund	Loan to Fund 2010 SERAF Payment	Washington Blvd.	\$ 148,154	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	2011 SERAF Loan	SERAF/NAF	8/9/2011	8/9/2016	LMHF	Loan to Fund 2011 SERAF Payment	Consolidated	\$ 2,183,445	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Tax Increment Loan - Sales Tax (Washington Blvd.)	City/County Loans On or Before 8/22/11	6/5/1987	1/31/2015	City of SFS	Tax Increment Loan - Sales Tax (Washington Blvd.)	Washington Blvd.	\$ 5,114,849	N	\$ 2,405,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,405,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,405,000
14	Tax Increment Loan (Washington Blvd.)	Third-Party Loans	6/5/1987	1/31/2015	Los Angeles County	Tax Increment Loan (Washington Blvd.)	Washington Blvd.	\$ 7,800,000	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2002	1/31/2015	Arnold D Horodes	Called registered principal - CUSIP 802188E03	Consolidated	\$ 10,200	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2002	1/31/2015	Arnold D Horodes	Called registered principal - CUSIP 802188E04	Consolidated	\$ 15,300	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2002	1/31/2015	Moya E Monroe	Called registered principal - CUSIP 802188E05	Consolidated	\$ 5,100	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2001	1/31/2015	Arnold D Horodes	Registered Interest	Consolidated	\$ 800	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2001	1/31/2015	Arnold D Horodes	Registered Interest	Consolidated	\$ 800	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2001	1/31/2015	Arnold D Horodes	Registered Interest	Consolidated	\$ 800	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2001	1/31/2015	Moya E Monroe	Registered Interest	Consolidated	\$ 150	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2001	1/31/2015	Moya E Monroe	Registered Interest	Consolidated	\$ 150	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2001	1/31/2015	Moya E Monroe	Registered Interest	Consolidated	\$ 150	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2002	1/31/2015	Moya E Monroe	Registered Interest	Consolidated	\$ 150	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	1992 Redevelopment Refunded Bonds - Unallocated Funds	Miscellaneous	8/1/2002	1/31/2015	Moya E Monroe	Registered Interest	Consolidated	\$ 150	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Proportional Share of Unallocated Liabilities	Unallocated Liabilities	3/10/2011	8/30/2042	City of SFS	Obligation to Share in Payment of Unallocated Liabilities	Combined	\$ 9,763,000	N	\$ 375,500	\$ -	\$ -	\$ -	\$ 1,069	\$ 155,761	\$ 1,070,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,070,269
27	2009-2010 City of SFS Loans	City/County Loans/Other	6/8/2009	1/31/2025	City of SFS	Loan to City of SFS	Consolidated	\$ 2,842	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Fence Rental	Property Maintenance	7/1/2015	1/31/2015	American Fence Co.	Fence Rental	Consolidated	\$ 2,470	N	\$ 2,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,470
29	Landscaping	Property Maintenance	7/1/2015	1/31/2015	Greenleaf Landscaping	Landscaping Service	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ 1,235	\$ -	\$ 1,235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,235
30	Weed Abatement	Property Maintenance	7/1/2015	1/31/2015	Mayfield Enterprises	Weed Abatement Service	Consolidated	\$ 4,200	N	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ 2,100	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
31	Water	Property Maintenance	7/1/2015	1/31/2015	City of SFS	Water Service	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Electricity	Property Maintenance	7/1/2015	1/31/2015	City of SFS	Electricity	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	Other Property Management	Property Maintenance	7/1/2015	1/31/2015	Various	Supplies, Janitorial, Pest Control, Misc. Maintenance	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Property Management Labor	Property Maintenance	7/1/2015	1/31/2015	City of SFS	Maintenance Labor	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Fiscal Agent Fees	Fees	1/1/2015	1/31/2015	US Bank	Fiscal Agent Fees	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Administrative Expenses (July-December) 2015	Admin Costs	7/1/2015	1/31/2015	City of SFS	Successor Agency Administration	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	Property Management Security Seal	Property Maintenance	7/1/2015	1/31/2015	City of SFS	Parking Lot Entry Seal	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Administrative Expenses	Admin Costs	7/1/2015	8/30/2017	City of SFS	Successor Agency Administration	Consolidated	\$ 353,122	N	\$ 353,122	\$ -	\$ -	\$ -	\$ -	\$ 181,581	\$ 181,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181,581
39	Fiscal Agent Fees	Fees	1/1/2015	1/31/2015	US Bank	Fiscal Agent Fees	Consolidated	\$ 11,445	N	\$ 11,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,445
40	Property Management Plan	Professional Services	7/1/2015	8/30/2018	City of SFS	Property Management Plan	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Property Appraisal	Professional Services	1/1/2015	8/30/2018	City of SFS	Property Appraisal Update	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Fiscal Agent Fees	Fees	1/1/2015	1/31/2017	US Bank	Fiscal Agent Fees	Consolidated	\$ -	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	ROPS 15-18 RPTTF Distribution Shortfall	RPTTF Shortfall	8/30/2017	8/30/2017	City of SFS Successor	ROPS 15-18 RPTTF Distribution Shortfall	Consolidated	\$ 4,762,860	N	\$ 4,762,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,762,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,762,860
44	Long Range Property Management Plan	Professional Services	7/1/2015	8/30/2017	LWA Urban Consultants	Long Range Property Management Plan Consultation	Consolidated	\$ 3,682	N	\$ 3,682	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,682	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,682
45	Oil Well Relocation Investigation/Study	Property Dispositions	7/1/2015	8/30/2017	TED	Investigation of abandoned oil well and pipeline relocation	Consolidated	\$ 100,000	N	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000



City of Santa Fe Springs

Successor Agency Meeting

January 14, 2016

NEW BUSINESS

Resolution SA-2016-002 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2016 through June 30, 2017

RECOMMENDATION

That the Successor Agency adopt Resolution No. SA-2016-002.

BACKGROUND

Health and Safety Code ("HSC") Section 34177 requires the Successor Agency to prepare an Administrative Budget that covers the administrative costs to comply with the Dissolution Bills. It is important to point out that the Administrative Budget that is presented here is also included in Recognized Obligation Payment Schedule ("ROPS") 16-17 (July 2016 – June 2017). However, the Administrative Budget itemizes the administrative costs whereas the ROPS identifies it as a single line item. As with the ROPS, the Department of Finance ("DOF") now requires the Successor Agency to prepare an Administrative Budget every year, whereas previously it was every six months. The proposed resolution sets forth the Successor Agency's Administrative Budget for the period July 1, 2016 through June 30, 2017.

The proposed Administrative Budget (attached) consists of the Successor Agency's personnel and non-personnel city support service costs anticipated for Fiscal Year 2016-17. The Successor Agency personnel for which salaries and benefits are listed include the City/Successor Agency Attorney, City Manager, Assistant City Manager/Director of Finance, Director of Planning, Director of Fiscal Services, Accountant, and City/Successor Agency Clerk, all of whom will spend a significant amount of their time working on Successor Agency matters. Non-personnel costs include legal counsel and liability insurance for the Oversight Board, auditing, and contract accounting costs.

Under HSC Section 34171(b), the annual administrative cost allowance is the greater of 3% of property taxes allocated to the Successor Agency in the prior year or \$250,000. The amount claimed on the ROPS 16-17 is based on the property tax allocation method.

The legislation requires that the Administrative Budget be approved by both the Successor Agency and the Oversight Board before any distributions from the County's property tax trust fund are made to the Successor Agency. The distributions of property tax trust funds by Los Angeles County for this period are scheduled for June 1, 2016 and January 2, 2017.



City of Santa Fe Springs

Successor Agency Meeting

January 14, 2016

FISCAL IMPACT

The administrative budget will be funded with a distribution from the Redevelopment Property Tax Trust Fund ("RPTTF").

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is written over a light blue horizontal line.

Thaddeus McCormack
City Manager

Attachments:

Resolution No. SA-2016-002

Exhibit A – Successor Agency Administrative Budget for July 1, 2016 – June 30, 2017

RESOLUTION NO. SA-2016-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS
APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET
FOR THE FISCAL PERIOD OF JULY 1, 2016 TO JUNE 30, 2017 PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34177(j)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES
AS FOLLOWS:

SECTION 1. The City Council hereby approves the Successor Agency's Administrative Budget, attached hereto as Exhibit "A", as described in Section 34171 of the California Health and Safety Code, for the fiscal period of July 1, 2016 to June 30, 2017.

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.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 14th day of January, 2016.

Richard J. Moore, Mayor

Attest:

City Clerk

CITY OF SANTA FE SPRINGS
Successor Agency to the Santa Fe Springs Community Development Commission
Administrative Budget
Fiscal Period July 1, 2016 – June 30, 2017

Description	Jul 2016 – Jun 2017
Salaries	\$111,250
Applied Benefits	<u>\$109,850</u>
Total Personnel Costs	\$221,100
 City Support Services (Overhead)	 \$110,620
Contractual/Accounting Services	\$ 18,000
Independent Audit Services	\$ 20,000
Oversight Board Legal Services	\$ 10,000
Travel/meetings/training	\$ 1,702
Oversight Board Insurance Coverage	<u>\$ 1,700</u>
Total Non-Personnel Costs	\$162,022
 Total Budget	 <u>\$ 383,122</u>

**MINUTES OF THE MEETINGS OF THE
HOUSING AUTHORITY
SUCCESSOR AGENCY
AND CITY COUNCIL**

December 10, 2015

1. CALL TO ORDER

Mayor Pro Tem Moore called the meetings to order at 6:02 p.m.

2. ROLL CALL

Present: Councilmembers/Directors Rounds, Sarno, Trujillo, Mayor Pro Tem/ Vice Chair Moore. (Councilmember-elect Zamora was also present.)

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Assistant City Manager/Director of Finance; Mike Crook, Fire Chief; David Barron, Interim City Clerk; Wayne Morrell, Director of Planning; Joseph Rodriguez, Public Works

CITY COUNCIL

3. INVOCATION

Pastor Ray Loo gave the Invocation.

4. PLEDGE OF ALLEGIANCE

Councilmember Rounds led the Pledge of Allegiance.

NEW BUSINESS

5. Resolution No. 9498 – Declaring the Results of the November 3, 2015 General Municipal Election

Recommendation: That the City Council adopt Resolution No. 9498 reciting the fact of the General Municipal Election held on November 3, 2015, and declaring the results and such other matters as provided by law.

Council Member Trujillo made a motion to adopt Resolution N. 9498, second by Councilmember Sarno. The motion was approved unanimously.

6. Administration of Oaths of Office and Presentation of Certificates of Election

Recommendation: That the Interim City Clerk to administer the Oaths of Office to the Councilmembers-Elect and present them with Certificates of Election. City Manager McCormack called upon the Interim City Clerk to

Interim City Clerk Barron administered the Oath of Office to William K. Rounds and Joe Angel Zamora and presented each with a Certificate of Election.

Councilmembers Round and Zamora spoke briefly and thanks their family and supporters for their efforts to place them in office.

WA.

7. **CITY MANAGER REPORT**

There was no report from the City Manager.

HOUSING AUTHORITY

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

SUCCESSOR AGENCY

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

8. **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 of Minutes

A. Minutes of the November 12, 2015 Regular Council Meeting

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

Upon Motion by Mayor Pro Tem Moore, seconded by Councilmember Sarno, the minutes were unanimously approved.

NEW BUSINESS

9. Rosecrans/Marquardt Grade Separation Project - Alternatives Development Report

Recommendation: That the City Council: endorse Alternative 2 – An Offset Overpass that realigns Rosecrans Avenue to the south over the Burlington North Santa Fe (BNSF) rail road tracks in the City of Santa Fe Springs.

Item 9 was carried over to another meeting. Councilmembers requested that the future presentation include details of alternatives.

10. Interstate 5 Freeway Widening Water Main Relocation Carmenita Road Segment B – Award of Contract

Recommendation: That the City Council: 1.) Accept the bids; and 2.) Award a contract to GRFCO, Inc., of Brea, California in the amount of \$478,100.00.

Upon Motion by Councilmember Trujillo, second by Councilmember Sarno, Item 10 was approved unanimously.

11. Approving a Professional Services Agreement with VPLS Solutions for the Purchase and Installation of a Nimble CS300 Solution (Computer Storage Area Network Device)

Recommendation: That the City Council: authorize the City Manager to execute a professional services agreement with VPLS Solutions for the purchase and installation of a Nimble CS300 Solution (Computer Storage Area Network Device).

Upon motion of Councilmember Zamora, seconded by Councilmember Sarno, Item 11 was approved unanimously.

12. Request for approval of a Recyclable Materials Dealer Permit for Tycoon Materials Inc. (Hugh Wan, Applicant)

Recommendation: That the City Council: approve the issuance of Recyclable Materials Dealer Permit No. 31 to Tycoon Materials Inc. subject to the conditions of approval as contained within this report.

Upon Motion by Councilmember Sarno, seconded by Councilmember Trujillo, Item 12 was approved unanimously.

RECESS

Mayor Pro Tem Moore declared a recess at 6:45 p.m.

RECONVENE

Mayor Pro Tem Moore reconvened the meeting at 7:05 p.m.

INTRODUCTIONS

13. The Youth Leadership Committee made the Community Announcements.

14. Representatives from the Chamber of Commerce
Debbie Baker, Simpson Advertising and Kathy Fink Santa Fe Springs Chamber Chief Executive Officer, were introduced.

PRESENTATIONS

15. Introduction and Presentation of Certificates to Firefighters from the City of Navajo and the State of Sinaloa.

Fire Department Chief Mike Crook presented Certificates to 24 firefighters from three states in Mexico who had completed a 40-hour training program hosted by the city. There was an exchange of gifts among the city officials and visiting firefighters.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

16. Committee Appointments
Councilmember Zamora announced he was nominating Gabriel Jimenez to the city Planning Commission. Mayor Pro Tem Moore, hearing no objections, confirmed the appointment.

17. **ORAL COMMUNICATIONS**

There being no one wishing to speak, Oral Communications was closed.

18. **EXECUTIVE TEAM REPORTS**

Brief reports were heard. The executive team expressed holiday wishes to the community and the City Council.

19. ADJOURNMENT

At 7:44 p.m., Mayor Pro Tem Moore adjourned the City Council meeting to Tuesday, December 22, 2015, in memory of the victims of the recent San Bernardino shootings.

Richard Moore, Mayor Pro Tem

ATTEST:

David M. Barron, CMC
Interim City Clerk

Date



City of Santa Fe Springs

City Council Meeting

January 14, 2016

PUBLIC HEARING – ORDINANCE FOR INTRODUCTION

Ordinance No. 1069 – An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2015) by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

RECOMMENDATION

That the City Council: 1.) Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1069, and thereafter close the Public Hearing. 2.) Find and determine that the subject Development Agreement is consistent with the City's General Plan. 3.) Pass the first reading of Ordinance No. 1069, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2015) by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

BACKGROUND

At a duly noticed hearing, before the City Council, on November 8, 2012, Ordinance No. 1036 was introduced. The second reading of Ordinance No. 1036 occurred on November 20, 2012. It became effective thirty (30) days after its second reading.

Ordinance No. 1036 improved and updated the City's existing billboard regulations, which were badly outdated and failed to anticipate and regulate 21st-century trends, such as electronic billboards, supergraphics (building wraps), and mobile billboards. Key elements of the ordinance included:

- (1) Updating the definition of billboards to include electronic billboards.
- (2) Limiting electronic billboards to the FOZ.
- (3) Requiring a Conditional Use Permit (CUP) and Development Agreement for all new billboards and expansion of existing billboards.
- (4) Limiting the placement of billboards to properties with a minimum area of 5 acres.
- (5) Creating definitions and regulations for supergraphics and mobile billboards.
- (6) Creating a mechanism for the City to generate additional revenues, either as a one-time payment, or payment over time, or a combination of both.
- (7) Allowing space on new billboards to be utilized for City-related activities, or to bring awareness to City and/or charitable causes.
- (8) Establishing a minimum distance between billboards.
- (9) Limiting the contents of messages beyond sexually explicit materials, alcohol and tobacco advertising.

Pursuant to section 155.384(A), of Ordinance No. 1036, billboards are allowed only after a valid Conditional Use Permit has first been obtained and a Developer Agreement has been approved

On December 14, 2015, the Planning Commission approved Conditional Use Permit

(CUP) Case No. 750 and Zone Variance (ZV) No. 76. The CUP allows for the construction and operation of a new digital billboard on a 4.98-acre property at 13711 Freeway Drive. The proposed sign will be approximately 50' tall (including the column and display). The billboard will be double-sided, meaning it will have a display area on both sides of the sign. Each display area will measure 14' x 48'. Unlike other typical billboards, the proposed design, which was modeled after the city logo, is very unique and attractive. The ZV allowed for a reduction to the 5-acre minimum size requirement applied to properties with a digital billboard pursuant to Section 155.384 (H)(7) of the City's zoning regulations.

At said meeting, the Planning Commission, via Resolution No. 53-2015, also recommended that the City Council adopt Ordinance No. 1069. City Council approval of Ordinance No. 1069 would allow for a development agreement (Development Agreement No. 01-2015) between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company. The Development Agreement would set forth rules and regulations applicable to the proposed billboards.

Development Agreement

A city's exercise of its power to enter into a development agreement is a legislative act; therefore, development agreements must be approved by ordinance. Under California Government Code Sections 65864 et seq. ("Development Agreement Law") cities can enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

The main points of the Development Agreement (see attachment) are as follows:

1. The Developer pays an annual development fee to the City to mitigate potential impacts of the Development on the City and surrounding community.
2. The Developer is prohibited from utilizing any of the displays on the New Digital Billboard or the New Static Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs", adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance.
3. The City Council has the right to review the Agreement annually, or may, in its sole and absolute discretion, order a special review for compliance with the Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code. Legal notice of the Public Hearing was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on December 30, 2015, posted in Santa Fe Springs City Hall, the City Library and Town Center on December 30, 2015, published in a newspaper of general circulation (Whittier Daily News) on January 1, 2016, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

As of the date of this report, staff has not received any comments and/or inquiries regarding the proposal.

SUMMARY

Ordinance No. 1036 established standards for the installation of billboards on certain properties within the City, only after a valid Conditional Use Permit has been obtained and a development agreement approved. Since a city's exercise of its power to enter a development agreement is a legislative act, development agreements must be approved by ordinance. Ordinance No. 1069 provides the legal authority allowing the City to enter into Development Agreement No. 01-2015 with Bulletin Displays, LLC, a Limited Liability Company.

FISCAL IMPACT

Potential to generate additional source of revenue through negotiated development agreements.



Thaddeus McCormack
City Manager

Attachments:

1. Ordinance No. 1036
2. Planning Commission Staff Report
3. Resolution No. 53-2015
4. Ordinance No. 1069
5. Development Agreement No. 01-2015

ORDINANCE NO. 1036

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS RELATING TO THE STANDARDS FOR THE INSTALLATION OF BILLBOARDS ON CERTAIN PROPERTIES IN THE CITY.

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

Section 1. Section 155.383 in Title 15, Part 15, of the City Code is hereby amended to add thereto the following Definitions:

BILLBOARD. A sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located. This includes, but is not limited to, electronic billboards, building graphics, supergraphics, building wraps, and wall drop signs containing off-site messages, and billboards painted or applied to building walls. The terms "billboard" and "off-premises sign" may be used interchangeably to mean the same thing.

BILLBOARD, ELECTRONIC. An electronic billboard is a billboard the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements and can be changed or altered electronically. This includes billboards with displays that have to be preprogrammed to display only certain types of information (i.e., time, date, temperature) and billboards whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, billboards also known as digital billboards or LED billboards.

ADJACENT. When used to refer to a billboard adjacent to a freeway, shall mean located within, either in whole or in part, in an area formed by measuring six hundred sixty feet (660') laterally from the edge of the right-of-way of a landscaped freeway section along a line perpendicular to the center line of the freeway (as defined in California Code of Regulations, Title 4, Chapter 1, Section 2242).

FREEWAY-ORIENTED. With respect to billboards, shall mean any billboard that is adjacent to a freeway, as set forth above, and designed to be viewed primarily by persons traveling on the main-traveled way of the freeway.

SUPERGRAPHIC. Shall mean a sign, containing either on-site or off-site advertising, consisting of an image that is applied to and made integral with a wall, or projected onto a wall, or printed on vinyl, mesh, or any other material, or other light pliable material not enclosed in a rigid frame. The term "supergraphic" also shall include signs known as "building wraps."

Section 2. The following new Section 155.384 is hereby added to Title 15, Part 15, of the City Code:

155.384 BILLBOARDS

Purpose. Billboards are recognized as a legitimate form of commercial use in the City. However, the size, number, location and illumination of billboards can have significant influence on the City's visual environment, and can, without adequate control, create or contribute to blighted conditions. The purpose of this Section is to provide reasonable billboard control, recognizing that community appearance is an important factor in ensuring the general community welfare. This Section contains the entirety of the City's zoning regulations with respect to billboards in the Freeway Overlay Zone ("FOZ"). In the event of any conflict between any provision contained in this Section and any other provisions contained elsewhere in this Code, the provision contained in this Section shall prevail.

A. Use Regulations.

Billboards shall be allowed in the FOZ only after a valid Conditional Use Permit has first been obtained and a Development Agreement has been approved. A Conditional Use Permit shall be obtained and a Development Agreement shall be entered into prior to the issuance of a building permit for any project involving construction of a new billboard, expansion or modification of a billboard, or addition of additional face(s) to a billboard. A Development Agreement shall include the amount of money to be paid to the City as a result of the installation and operation of the billboard.

B. Separate Applications.

Each individual proposal for construction of a new billboard, or modification of a billboard, shall be considered a separate application, and each application shall be separately and individually subject to the provisions in this Code relating to Conditional Use Permits, and the provisions and requirements of this Section. Multiple sites shall not be combined into one application.

C. Required Findings.

In addition to the required findings for a Conditional Use Permit (Section 155.716), the Planning Commission or City Council, as applicable, shall not approve a Conditional Use Permit for any billboard project unless it can make a finding that the billboard will not constitute a hazard to the safe and efficient operation of vehicles upon a street or freeway.

D. Locations Allowed.

Billboards shall be allowed only in the FOZ.

E. Locations Prohibited.

1. On the roof of a building or projecting over the roof of a building, whether the building is in use or not.
2. On the wall of a building or otherwise attached or integrated to, or suspended from a building.
3. On or encroaching over the public right-of-way.
4. Within six hundred sixty feet (660') of a section of a freeway that has been landscaped if the advertising display is designed to be viewed primarily by persons traveling on the main-traveled way of the landscaped freeway, including landscaped portions of freeway. Such restriction shall apply only to landscaping on the same side of a freeway as the billboard.
5. Within any landscaped freeway area under the jurisdiction of the California Department of Transportation, unless there is a relocation agreement between the outdoor advertising structure owner and the California Department of Transportation.
6. Within 300 feet of an intersection of highways or of highway and railroad right-of-way, but a sign may be located at the point of interception, as long as a clear view is allowed for 300 feet, and no sign shall be installed that would prevent a traveler from obtaining a clear view of approaching vehicles for a distance of 500 feet along the highway.
7. In no event shall any billboard be permitted in any location which would result in a violation of any applicable Federal or State law.

F. Landscape Segment Relocation Credits.

No new billboard shall be constructed or installed within the City through utilization of credits given by the California Department of Transportation or State for relocation of billboards located in landscaped freeway segments, unless mandated by State law. This shall include credits for billboards located either within the City or in other jurisdictions.

G. Types of Billboards Prohibited.

The following types of prohibited billboards are specified for clarity. However, this shall not limit the types of prohibited billboards to those described below:

1. Mobile Billboards.

Any billboard installed upon, mounted, attached, or applied to any vehicle, non-motorized vehicle, bicycle, scooter, or trailer whose primary purpose is conveyance, transportation, or support of the billboard message surface shall be prohibited from any display or placement on public or private property or the public right-of-way in a manner making it visible from any other public or private property or the public right-of-way.

2. Supergraphics.

Any off-site advertisement meeting the definition of "supergraphic" as defined in Section 155.383 shall be prohibited.

H. General Requirements.

1. Maximum Area.

The maximum area of billboards shall be seven hundred square feet per sign area (e.g., 14 feet x 48 feet).

2. Maximum Height.

The maximum height of billboards shall be fifty feet, measured from the finished grade at the base of the sign.

3. Maximum Number of Signs.

No property (defined as a single parcel or two or more contiguous parcels under common ownership) shall have more than two billboards, either digital or static, but not both of the same type.

4. Minimum Distance from Another Billboard on the Same Parcel.

The minimum distance from another billboard on the same property shall be five hundred feet as measured from the vertical centerline of each billboard.

5. Minimum Distance from Another Billboard on the Same Side of the Freeway.

The minimum distance from another billboard not on the same property but on the same side of the freeway shall be one thousand feet, as measured from the vertical centerline of each billboard.

6. Minimum Setback.

The minimum setback distance of the billboard column support post shall be at least 25 feet from any property line and at least 25 feet from the building. Notwithstanding, no portion of a billboard shall project over the width of any street, highway or other public right of way.

7. Minimum Size of Property.

The minimum size of any property on which a billboard can be located shall be five acres, unless a variance is granted to allow a billboard on a smaller property.

8. Maximum Number of Faces.

No billboard shall have more than two (2) faces. A face shall be considered the display surface upon which an advertising message is displayed. (No V-shape billboards shall be allowed.)

- a. The two faces of two-sided billboards shall be identical in size.
- b. The two sign faces shall be attached directly and be parallel to each other.
- c. The top, bottom and sides of the two sign faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face.

9. Face Orientation.

No billboard shall have more than one (1) face (display surface) oriented in the same vertical plane.

10. Name of Owner.

No billboard shall be maintained in the City unless the name of the person or company owning or maintaining it and the identifying number of the billboard are plainly displayed thereon.

11. Driveways.

Billboards projecting over a driveway or driving aisle shall have a minimum clearance of sixteen feet (16') between the lowest point of the sign and the driveway grade.

12. Pedestrian Walkway.

Billboards projecting over a pedestrian walkway shall have a minimum clearance of eight feet (8') between the lowest point of the sign and the walkway grade.

13. All Others.

All other billboards shall have a minimum clearance of eight feet (8') between the lowest point of the sign and ground level so as not to provide an attractive nuisance for graffiti and vandalism.

14. Screening.

All back or rear portions of single-faced or double-faced billboards visible from a public right-of-way or other public or private property shall be screened. The screening shall cover all structural members of the sign, not including the pole supports.

15. Additional Requirements.

Prior to issuance of a building permit for any billboard project subject to the requirements of this Chapter, the applicant shall provide the following:

- a. The telephone number of a maintenance service, to be available twenty-four (24) hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
- b. Proof of lease demonstrating a right to install the billboard on the subject property.
- c. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on a map. The intent of this requirement is to facilitate analysis of the proposed billboard's compliance with the spacing and location requirements.

I. Standards of Design.

1. All new billboards shall be designed to have a single (steel) cylindrical column support post.
2. All new billboard structures shall be free of any bracing, angle iron, guy wires, cables, etc.
3. The installation of any new billboard shall not require the removal of trees or other on-site landscaping or the reduction of any required on-site parking spaces.
4. The backs of all new billboard structures shall be screened, encased, or otherwise suitably covered.

J. Design and operational restrictions.

1. Each digital billboard shall be constructed to withstand a wind pressure of 20 pounds per square feet of exposed surface.
2. No digital billboard shall display any statement or words of an obscene, indecent or immoral character.
3. No digital billboard shall display any advertising of: Any drugs, including but not limited to marijuana; or tobacco products; or adult-type uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVD's or tapes.
4. No digital billboard shall display flashing, shimmering, glittering, intermittent or moving light or lights. Exceptions to this restriction include time, temperature and smog index units, provided the frequency of change does not exceed four (4) second intervals.

5. No digital billboard shall include any illumination or message change that is in motion or that change or expose a message for less than four seconds. Continuous motion, including full motion video, shall not be permitted.
6. The utilities of each digital billboard shall be underground.
7. Each digital billboard shall be tied into the National Emergency Network and provide emergency information, including child abduction alerts (i.e., "Amber Alerts").
8. Each digital billboard shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act (Cal. Bus. & Prof. Code, 5200 et seq), and the California Vehicle Code.
9. Each digital billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions. So on overcast or poor weather days, the sign would automatically adjust to the ambient light level.
10. Each digital billboard shall be designed to either freeze the display in one static position, display a full black screen or turn off in the event of a malfunction.
11. No digital billboard shall utilize technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to a radio frequency identification device, geographic positions system, or other device.
12. Walls or screens at the base of the digital billboard shall not create a hazard to public safety or provide an attractive nuisance
13. No digital billboard shall emit audible sound, odor or particulate matter.
14. No digital billboard shall simulate or imitate any directional, warning, danger or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
15. No digital billboard shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the Vehicle Code.

Section 3. The following uses are hereby added to Subsection (E) of Section 155.377 of the City Code: "(11) Billboards, including but not limited to electronic and digital billboards."

Section 4. Subsection (G)(3) of Section 155.380 of the City Code is hereby deleted.

Section 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

Section 6. The Deputy City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage hereof.

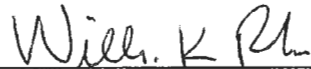
The foregoing Ordinance was adopted this 20th day of November, 2012, by the following vote:

AYES: Gonzalez, Rios, Trujillo, Rounds

NOES: None

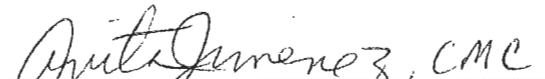
ABSENT: Moore

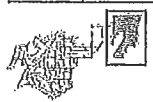
ABSTAIN: None



William K. Rounds, Mayor

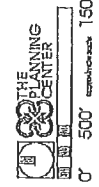
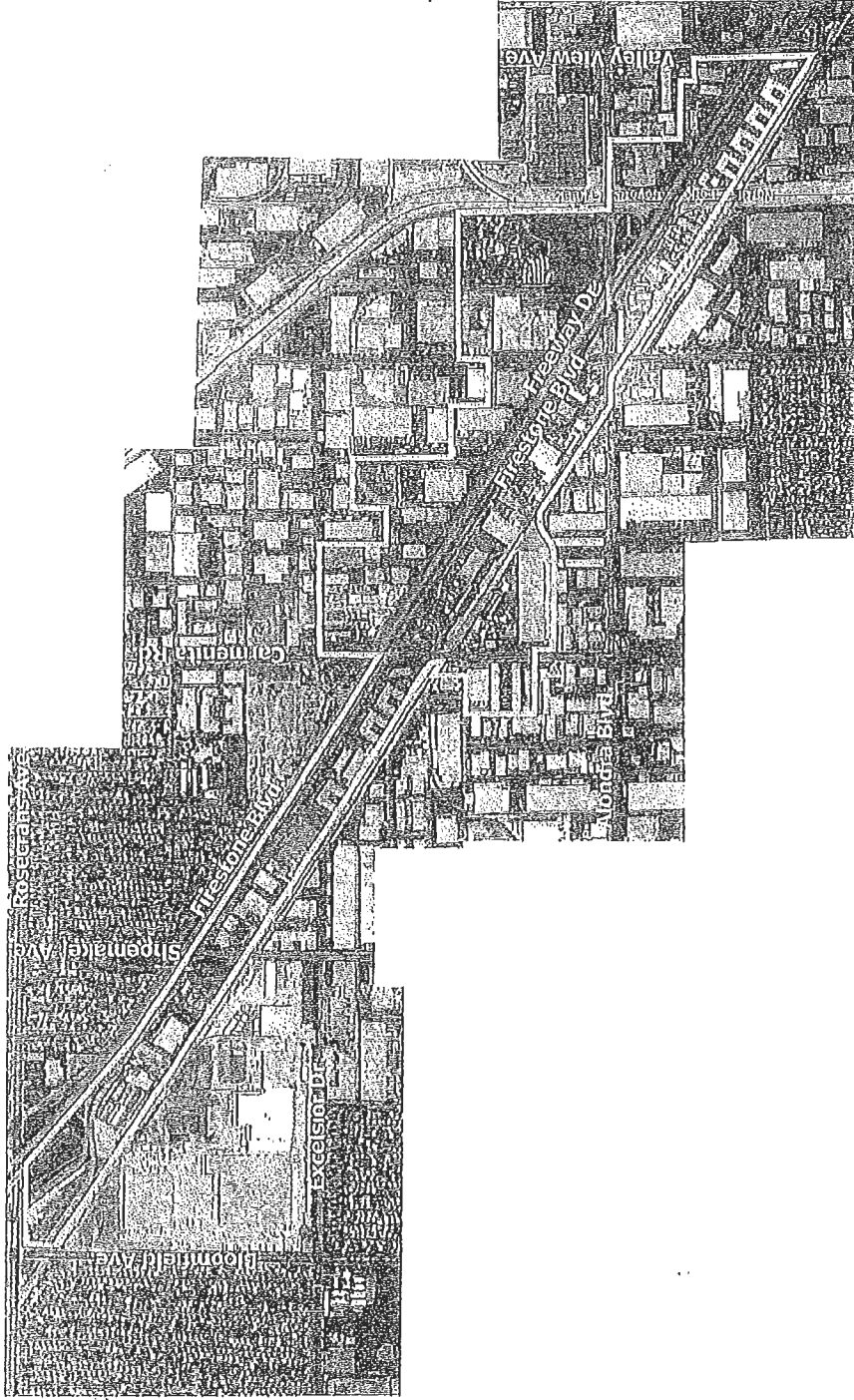
ATTEST:


Deputy City Clerk



Vicinity Map

11.07.02



Freeway Overlay Zone

0 500' 1500'



PUBLIC HEARING

Conditional Use Permit Case No. 750 and Environmental Documents

A request to allow the construction and operation of a new 50-foot tall digital billboard with display area of 14'x48' on property located at 13711 Freeway Drive (APN: 8069-015-055), in the M-2-FOZ, Heavy Manufacturing - Freeway Overlay Zone. (Bulletin Displays, LLC).

Zone Variance Case No. 76

A request for a reduction of the 5-acre minimum size requirement as set forth in Section 155.384 (H)(7) of the zoning regulations for property's with a digital billboard and specifically for property located at 13711 Freeway Drive (APN: 8069-015-055), in the M-2-FOZ, Heavy Manufacturing - Freeway Overlay Zone. (Bulletin Displays, LLC).

RECOMMENDATIONS

Staff recommends that the Planning Commission take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 750 and Zone Variance Case No. 76, and thereafter close the Public Hearing.
2. Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan.
3. Find that the applicant's request meets the criteria set forth in §155.716 of the Zoning Regulations, for the granting of a Conditional Use Permit.
4. Find that the applicant's request meets the criteria set forth in Sections 155.675 of the City Zoning Regulations for the granting of a Zone Variance.
5. Approve and adopt the proposed Mitigated Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment.
6. Approve Conditional Use Permit Case No. 750 and Zone Variance Case No. 76, subject to the conditions of approval as contained within the Staff Report.

BACKGROUND

The subject property is located on the northeast corner of Freeway Drive and Spring Avenue at 13711 Freeway Drive (APN: 8069-015-055). The property measures 216,775 sq. ft. (approximately 4.98-acres) and is located within the M-2 FOZ (Heavy Manufacturing – Freeway Overlay Zone) zone. The property is currently developed with an approximately 82,000 sq. ft. building that is occupied by a steel warehouse and shipping company (Martinez Trucking and Logistics). The applicant, Bulletin Displays, LLC, is proposing to sublease a small portion of the front parking area to construct a new digital billboard.

Bulletin Displays, LLC (on behalf of the owner Gilbert-Blank LLC), is proposing to construct and operate a double-face digital billboard sign on the subject property. The billboard will be 50-foot tall and provide with a 14' x 48' full-color LED display area on both sides. Because the billboard is electronic, all advertising will be placed on the billboard via satellite/internet service. Advertising is sold to local, regional and national clients on a monthly basis. The applicant has noted that any unsold advertising space may be utilized by the City of Santa Fe Springs on a space available basis. According to the applicant, the digital sign is intended to operate on a twenty four (24) hour basis.

The project involves the following entitlements:

Conditional Use Permit Case No. 750

A request to allow the construction and operation of a new 50-foot tall digital billboard with display area of 14'x48' on the subject property.

Zone Variance Case No. 76

A request for a reduction of the 5-acre minimum size requirement as set forth in Section 155.384 (H)(7) of the City's Zoning Regulations for property's with a digital billboard.

REQUEST

Pursuant to Section 155.384 (A) of the City's Zoning Regulations, billboards are allowed for properties in the FOZ only after a valid Conditional Use Permit (CUP) has first been obtained, and subject to approval of a Development Agreement. The applicant, Bulletin Displays, LLC, is, therefore, requesting approval of the subject Conditional Use Permit (CUP 750) to allow the construction and operation of a new digital billboard on the subject property.

It should be noted that staff simultaneously worked with the applicant to finalize the required Development Agreement. Although not a part of this report, staff is concurrently bringing the Development Agreement to the Planning Commission for review and recommendation to the City Council.

The subject request, however, also requires approval of a Zone Variance (ZV 76) since the property is only 4.98-acres and the minimum size of any property on which a billboard can be located is 5-acres. The variance request, if approved, would allow a digital billboard to be constructed on a property of 4.98-acres instead of 5-acres as required. Therefore, concurrently with the CUP request, the applicant is also requesting approval of the subject Zone Variance.

CUP 750 – DIGITAL BILLBOARD:

Site Plan - The proposed sign will be located along the southwest corner of the site and will be setback 50' from the property line along Freeway Drive and 67' from the property line along Spring Avenue. The provided setbacks are measure from the centerline at the base of the proposed sign. No portion of the billboard extends over any property lines. As proposed, the sign will be approximately 1,460 feet from the existing freestanding center sign at the Carmenita Truck Center site (13443 Freeway Drive) and approximately 1,000 feet from the previously approved digital billboard at the Freeway Springs LLC project site (13833 Freeway Drive).

Elevations - The proposed billboard will be contemporary in design. The proposed billboard will be approximately 50' tall (including the column and display). The billboard will be double-sided, meaning it will have a display area on both sides of the sign. Each display area will measure 14' x 48'. Unlike other typical billboards, staff believes the proposed design, which was modeled after the city logo, is both original and attractive.

ZV 76 – LOT SIZE REQUIREMENT:

Pursuant to Section 155.384 (H)(7) of the City's zoning regulations, a property shall be a minimum of 5-acres in size before it may be considered for a digital billboard. As stated previously, the subject property measures 4.98-acres, approximately .02-acres short of the 5-acre minimum. However, it should be noted that as part of the I-5 Freeway expansion, Caltrans acquired a portion of the property's frontage along Freeway Drive (see Caltrans Taking Map attached). Prior to the acquisition from Caltrans, the site contained a gross area of 220,259 square feet, or 5.06-acres of land. Nevertheless, since the site is now less than 5-acres, a Zone Variance is required for a reduction of the 5-acres minimum of size requirement applied to properties with a digital billboard.

COMMISSION'S CONSIDERATIONS

Criteria for granting a Conditional Use Permit

The Commission should note that in accordance with Section 155.716 of the City's Zoning Regulations, before granting a Conditional Use Permit, the Commission shall:

- 1) Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general; and

- 2) Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.

In addition to the required findings for a Conditional Use Permit set forth in Section 155.716 of the City's Zoning regulations, the Planning Commission or City Council (as applicable) shall not approve a Conditional Use Permit for any billboard project unless it can make a finding that:

- 3) The billboard will not constitute a hazard to the safe and efficient operation of vehicles upon a street or freeway.

Staff believes that the applicant's request meets the criteria required by Section 155.716 of the City's Zoning Regulations for the granting of a Conditional Use Permit as well as the additional findings related to billboard projects.

The reasons for the findings are as follows:

- 1. That the proposed digital billboard will not be detrimental to persons or property in the immediate vicinity, nor will not adversely affect the city in general for the following reasons:**

As proposed, aside from the Zone Variance to allow a digital billboard to be located on a property less than 5-acres, the proposed project would comply with the City's Zoning Regulations as well as Ordinance No. 1036 which control the placement and manner in which the billboard material is presented to the public. The subject billboard, therefore, is not anticipated to be a detriment to persons or property in the immediate vicinity nor will it adversely affect the city in general.

- 2. That the proposed digital billboard has been designed to preserve the general appearance and welfare of the community for the following reasons:**

The proposed billboard will be contemporary in design. The proposed billboard is shown at approximately 50' tall (including the column and display) with a display area measuring 14' in height and 48' in width. The billboard will be double-sided, meaning it will have a display area on both sides of the sign.

Consistent with the digital billboard's contemporary design, staff has conditioned that the proposed billboard shall not have any walkways or platforms or any type of appendages and/or attachments. Unlike other typical billboards, staff believes the proposed design, which was modeled after the city logo, is both original and attractive. Thus staff finds that the proposed billboard will preserve the general appearance and welfare of the general area and overall community.

3. The billboard will not constitute a hazard to the safe and efficient operation of vehicles upon a street or freeway:

To ensure that the subject billboard does not become a distraction to local commuters and/or adjacent property owners, staff has placed several conditions (#9, #17, #18, and #19) in the CUP to help control the materials advertised, the transitions, and also the lighting levels. Staff, therefore, finds the subject sign will not be constituted as a hazards to the safe and efficient operation of vehicles upon nearby streets and/or the adjacent Santa Ana (I-5) Freeway.

Criteria for granting a Zone Variance

The Commission should note that in accordance with Section 155.675 of the City's Zoning Regulations, before granting a Zone Variance, the Commission shall satisfy itself that the applicant has shown that all of the following conditions shall apply:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone.
2. That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone district, but which is denied to the property in questions.
3. That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements of others in the vicinity.
4. That the granting of such variance will not adversely affect the master plan of the City.

Staff believes that the applicant's request meets the criteria required by Section 155.675 of the City's Zoning Regulations for the granting of a Zone Variance.

The reasons for the findings are as follows:

1. **That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone.**

In reviewing the project request, staff identified the following unique circumstances associated with the applicant's request:

- a) As evident from the recent site survey (*see provided attachment*), prior to the acquisition by Caltrans, the subject property was 220,259 sq. ft. (5.06-acres); thus, it would have met the 5-acre minimum requirement.

- b) The reduction to the overall area of the site, below the 5-acre threshold, was not a direct result from any request made by the property owner; rather, it was caused by an action (from Caltrans) that was beyond the property owner's control.

2. That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone district, but which is denied to the property in questions.

As mentioned previously, the reduction in the overall size of the property is the result of an acquisition by Caltrans. Prior to the acquisition, the subject property would have met the 5-acre minimum. Without the Zone Variance, the applicant would be effectively denied the right to have a digital billboard on the subject site.

It should also be noted that a Zone Variance (ZV 78) was recently granted to allow the construction of a digital billboard on another property (on the south side of the I-5 freeway) where the site was below the 5-acre threshold. It should be noted that the circumstances of both cases are not identical. The project on the south side of the Freeway was a replacement/upgrade to an existing sign.

3. That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements of others in the vicinity.

As previously noted, staff has placed several conditions within the subject CUP to reinforce or otherwise help control the materials advertised (condition #8), the transitions (condition #17) , and also the lighting levels of the subject billboard (conditions #18 and #19) to ensure that it does not become a distraction to local commuters and/or adjacent property owners. Further, unlike other typical billboards, staff believes the proposed design, which was modeled after the city logo, is both original and attractive. The subject billboard therefore, is not anticipated to be a detriment to the public welfare or injurious to the property or improvements of others in the vicinity.

4. That the granting of such variance will not adversely affect the master plan of the City.

Ordinance No. 1036 which, effectively amended Section 155.384 of the Zoning Regulations was adopted by the City Council in November of 2012. Allowing billboards along the Freeway Overlay Zone is, therefore, an activity that the City had envisioned and supported.

Unlike other typical billboards, staff believes the proposed design, which was modeled after the city logo, is both original and attractive. Thus, staff believes the proposed billboard will preserve the general appearance and welfare of the general area and overall community. Although, a Zone Variance is required for the subject billboard, staff finds the unique circumstances related to the subject request do warrant the consideration for approving such request without the fear of setting an unduly precedence.

STAFF REMARKS

Based on the findings set forth in the staff report, Staff finds that the applicant's request meets the criteria required by Section 155.716 and 155.675 of the City's Zoning Regulations for the granting of a Conditional Use Permit and Zone Variance, respectively.

STREETS AND HIGHWAYS

The subject site has frontage on both Spring Avenue and Freeway Drive. Both are considered local industrial streets within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject property is zoned M-2-FOZ, Heavy Manufacturing-Freeway Overlay Zone with a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as follows (see Table 1 below):

Table 1 – Current Zoning, General Plan and Land Use

Surrounding Zoning, General Plan Designation, Land Use			
Direction	Zoning District	General Plan	Land Use (Address/Business Name)
North	M-2-FOZ, Heavy Manufacturing, Zone	Industrial	<u>Book Binder/Printer/Distributor</u> (15310 Spring Ave/Ross Bindery, Inc)
South	M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	<u>Aerospace Products Manufacturer</u> (13700 Firestone Blvd/ Le Fiell Manufacturing Co)
East	M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	<u>Currently Vacant</u> (13767 Freeway Dr/previously Refrigerator Manufacture, Inc.)
West	M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	<u>Corporate Office</u> (13635 Freeway Dr/Tapatio Markets)

LEGAL NOTICE OF PUBLIC HEARING

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

Legal notice of the Public Hearing for the proposed Conditional Use Permit and Zone Variance was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on December 3, 2015. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center on December 3, 2015, and published in a newspaper of general circulation (Whittier Daily News) on December 3, 2015, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

As of date of this report, staff has not received any comments and/or inquiries regarding the proposal.

ENVIRONMENTAL DOCUMENTS

Upon review of the proposed project, staff determined that additional environmental analysis is required to meet the requirements of the California Environmental Quality Act (CEQA). The applicant has retained Marc Blodgett of Blodgett and Associates to prepare the necessary CEQA documents.

An Initial Study was prepared to determine the project's impact on the environment and necessary supporting environmental documents (Environmental Impact Report, Mitigated Negative Declaration or Negative Declaration). Based on the Initial Study, the proposed project will not result in any significant adverse immitigable impacts; consequently, a draft Mitigated Negative Declaration (MND) was prepared. The reasons to support this finding of the draft MND are contained in the Initial Study which is provided as an attachment to this report.

Additionally, pursuant to Section 15072 of the CEQA Guidelines, a Notice of Intent (NOI) to adopt the draft MND for the proposed project (digital billboard) was posted with the LA County Clerk's office and also at Santa Fe Springs City Hall, the City Library and the City's Town Center on June 22, 2015. The 20-day public comment period for the draft MND began June 23, 2015 and ended July 23, 2015.

As of the date of this report, the City has not received any comments and/or inquiries relating to the draft MND

AUTHORITY OF PLANNING COMMISSION:

Conditional Use Permit

The Planning Commission has the authority, subject to the procedures set forth in this subchapter, to grant a Conditional Use Permit whenever it finds that the granting of said permit is consistent with the requirements, intent and purpose of this chapter. The Commission may grant a Conditional Use Permit subject to such conditions as the Commission finds are warranted by the circumstances involved.

This may include the dedication and development of streets adjoining the property and other improvements. All such conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

Zone Variance

The Planning Commission shall have the authority, subject to the procedures set forth in this chapter, to grant variances from any provision of this chapter relating to the use and development of land when it is found that the strict and literal interpretation of such provisions would cause undue difficulties and unnecessary hardships inconsistent with the intent and general purpose of this chapter.

CONDITIONS OF APPROVAL:

ENGINEERING / PUBLIC WORKS DEPARTMENT:

(Contact: Robert Garcia 562.868-0511 x7545)

1. That a grading plan shall be submitted showing elevations and drainage pattern of the site. The improvements shall not impede, obstruct or pond water onsite. The grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal.

POLICE SERVICES DEPARTMENT:

(Contact: Luis Collazo 562.868-0511 x3319)

2. That the applicant, Bulletin Displays, LLC shall provide an emergency phone number and the name of a contact person to the Department of Police Services. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the owner/developer or their representative any time, 24 hours a day.
3. That the support post of the billboards shall be treated with a graffiti-proof paint finish and the billboards shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.

4. That the applicant shall not plant trees, shrubs or other type of foliage, or install any structures or appendages that would allow individuals to scale the billboards.

Code Enforcement

5. That the applicant, Bulletin Displays, LLC shall not encroach, reduce or do away with the approved number of parking spaces.

WASTE MANAGEMENT:**(Contact: Teresa Cavallo 562.868.0511 x7309)**

6. That the applicant, Bulletin Displays, LLC shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
7. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.

PLANNING AND DEVELOPMENT DEPARTMENT:**(Contact: Cuong Nguyen 562.868-0511 x7359)**

8. That this approval allows the applicant, Bulletin Displays, LLC, to establish, operate and maintain a new digital billboard on property located at 13711 Freeway Drive (APN: 8069-015-055).
9. That the subject billboard shall be in conformance with Ordinance No. 1036, an ordinance of the City of Santa Fe Springs relating to the standards for the installation of billboards on certain properties in the City.
10. That approval of Conditional Use Permits No. 750 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City laws and regulations.
11. That all required permits regarding Highway Oriented Signs shall be obtained from the California Department of Transportation (Caltrans).
12. That Conditional Use Permits No. 750 shall not become effective, unless the City Council and Bulletin Displays, LLC enter into a Development Agreement regarding the operation of the subject billboard.

13. That approval of the subject Conditional Use Permit (CUP 750) is still contingent upon approval of a Zone Variance (ZV 76) for the reduction to the minimum 5-acre size required for of properties to qualify to obtain a billboard.
14. That the proposed digital billboard shall not have any walkways or platforms on either face side of the billboard or any type of appendages or attachments. Walkways and platforms are allowed between the sign faces. The only exception shall be for a camera to monitor the face of the billboard.
15. That the applicant, Bulletin Displays, LLC agrees to hire a qualified land surveyor to prepare an accurately scaled map showing the subject digital billboard will meet the required minimum 1,000 feet distance from another billboard located on the same side of the Freeway (existing or previously approved). Said map shall be provided concurrently or prior to submittal for plan check.
16. That prior to issuance of a building permit for the subject billboard, the Applicant, Bulletin Displays, LLC shall provide the Planning Department with the following:
 - a. The telephone number of a maintenance service to be available twenty-four (24) hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
 - b. Show a redacted lease demonstrating a right to install the billboard on the subject property.
 - c. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on an accurately scaled map. The intent of this requirement is to facilitate analysis of the proposed billboard's compliance with the spacing and location requirements.
17. That the message transition for the subject digital billboard shall be instantaneous or 1-2 seconds, if fading.
18. That lighting levels on the subject digital billboard shall not exceed 0.3 foot candles above ambient light from a distance of 250 feet, as measured according to standards of the Outdoor Advertising Association of America (OAAA).
19. That brightness of the subject digital billboard shall not exceed 800 nits (candela per square meter) from sunset to sunrise. At all other times, brightness shall not exceed 7500 nits.

20. That within one week after the sign is activated, a qualified lighting consultant/electrical engineer shall measure the sign intensity at the sign face and ensure compliance with Condition 18 above regarding the standard of 0.3 foot candles above ambient light from a distance of 250 feet. Written verification of compliance shall be provided to the Planning Department within one week following sign activation. All cost shall be the responsibility of the Applicant, Bulletin Displays, LLC.
21. That the applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909, if applicable.
22. That the applicant, Bulletin Displays, LLC shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings. *Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.*
23. That the proposed digital billboard shall otherwise be substantially in accordance with the plans submitted by the applicant and on file with the case.
24. That the applicant, Bulletin Displays, LLC shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Pasos, Business License Clerk, at (562) 868-0511, extension 7527 for additional information and application or one can be downloaded at www.santafesprings.org.
25. That the project shall comply with all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes.
26. That Conditional Use Permit Case No. 750 shall be subject to a compliance review in one (1) year, on or before December 14, 2016 to ensure the subject digital billboard use has been continuously maintained in strict compliance with the conditions of approval as stated within the staff report.
27. That the applicant, Bulletin Displays, LLC, agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or

employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the subject CUP and/or ZV, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

28. It is hereby declared to be the intent that if any provision of this Permit is violated, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse. Prior to voiding the permit, the City shall contact Bulletin Displays, LLC with certified mail return receipt requested and list the specific facts indicating a violation and its applicable code provisions and allow Bulletin Displays, LLC to remedy the violation within seven (7) working days from receipt of the notice or a reasonable amount of time if a remedy cannot be reasonably done in seven (7) days.
29. If any term or provision of this CUP shall be determined invalid, void, or unenforceable, the remaining conditions shall not be affected and such remaining conditions are not rendered impractical to enforce or to otherwise deprive Bulletin Displays, LLC or the city of the benefits of this CUP.

Wayne M. Morrell
Director of Planning

Attachments:

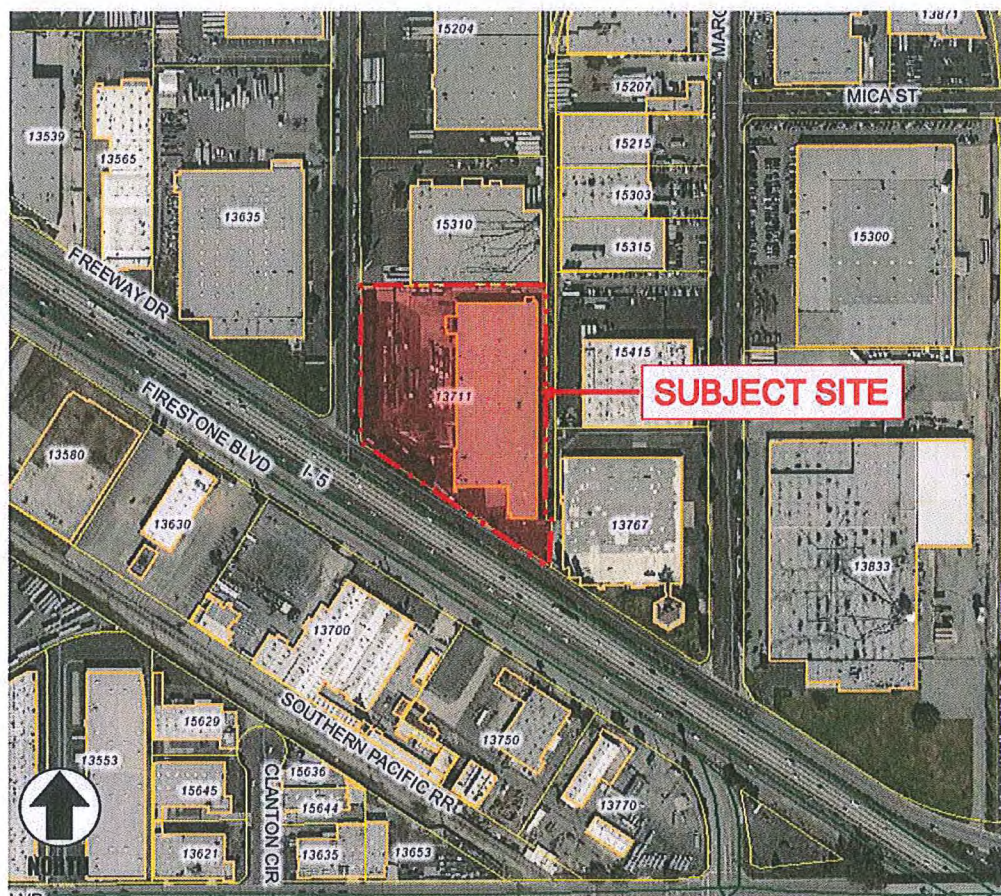
1. Aerial Photograph
2. Full Site Plan
3. Partial (Enlarged) Site Plan
4. Proposed Sign Elevation
5. Recent Site Survey
6. Conditional Use Permit Application
7. Zone Variance Application
8. Draft Mitigated Negative Declaration

C:\Cuong\Cases\Aug. 15-Aug. 16\CUP 750 & ZV76 - Bulletin Displays LLC (Sign)\CUP750&ZV76_PCStaffReport.doc

Aerial Photograph



CITY OF SANTA FE SPRINGS

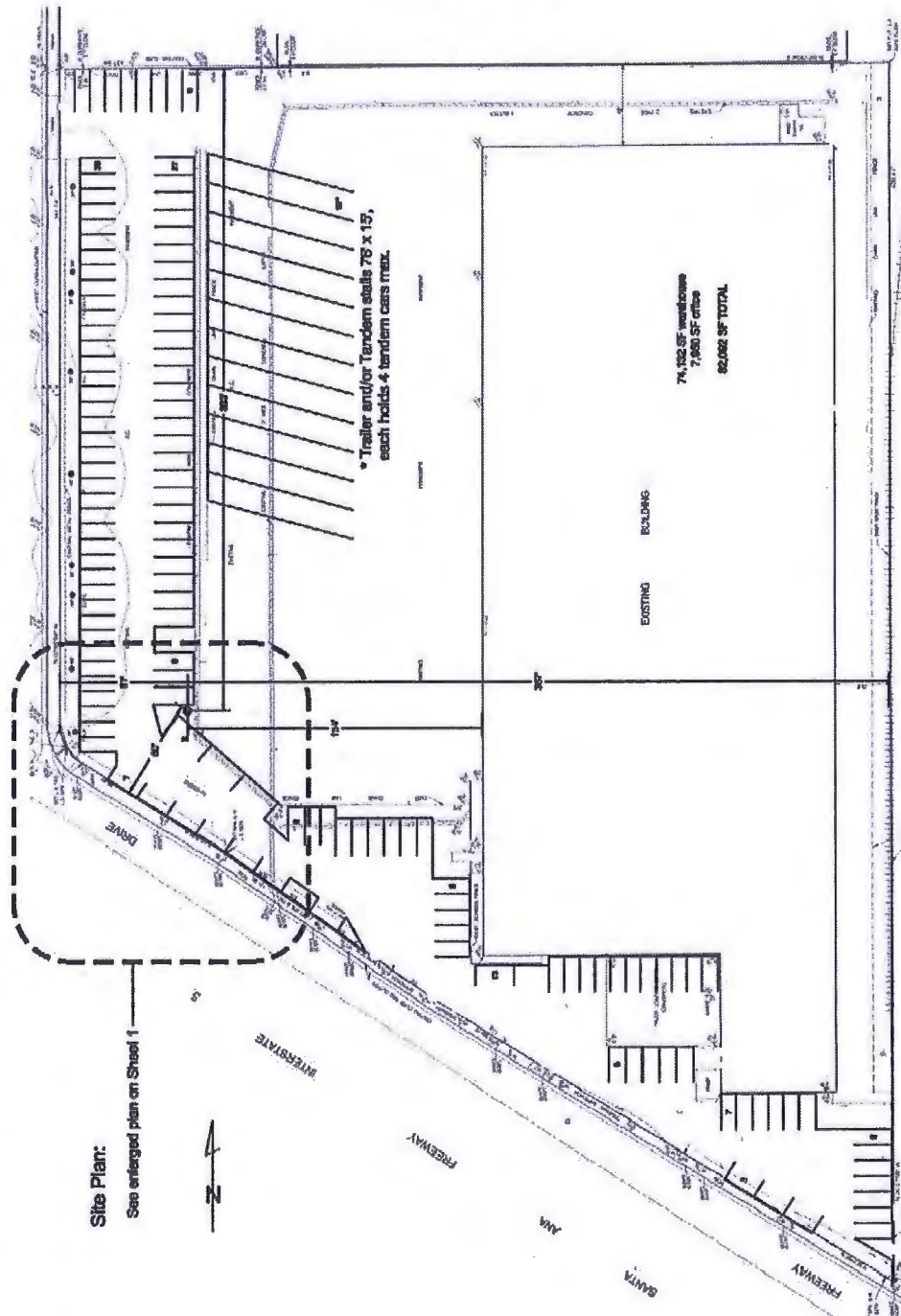


AERIAL PHOTOGRAPH – 13711 Freeway Drive

**CONDITIONAL USE PERMIT No. 750 &
ZONE VARIANCE CASE No. 76**

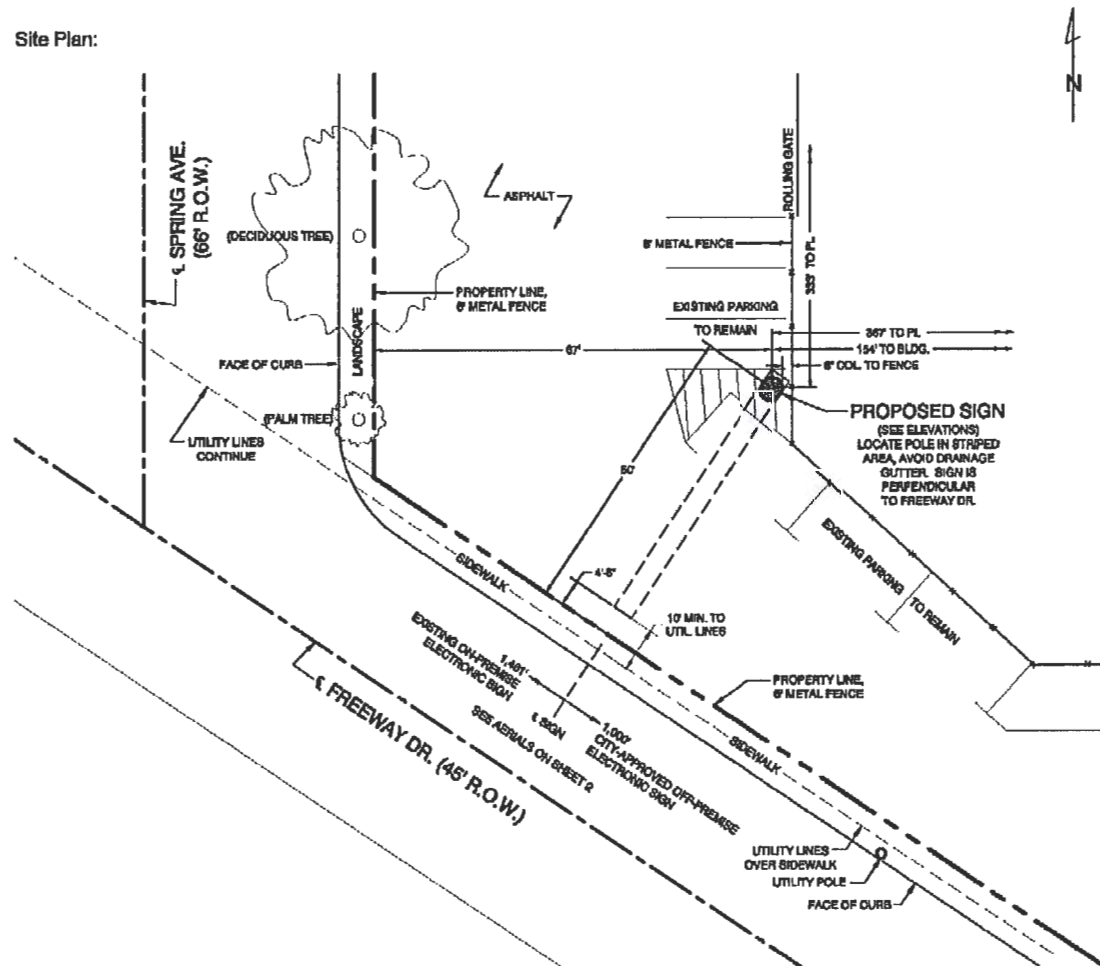
APPLICANT: Bulletin Displays, LLC

Full Site Plan

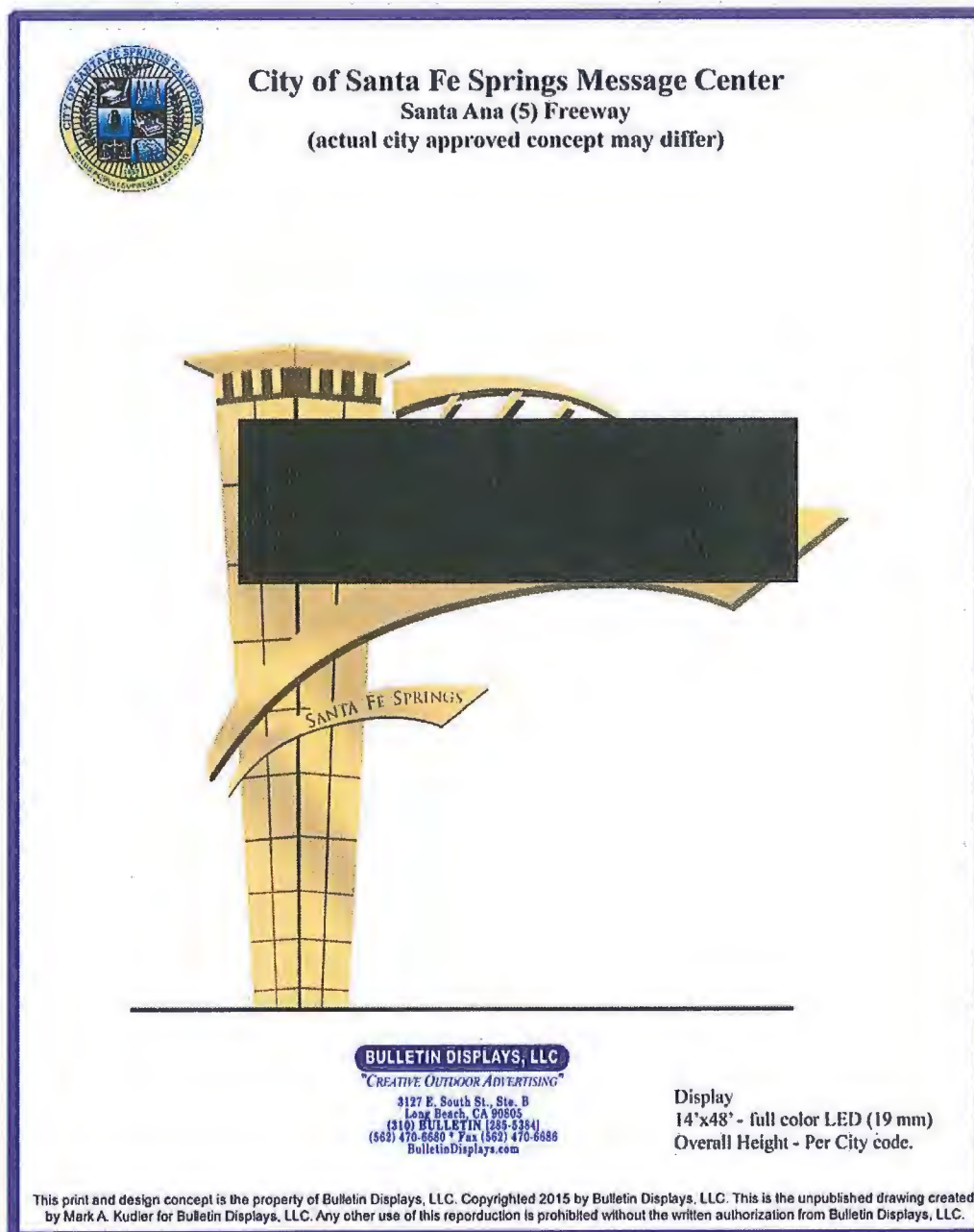


Partial (Enlarged) Site Plan

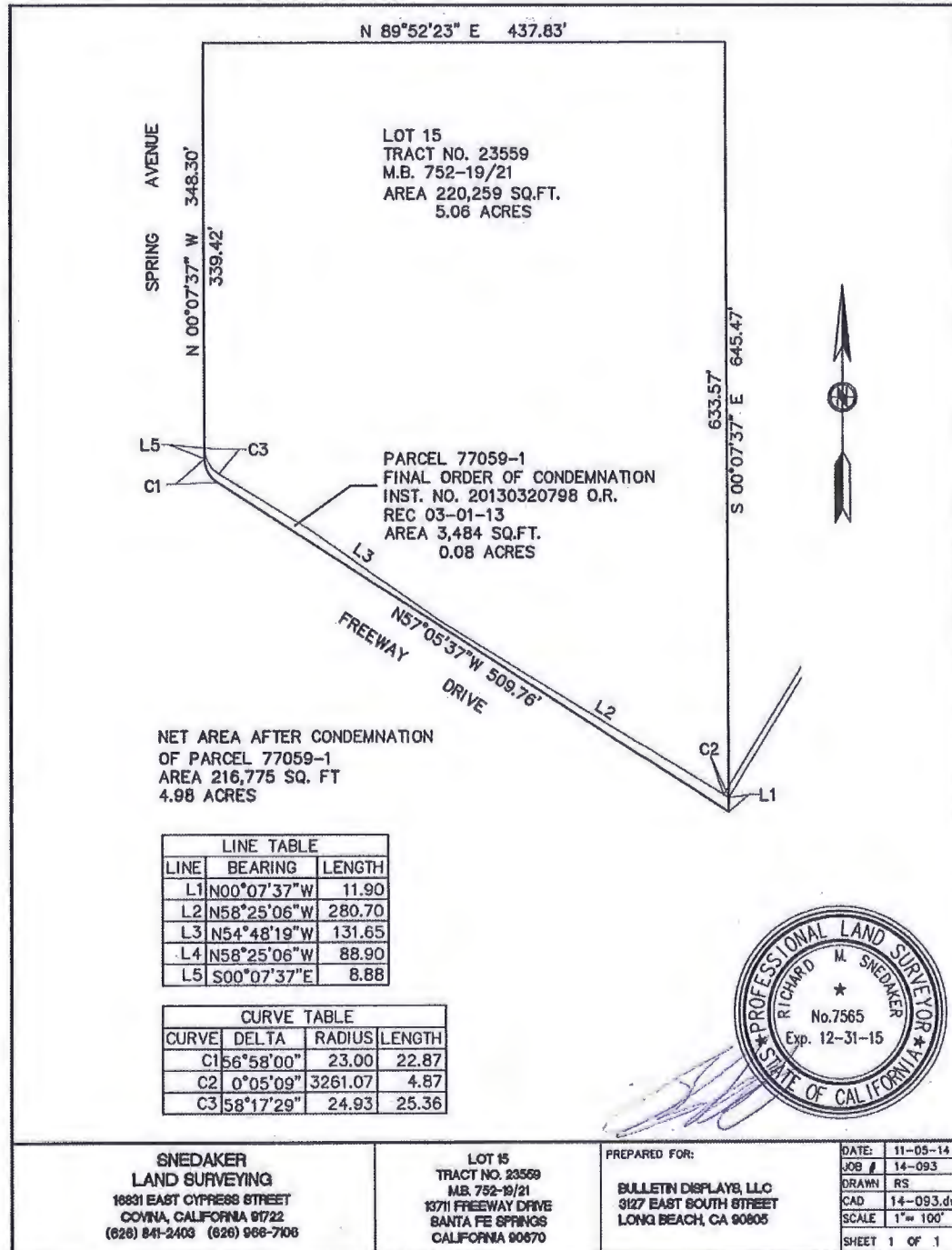
Site Plan:



Proposed Sign Elevation



Recent Site Survey



Conditional Use Permit Application



City of Santa Fe Springs
Application for
CONDITIONAL USE PERMIT (CUP)

RECEIVED

DEC 12 2013

Planning Dept.

Application is hereby made by the undersigned for a Conditional Use Permit on the property located at (Provide street address or, if no address, give distance from nearest cross street): 13711 Freeway Dr., City of Santa Fe Springs, CA
APN: 8069-015-055

Give the correct legal description of the property involved (include **only** the portion to be utilized for the Conditional Use Permit. If description is lengthy, attach supplemental sheet if necessary) see attached document

Record of the property: Gilbert-Blank LLC

Name: Martin Blank Jr. Phone: 310-736-1617

Mailing Address: 2730 Wilshire Blvd Date of Purchase: _____

Fax No: _____ E-mail: _____

Is this application being filed by the Record Owner? No

(If filed by anyone other than the Record Owner, written authorization signed by the Owner must be attached to the application.)

Representative authorized by the Record Owner to file this application:

Name: Andy Goodman/Bulletin Displays Phone No: 562-470-6680

Mailing Address: 3127 E. South St., Long Beach, CA 90805

Fax No: 562-470-6686 E-mail: andy.g@bulletindisplays.com

Describe any easements, covenants or deed restrictions controlling the use of the property: n/a

The Conditional Use Permit is requested for the following use (Describe in detail the nature of the proposed use, the building and other improvements proposed): _____

The property owner is requesting a conditional use permit for the construction of a double sided Off premise digital sign measuring 50' tall and 14' x 48' sign area.

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form entitled "Checklist for Conditional Use Permits."

Conditional Use Permit Application (Cont.)

CUP Application
Page 2 of 3

JUSTIFICATION STATEMENT

ANSWERS TO THE FOLLOWING QUESTIONS MUST BE CLEAR AND COMPLETE. THEY SHOULD JUSTIFY YOUR REQUEST FOR A CONDITIONAL USE PERMIT

1. Explain why the proposed use is essential or desirable in the location requested.
 - Placement of the billboards was based on the following criteria
 1. Identify an optimal location within the property to maximize visibility along the I-5 Freeway
 2. Utilize architectural elements of the billboards to enhance the site and building aesthetics
 3. Incorporate industry standards to maximize interest from advertising and marketing agencies.
2. Explain why the proposed use will not be detrimental to persons and properties in the vicinity, nor to the welfare of the community in general.
 1. No residential properties are located near or adjacent to the property
 2. Amber alerts and other emergency warnings will appear when needed to improve public safety
 3. New landscaping will be placed at the base to obscure street level visibility of the post structure
 4. The post structure will be painted to match surrounding background colors
 5. Workers will access sign via bucket truck
 6. Screening materials will obscure visibility of the rear structural supports and will be painted to match the skyline colors.
3. What steps will be taken to ensure that there will be no harmful noise, dust, odors or other undesirable features that might affect adjoining properties?
 1. No residential properties are located near or adjacent to the property
 2. LED lights would be angled downward and louvers placed above the LED panels will minimize light pollution.
 3. Light sensors will dim nighttime light emissions to levels lower than ambient light in the surrounding area.
 4. The billboards do not emit or create noise, dust or odors.
 5. Advertising content will exclude inappropriate content (i.e., tobacco, gentlemen's clubs, marijuana dispensaries).
4. Explain why the proposed use will not in the future become a hindrance to quality development or redevelopment of adjoining properties.
 1. Amber alerts, natural disaster alerts and other emergency warnings will appear as needed for public safety
 2. Incorporation of certain design elements will allow the billboard to become an architectural aspect on the property
5. Explain what measures will be taken to ensure that the proposed use will not impose traffic burdens or cause traffic hazards on adjoining streets.
 1. Signs will be +/-50' a/s and base poles situated in landscaped areas to avoid line-sight obstructions for vehicular traffic
 2. Pole bases will be located in areas that do not conflict with the public right-of-way or adjacent streets
 3. All maintenance work will be conducted within private property and not interfere with traffic circulation
 4. State regulations prohibit signs from resembling or creating confusion with traffic control device
6. If the operator of the requested conditional use will be someone other than the property owner, state name and address of the operator. Bulletin Displays LLC, Mr. Andy Goodman, 3127 E South St, Suite B, Long Beach, CA 90805

Conditional Use Permit Application (Cont.)

CUP Application
Page 3 of 3

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition (Attach a supplemental sheet if necessary):

Name (please print): Martin Blank, Jr., Gilbert-Blank, LLC
 Mailing Address: 2730 Wilshire Blvd. Santa Monica, CA
 Phone No: 310-736-1617
 Fax No: _____ E-mail: _____
 Signature: _____

Name (please print): _____
 Mailing Address: _____
 Phone No: _____
 Fax No: _____ E-mail: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.

SHELDON E. KATZER for
GILBERT-BLANK, LLC, being duly sworn, depose and say that I am the
 petitioner in this application for a Conditional Use Permit, and I hereby certify under penalty of
 law that the foregoing statements and all statements, maps, plans, drawings and other data
 made a part of this application are in all respects true and correct to the best of my knowledge
 and belief.

Signed by: GILBERT-BLANK, LLC
Sheldon E. Katzer, Property Mgr.
 (If signed by other than the Record Owner, written
 authorization must be attached to this application)

On December 3, 2013 before me, SHELDON E. KATZER
 Personally appeared _____
 personally known to me (or proved to me on the basis of
 satisfactory evidence) to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me
 that he/she/they executed the same in his/her/their authorized
 capacity(ies), and that by his/her/their signature(s) on the
 instrument, the person(s) or the entity upon behalf of which the
 person(s) acted, executed the instrument.

WITNESS my hand and official seal

Roberta Diamond
 Notary Public



FOR DEPARTMENT USE ONLY	
CASE <u>CUP 760</u>	NO:
DATE <u>12/12/2013</u>	FILED:
FILING \$ <u>2,253.00</u>	FEE:
RECEIPT	NO:
APPLICATION COMPLETE? _____	

12-12-13 401.6178 CHECK 6299.00

Zone Variance Application



Application is hereby made by the undersigned for a Variance to certain requirements of the Zoning Ordinance as they apply to the property located at (Give street address, or if no address, give distance from nearest cross street): 13711 Freeway Drive, Santa Fe Springs 90670

The correct legal description of the property involved (Include only the portion proposed to be utilized for the Variance. If description is lengthy, attach a supplemental sheet): attached

Record Owner of the Property:
Name: Gilbert Blank LLC Phone: 310 336-1617

Mailing Address: 2730 Wilshire Blvd, Santa Monica, CA 90403

Date of purchase: _____

Representative authorized by the Record Owner to file this application:
Name: Andy Goodman/Bulletin Displays Phone: 562-470-6680
Mailing Address: 3127 E. South Street, Suite B, Long Beach, CA 90805

Describe any easements, covenants or deed restrictions controlling the use of the property: there is a railroad easement on the property that is no longer in use.

The Variance is requested for the following use (Describe in detail the nature of the proposed use, the building and other improvements proposed.): the variance is requested for building an off-premise sign on a property that is less than a five acre parcel.

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form "Information on Variances"

Revised 4/03

Zone Variance Application (Cont.)

ANSWERS TO THE FOLLOWING QUESTIONS MUST BE CLEAR AND COMPLETE. EXPLAIN IN DETAIL HOW YOUR REQUEST CONFORMS TO THE FOLLOWING REQUIREMENTS. THE ANSWERS SHOULD JUSTIFY YOUR REQUEST FOR A VARIANCE.

1. Explain any special circumstances or conditions which apply to the land or the use involved in this application which do not apply generally to other land or uses in the same vicinity and the same zone.

This property has been negatively impacted by the taking of 3,488 square feet by Cal Trans for the widening of the Santa Ana Freeway. Prior to the taking the property was 220,271 square feet equaling 5.0567 acres. No other FOZ qualifying property in the adjacent area has been effected in this way and this conditions limits the property from being considered a +5 acre parcel. The exceptional and extraordinary circumstances affecting this property was that this property was over 5 acres prior to the Caltrans taking for the freeway widening. Furthermore, there are no other properties that were greater than 5 acres just prior to the Caltrans taking and after the Caltrans taking they are 99.53% of 5 acres or less than one percent short of 5 acres (i.e., 0.47%).

2. Explain why a Variance is necessary to maintain the same substantial property rights possessed by other property owners in the same vicinity and the same zone. (If your property can reasonably be developed and devoted to uses permitted in the existing zone, you are probably not being deprived of a substantial property right.)

All properties located within the Santa Ana Freeway FOZ that are 5 acres or more and meet all other requirements of the FOZ have the right to build an off-premise sign. Because of the Cal Trans taking on the property, this property is less than 1% the correct size of 5 acres. Other properties that are 5 acres (that is 0.47% larger) are allowed to have off-premise advertising and but for, the Caltrans taking, this property would be greater than 5 acres and allowed off-premise advertising.

3. Demonstrate why the Variance requested will not be detrimental to other persons or properties in the same area, nor adversely affect the public welfare or the community in general.

People, properties and the general public will benefit from the free public service advertising provided to the city on a space available basis. They will also benefit from the amber alerts, FBI's most wanted, and the natural disaster announcements. Because this is a Freeway Overlay Zone (FOZ) and allows off-premise signs in this area and since there are no other properties that are within 1% of 5 acres, the granting of the variance will not be injurious to the property or improvements of others in the vicinity. No lay person driving by can see that this property is 0.47% less than 5 acres.

4. Will the Variance requested adversely affect the General Plan of the City of Santa Fe Springs?

No. The granting of this variance will not adversely affect the master plan since the master plan allows for the FOZ area which allows for off-premise signs in this area. This request meets all the findings of the request for a variance. The special circumstance created by the Cal Trans taking prevents the site from complying with

Zone Variance Application (Cont.)

the FOZ development standards. The taking by Cal Trans has created a physical circumstance that has reduced the lot size and created the hardship of not being able to maximize the total use of the property. The taking of the property by Cal Trans was not initiated by any person having interest in the property. The structural expansion of the Santa Ana Freeway severely impedes and creates the hardship of not being able to maximize the use of the property and diminishes the business operations of the proposed billboard.

Zone Variance Application (Cont.)

We, the undersigned, state that we are the owners of all of the property involved in this petition
(Use a supplemental sheet if necessary.):

Name (please) print: GILBERT-BLANK, LLC
 Mailing Address: 2730 WILSHIRE BLVD. #301 SANTA MONICA, CALIF 90403
 Phone: 310-449-4500
 Signature: Sheldon E. Katz, Project Mgr.
 Name (please) print: SHELDON E. KATZER
 Mailing Address: SAME AS ABOVE
 Phone: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.
SHELDON E. KATZER FOR

I, GILBERT-BLANK, LLC being duly sworn, depose and say that I am
 the petitioner in this application for a Variance, and I hereby certify under penalty of law that the
 foregoing statements and all statements, maps, plans, drawings and other data attached to this
 application are in all respects true and correct to the best of my knowledge and belief.

GILBERT-BLANK, LLC
 Signed: BY: Sheldon E. Katz, Project Mgr.
 (If signed by other than the Record Owner, written authorization must be attached to this
 application)

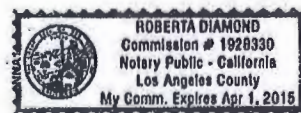
Subscribed and sworn to me this 3rd
 day of December, 2013
ROBERTA DIAMOND
 Notary Public

Or

City Clerk
 City of Santa Fe Springs

FOR DEPARTMENT USE
 ONLY
 CASE NO: _____

CASE NO: <u>ZV 76</u>
DATE FILED: <u>12/10/2013</u>
FILING Fee: <u>\$2,253.00</u>
RECEIPT #: _____
APPLICATION COMPLETE? _____



12-12-13 16L6178 CHECK 6299.00

RESOLUTION NO. 53-2015

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF SANTA FE SPRINGS
RECOMMENDING THAT THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS ADOPT AN ORDINANCE
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS AND BULLETIN DISPLAYS, LLC.**

THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS HEREBY
RESOLVES AS FOLLOWS:

SECTION 1: Following a public hearing noticed and conducted in compliance with all applicable law, and pursuant to all laws applicable to the responsibilities of the Planning Commission with respect to the subject matter hereof, the Planning Commission recommends that the City Council adopt the Ordinance attached hereto as Exhibit "A".

SECTION 2: Based on the oral and written evidence presented at such hearing, the Planning Commission hereby finds and determines that the adoption of such Ordinance is in the public convenience, interest and necessity.


SECTION 3: The adoption of such Ordinance would be in compliance with the City's General Plan.

SECTION 4: 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 Planning Commission 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 5: The Commission Secretary shall certify to the adoption of this Resolution.

PASSED AND ADOPTED THIS 14TH DAY OF DECEMBER, 2015.

ATTEST:



SECRETARY



CHAIRPERSON

Exhibit A

ORDINANCE NO. 1069

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS AND BULLETIN DISPLAYS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

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

Section 1. The City Council hereby approves and adopts that certain Development Agreement by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a California Limited Liability Company, a copy of which is attached hereto as Exhibit "A", which exhibit is incorporated by reference herein, as an Ordinance of the City.

Section 2. The City Council hereby finds and determines that the subject Development Agreement is consistent with the City's General Plan.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section 4. The Deputy City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed no later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF JANUARY, 2016.

AYES:
NOES:
ABSENT:

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. 1069

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS AND BULLETIN DISPLAYS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

**THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY
ORDAIN AS FOLLOWS:**

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Section 2. The City Council hereby finds and determines that the subject Development Agreement is consistent with the City's General Plan.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section 4. The Deputy City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed no later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF JANUARY, 2016.

AYES:
NOES:
ABSENT:

ATTEST:

MAYOR

DEPUTY CITY CLERK

DEVELOPMENT AGREEMENT NO. 01-2015

This Development Agreement (hereinafter “Agreement”) is entered into this ____ day of _____, 2015 (hereinafter the “Effective Date”), by and between the City of Santa Fe Springs (hereinafter “City”), and Bulletin Displays, LLC, a California limited liability company (hereinafter “Developer”).

RECITALS

A. California Government Code Sections 65864 *et seq.* (“Development Agreement Law”) authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the eastern side of the north bound lanes of the 5 Freeway, at the Southeast corner of Spring Avenue and Freeway Drive in the Santa Fe Springs, Assessor Parcel Number Numbers 8069-015-055, as more specifically described in **Exhibit “A”** and depicted at **Exhibit “C”**, attached hereto and incorporated herein (the “Site”), upon which it seeks to install a new lawfully permitted double-sided 14 x 48 foot digital display which is oriented toward the 5 Freeway, as depicted in **Exhibit “C”** (the “New Digital Billboard”).

C. Gilbert-Blank, LLC, a California limited liability company (referred to as “Owner”) has consented to Developer’s application for this Agreement, and Developer, as the lessee of the Site, as such term is defined below, has a legal and/or equitable interest in the Site and thus qualifies to enter into this Agreement in accordance with Development Agreement Law.

D. In exchange for the City approvals sought by Developer for the New Digital Billboard as provided on the Site herein, Developer is agreeable to paying to the City an annual Mitigation Fee of \$68,500.00 or Alternative Fee, whichever is greater, as defined and provided in Sections 2.5 and 2.6 below, for the cost to the City to mitigate the impact of the installation of the New Digital Billboard.

E. The Site is located within the City’s M-2-FOZ, Heavy Manufacturing-Freeway Overlay Zone, designated by the General Plan as Industrial. Developer and the City agree that a development agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

F. On December 14, 2015, the Planning Commission of the City, at a duly noticed hearing, granted “Conditional Use Permit” for the construction and operation of a new 50-foot tall digital billboard with display area of 14’ x 48’ on property located at 13711 Freeway Drive (APN: 8069-015-055), in compliance with, and satisfying the requirements of, the California Environmental Quality Act (“CEQA”), on the basis that a Mitigated Negative Declaration and Initial Study, which was also approved at the December 14, 2015 City Planning Commission

meeting, concluded that although the proposed project could have a effect on the environment, there will not be a significant effect with the incorporation of mitigation measures pertaining to hazardous materials. Such CEQA determination considered the impacts of the digital billboard which is the subject of this Agreement.

G. On December 14, 2015, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 53-2015, recommending approval of this Agreement to the City Council.

H. On _____, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. 1069, which Ordinance approves this Agreement.

I. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including utilizing the Site for a revenue-generating use. Upon any termination of the Term (as defined below) of this Agreement, Developer will remove the digital displays, and restore the Site to its pre-billboard condition, except the columns can be cut off one (1) foot below grade, if a new development agreement is not negotiated with the City..

J. On _____, the City Council held the second reading on, and adopted Ordinance No. _____, thereby approving this Agreement.

K. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Ordinance No. 1069 of the City Council have been duly and regularly taken.

L. The purpose of this Agreement is to set forth the rules and regulations applicable to the Development, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth Scope of the Development and the Schedule of Performance (Exhibit "D").

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 “Agreement” means this Development Agreement and all attachments and exhibits hereto.

1.1.2 “City” means the City of Santa Fe Springs, a California municipal corporation.

1.1.3 “City Council” means the City Council of the City.

1.1.4 “Developer” means Bulletin Displays, LLC, California limited liability company, duly existing and operating, and its successors and assigns, doing business at 3127 E. South St, Long Beach, CA 90805.

1.1.5 “Development” means the installation of a New Digital Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building situation on Owner’s property) to the New Digital billboard.

1.1.6 “Development Approvals” means the approved Development, based on the recommended approval by the Planning Commission on December 14, 2015, pursuant to Resolution No. 53-2015, and approval of the City Council by Ordinance No. 1069 on _____, as further described at Section 3.3 herein.

1.1.7 “Effective Date” means the date inserted into the preamble of this Agreement, which is 30 days following approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City.

1.1.8 “Final Permits” shall have the meaning set forth at Section 2.6.

1.1.9 Gross Revenue - gross revenue is based solely on the revenue generated from the digital display (basic advertising area of the billboard), as recorded on the City of Santa Fe Springs building permits, and does not include neon channel letters. Developer shall not conceal advertising revenues derived from the digital display within the normal price range the Developer charges for any appurtenances that is installed on the Billboard. Gross revenue specifically excludes advertising agency fees paid to the advertiser’s advertising agency and or brokerage fees paid to the sales broker other than Developer.

1.1.10 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard, , and the design, improvement and construction standards and specifications applicable to the Development or the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.11 “Lease” means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.

1.1.12 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.13 “Site” refers to the site described in Recital B and more specifically described on Exhibit “A” attached hereto and incorporated herein.

1.1.14 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “D” and incorporated herein.

1.1.15 “Scope of Development” means the Scope of Development attached hereto as Exhibit “B” and incorporated herein.

1.1.16 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which govern development and use of the Site.

1.1.17 “Subsequent Development Approvals” means any Development Approvals sought by Developer in connection future changes desired to be made by Developer to the Development following its initial completion.

1.1.18 “Term” shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit “A” (Legal Description of Site) , Exhibit “B” (Scope of Development), Exhibit “C” (Billboard Elevation) and Exhibit “C1” (Site Plan of Site) and , Exhibit “D” (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement, provided, however, that nothing in this Agreement shall be deemed or construed: (i) to modify or amend the Lease, or any of Developer's obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.

2.2 Interest in Site. The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into

and be a party to this Agreement under the Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer's leasehold or license interest is prematurely and legally terminated by Owner in conformance with the Lease, then Developer shall have no further obligations under Section 3(a) of the Scope of Development, attached as Exhibit "B" herein, relative to the maintenance of landscaping thereon that particular Site, except as provided under Section 5.1. Additionally, if Developer's leasehold or license interest is prematurely terminated by Owner, then Developer shall have no further obligations under this Agreement for that particular Site, except as provided under Section 5.1.

2.3 Term of Agreement. Unless earlier terminated as provided in this Agreement, the "Term" of this Agreement shall continue in full force and effect for: (i) twenty (20) years from approval of this Development Agreement and a Conditional Use Permit (CUP) with an additional one (1) ten year option upon mutual consent of Developer and City (ii) the expiration or earlier termination of the Lease, or (iii) the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement. . Developer shall completely remove the New Digital Billboard within the times and as provided under Section 5.1 herein. Within thirty (30) days after the termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 8.1 below. If no extension or renewal of this Agreement is agreed to following its termination, then the digital displays shall come down and the lease area restored to its pre-billboard condition, except the columns can be cut off one (1) foot below grade.

2.4 Processing Fee. Upon six (6) months after the issuance of the final inspection permits for the particular Site, the Developer shall pay the City a processing fee ("Processing Fee") in the amount of Fifty-Thousand (\$50,000.00) dollars for that particular Site and Developer shall pay the City a second Fifty-Thousand (\$50,000.00) dollars upon twelve (12) months after the issuance of said final inspection permits for that particular Site . The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City's discretion. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to the City annually), one-time plan check fees and building permit fees, and any other fees imposed by Los Angeles County, as may be applicable.

2.5 Alternative Fee. The Alternative Fee shall be an amount equal to nine (9%) percent of the gross advertising revenue as gross revenue is defined in Section 1.1.9 above.

2.6 Development Fee & Alternative Fee.

2.6.1 The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual development fee paid by Developer to the City would adequately mitigate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to the City ("Development Fee"). The Development Fee for the Site shall equal the following amounts during the Term: Sixty Thousand Five Hundred Dollars (\$68,500) per annum for the New Digital Billboard.

2.6.2 Alternative Fee: For any calendar year of the Term the Alternative Fee, as defined Section 2.5 above, is an amount equal to nine percent (9%) of the gross advertising revenue made from the digital displays on the Site during the preceding calendar year of the Term.. By way of example only, should the gross advertising revenue during any year of the Term total \$770,000 for the New Digital Billboard, then for that year Developer shall pay to the City for the New Digital Billboard the Alternative Fee of \$69,300 assuming no applicable deductions from Section 1.1.9 above (i.e., 9% of \$770,000 is \$69,300 in lieu of the Development Fee of \$68,500). .

2.6.3 Revenue Report & Payment of Alternative Fee or Development Fee: Within ninety (90) days following the end of each calendar year of the Term hereof, and ending within ninety (90) days after the termination of the Term, Developer shall furnish to the City a statement in writing ("Revenue Report"), certified by Developer to be correct, showing the total gross advertising revenues made from each sign face of the New Digital Billboard during the preceding calendar year of the Term attributable to each sign display of the New Digital Billboard. If during any particular year of the Term the Alternative Fee is higher than the Development Fee at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Alternative Fee. If during any particular year of the Term the Alternative Fee is less than the Development Fee at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Development Fee.

2.6.4 Audit of Alternative Fee. With prior written notice to Developer of not less than ten (10) business days, the City has the right to audit Developer's New Digital Billboard revenue and to view those portions of any advertising space contracts or invoices that only related to this Agreement, at Developer's Long Beach office, on any normal workday between 9:00 a.m. and 4:00 p.m. once a year. City also has the option of having the contracts and invoices reviewed at City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670, for the audit. Prior to the audit, the City shall sign a confidentiality agreement regarding the advertising space contracts and invoices. If the statement of total gross advertising revenue previously provided to the City shall be found to be inaccurate for prior calendar years of the Term, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Alternative Fee, if any, that should have been paid to the City for the period or periods covered by such inaccurate statement or statements. If said audit discloses an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, then Developer shall immediately pay to the City the cost of such audit, plus ten percent (10%) interest per annum on the amount underpaid, but the application of the said interest is limited to the previous year before the time any underpayment should have been paid to the City; if the audit does not disclose an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, the cost of such audit shall be paid by the City.

2.7 Community Benefits. Developer shall also provide the following Community benefits during the entire Term of this Agreement.

2.7.1 City's Use of the Billboard. Developer shall provide five (5) weeks'

worth of display time per year per for the Site for public service announcements by the City on either side of the Billboard, subject to availability of space. The City can chose to utilize any of the five weeks' worth of display time on any of Developer's other freeway digital displays within 10 miles of the City boundary. With respect to any of the New Digital Billboards, Developer shall place City-provided announcements, on a space available basis, in one of the eight (8) display images in the current rotation of display images at any time. The City shall be responsible for providing Developer with approved advertising copy and shall also be responsible for any costs associated with providing Developer with artwork in acceptable format per Developer's specifications. City's use is subject to the following conditions and parameters: all copy must be submitted to Developer at least five (5) days before the proposed display date and will be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed.

2.7.2 Discount Advertising. Developer shall offer a ten percent (10%) discount off its applicable rates for display of advertising on the Billboard to any business that is a member of the Santa Fe Springs Chamber of Commerce.

2.8 Prohibited Use. Developer shall not utilize any of the displays on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance.

3. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

3.1 Rights to Develop. Subject to and during the Term of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 3.2 below.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the of the structure on the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Conditional Use Permit and building permit(s) from the City, and any and all permits and approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning

Commission has approved a Mitigated Negative Declaration for the project, thus complying with, and satisfying the the requirements of, the California Environmental Quality Act ("CEQA"). Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code that were in affect at the time the Development Agreement and Conditional Use Permit were approved by the City's Commission (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building codes that were in affect at the time the Development Agreement and Conditional Use Permit were approved by the City's Commission, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly-applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

3.4 Timing of Development; Scope of Development. Developer shall commence the Development within the time set forth in the Schedule of Performance, attached hereto as **Exhibit "D"**. "Commencement" of the Development is defined herein as commencement of construction or improvements under the City building permit for the construction of the New Digital Billboard on the Site, which shall occur as soon as possible following Developer's receipt of all necessary Development Approvals and Final Permits. In the event that Developer fails to meet the schedule for Commencement of the Development, then after compliance with Section 4.4, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 8.10 delay the Commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 8.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Digital Billboard. Developer shall also maintain the New Digital Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as **Exhibit "B"** herein.

3.5 Changes and Amendments. Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s); provided that the City may request written consent from Owner if the modification is deemed material. The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the City Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays

installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 *Future Discretion of the City.* This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, state, county or multi-jurisdictional laws

or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals on the requirement that Developer pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("Exactions") at such time as the City shall determine, subject to the following conditions:

3.8.1 The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Development, and said public improvements shall be phased to be commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.

3.8.3 It is understood, however, that if there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Development Agreement and/or the Development Approvals. However, this Development Agreement shall not prohibit the application of fees, taxes or

assessments upon the Site only and not on the New Digital Billboard or Developer directly, except as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date and applicable to the Development or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes applicable to the Development;

3.9.3 Developer shall be obligated to pay all fees applicable to any permit applications as charged by the City at the time such application(s) are filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit applications are filed by Developer or that exist when Developer applies for any Subsequent Development Approvals.

3.10 Changes. Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4. REVIEW FOR COMPLIANCE.

4.1 Annual Review. The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the anniversary of the commencement of the Term, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the commencement of the Term: (1) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", Section 6 herein, (2) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Development herein, (3) any easement or Lease changes that could in any way materially impact the City or the parties' obligations under this Agreement, but any disclosure shall be via a redacted Lease per Section 2.2, (4) any utility changes that could in any way materially impact the City or the parties' obligations under this Agreement, and (5) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B".

4.2 Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

4.3 City Rights of Access. Subject to the City's execution of a permit to enter in a form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the review under this Article 4, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 4.2 above. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 4.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in a form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Digital Billboard during any inspection.

4.4 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 5; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 8.10.

4.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the

City shall, upon request by Developer, issue within Ten (10) days of receipt of the request, a written confirmation ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form if requested by Developer, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within Ten (10) days of receipt of the request. If the City fails to respond to a Developer's request pursuant to this Section 4.5, the Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer's request.

5. DEFAULT AND REMEDIES.

5.1 Termination of Agreement.

5.1.1 *Termination of Agreement for Material Default of Developer.* The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 4.4. In the event of a termination by the City under this Section 5.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

5.1.2 *Termination of Agreement for Material Default of City.* Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 4.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, (1) it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development, or (2) any governmental agency has concluded a taking or regulatory taking of the Site and/or the Development or (3) the Lease is terminated, or (4) it is unable to profitably operate the Development. In the event of a termination by Developer under this Section 5.1.2, Developer acknowledges and agrees that the City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard that is so terminated that equates to the percentage of time elapsed in the year of the Term at the time of termination.

5.1.3 *Rights and Duties Following Termination.* Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination of this Agreement, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination of this Agreement, (iii) Developer's obligation to remove the terminated New Digital Billboard pursuant to Section 2.3, or (iv) any continuing obligations to indemnify other parties.

6. INSURANCE, INDEMNIFICATION AND WAIVERS.

6.1 Insurance.

6.1.1 Types of Insurance.

(a) *Liability Insurance.* Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 6.2. Developer has agreed to indemnify the City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement.

6.1.2 *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to the City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of **Exhibit "D"** (Schedule of Performance), Item No. 7.

(b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 4.4, may view such failure or refusal to be a default hereunder.

6.2 Indemnification.

6.2.1 *General.* To the extent of its liability coverage required under Section 6.1.1(a) above, Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or Owner or their respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and Owner and their respective its officers, agents, and employees harmless therefrom.

6.2.2 *Exceptions.* The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.

6.2.3 *Additional Coverage.* Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer;

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

6.2.4 *Loss and Damage.* Except as set forth below, the City shall not be liable for any damage to property of Developer, Owner or of others located on the Site, nor for the loss of or damage to any property of Developer, Owner or others by theft or otherwise. Except as set forth below, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) to the extent covered in any permits to enter executed by the City, or (iii) under the circumstances set forth in Section 6.2.2 above.

6.2.5 *Period of Indemnification.* The obligations for indemnity under this Section 6.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

6.3 Waiver of Subrogation. Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.

7. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering Site or any portion thereof or the Development or any improvement on the Site thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development of the Site or any mortgage of the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Development of the Site or any mortgage or deed of trust encumbering the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement shall be recorded in "short form" version with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

8.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

8.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

8.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.6 Singular and Plural. As used herein, the singular of any word includes the plural.

8.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

8.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

8.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and Owner and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.10 Force Majeure. Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

8.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

8.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

8.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

8.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

8.15 Development as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a "public work" development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

8.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this

Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

8.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

8.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.

8.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, 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 such party is bound.

8.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City: City of Santa Fe Springs
 11710 E. Telegraph Road
 Santa Fe Springs, CA 90670
 Attn: City Manager

If to Developer: Bulletin Displays, LLC
 LAND LEASE NOTICE
 3127 E. South St
 Suite B
 Long Beach, CA 90805
 Attn: Mark Kudler

8.21 Nonliability of City Officials. No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

8.22 No Brokers. The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

8.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Mayor

DEVELOPER:

Bulletin Displays, LLC
a California limited liability company

By: _____
Mark Kudler, President

[end of signatures]

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On _____, 2015, before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

[illegible]

On _____, 2015, before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE 1

LOT 15 OF TRACT No. 23559, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 752 PAGES 19 TO 21 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION OF SAID LOT 15, INCLUDED WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON A MAP RECORDED IN THE BOOK 41819 PAGE 141, ET SEQ. OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AN UNDIVIDED 4 PER CENT OF ALL OIL AND GAS NOW OR AT ANY TIME HEREAFTER LYING IN OR UNDER SAID LAND, AS CONVEYED TO E. B. NEWTON, BY DEED RECORDED SEPTEMBER 27, 1938 IN BOOK 15959 PAGE 360, OFFICIAL RECORDS OF SAID COUNTY.

EXHIBIT B

SCOPE OF DEVELOPMENT

Developer and the City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. The Development. Developer shall install the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 50' tall, "bulletin" size freeway-oriented billboard with a total of two (2) digital displays (each display measuring 14' x 48' within the billboard frame) on the 5 Freeway.. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the New Digital and the Site shall be maintained in accordance with the conditions at Paragraph 3 below.

2. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that the building permit is issued for the installation of the New Digital Billboard .

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital (where authorized pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site, unless those federal, state, and local bodies have an exception for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing maintenance by Developer of any access road to the New Digital Billboard if damaged by the Development and to minimize dust caused by the Development; and (iii) the repair, replacement and repainting of the New Digital Billboard's structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard and surrounding portion of the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Site.

(c) Developer shall reasonably coordinate with any neighboring property owners who share utilities or access roads to their separate respective billboards. The City may

designate alternative access for planning purposes so long as such alternative access allows Developer to access its billboard and related utilities.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit “B,” then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 4.4 of the Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Development or any part thereof or interests therein as to the violating person or one threatening violation.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, landscaping adjacent to New Digital Billboard, which billboard and landscaping or painted backing adjacent to the billboard, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her designee:

(a) A building permit will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site shown on **Exhibit “C1”**, and shall be of the dimensions described in Section 1, above.

(c) The size of each sign display of the New Digital Billboard shall not exceed the dimensions set forth in the Ordinance, and shall not to exceed the maximum height set forth in the Ordinance, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Ordinance and depicted in the Site Plan and Elevations at **Exhibit “C1” and Exhibit C”** approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole shall have a column cover as depicted in the Elevations within **Exhibit “C”**.

(e) Plans and specifications for the proposed installation of the New Digital Billboard shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits. Plans and specifications for the proposed

installation of the undergrounding of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of electrical permits.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the New Digital Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state ordinance with jurisdiction over the facilities, unless the Development is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division, and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(i) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the applicable building or electrical permits.

(j) The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(l) If any portion of the landscaping or painted backing installed adjacent to the New Digital Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards or with the reasonable consent of the Director of Planning, the Developer at the Developer's own cost, can remove and relocate any landscaping.

(m) Developer shall be required to install all utilities underground in connection with the New Digital Billboard in conformance with Ordinance 1036. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.

(n) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(o) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the Development.

(p) Prior to final sign off of the building permit for the New Digital Billboard, the applicable landscaping or painted backing shall be installed at the Site.

(q) Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Director of Planning or his or her designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint.

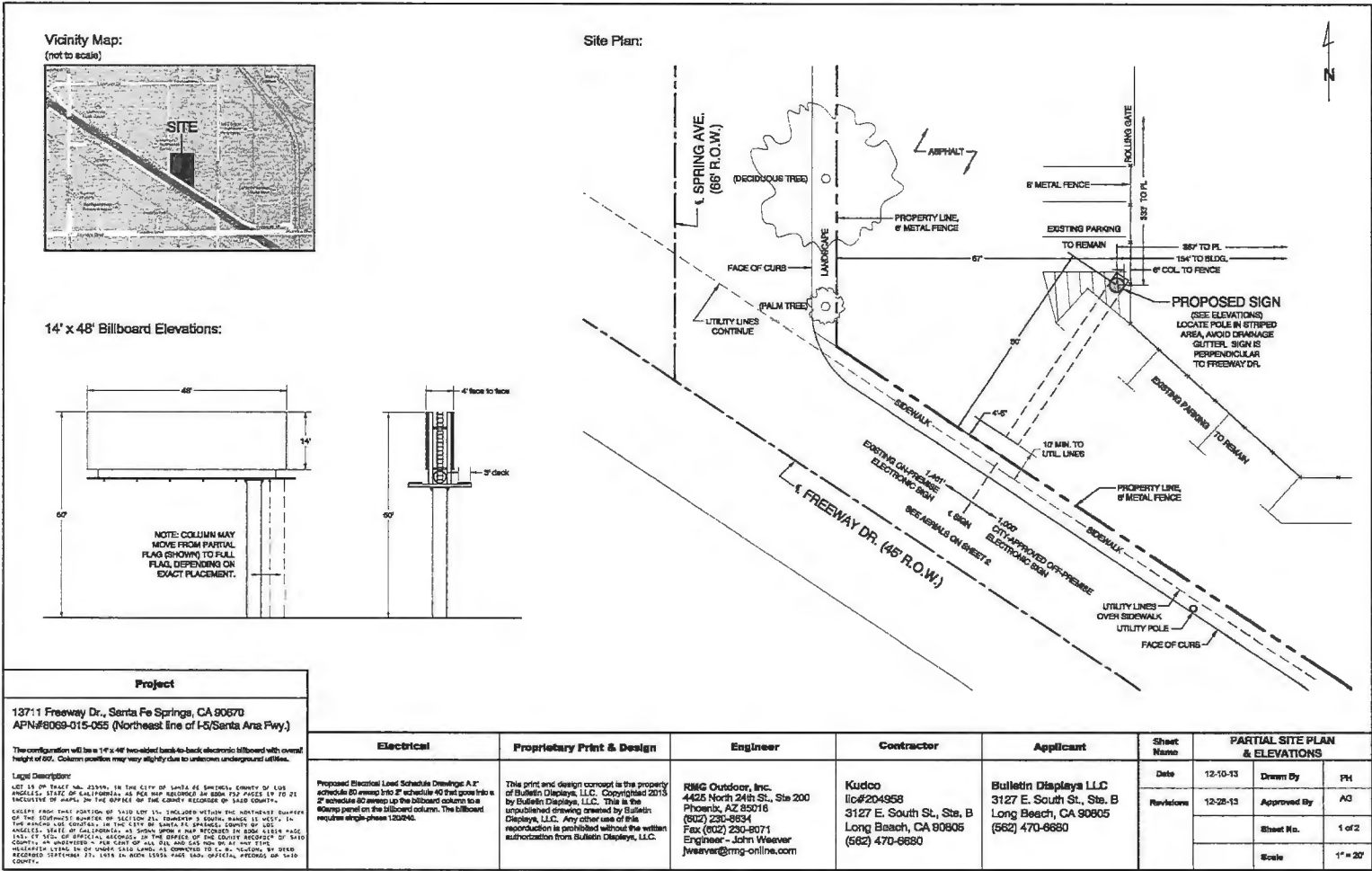


EXHIBIT C1
SITE PLAN OF SITE

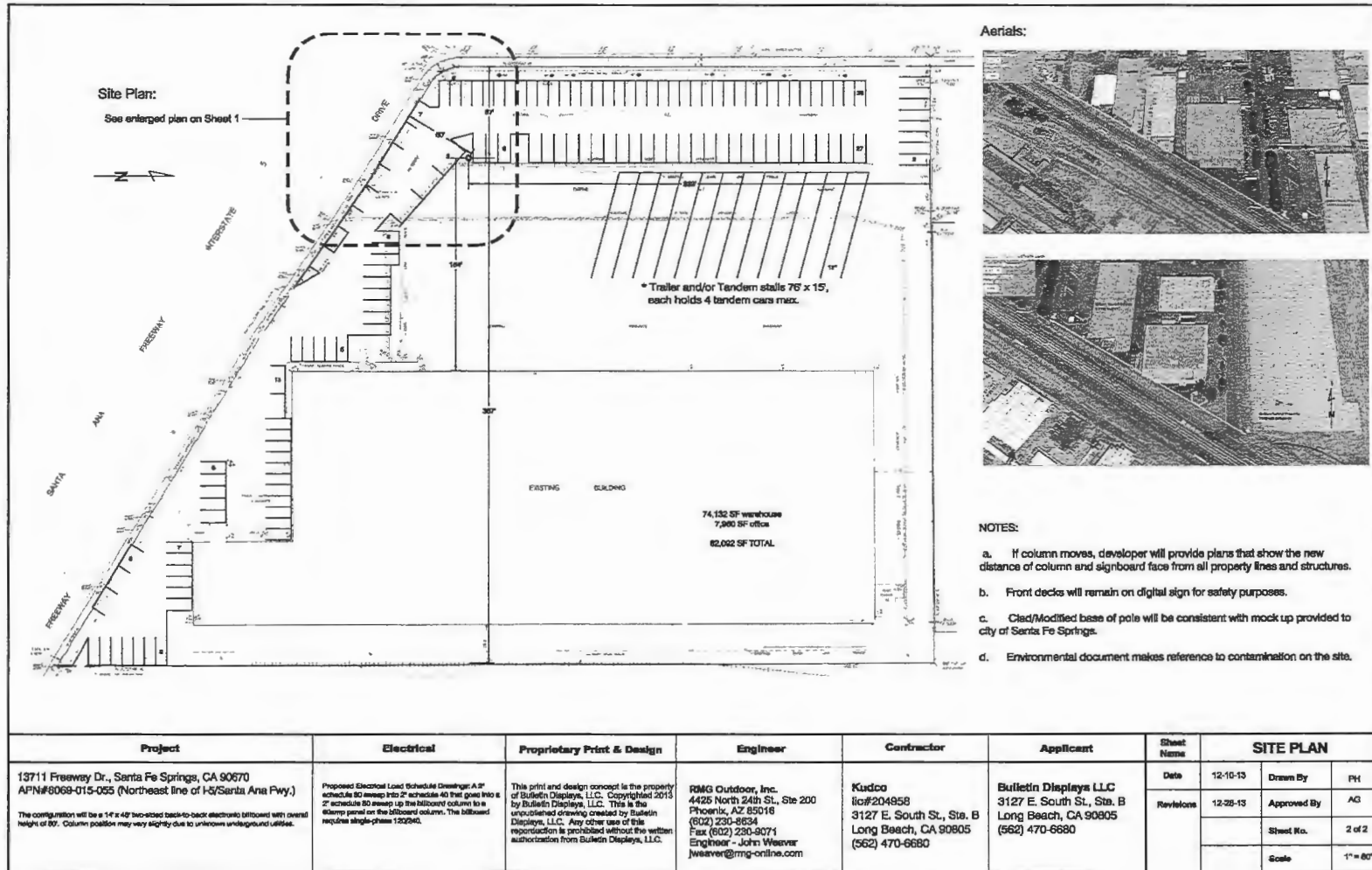
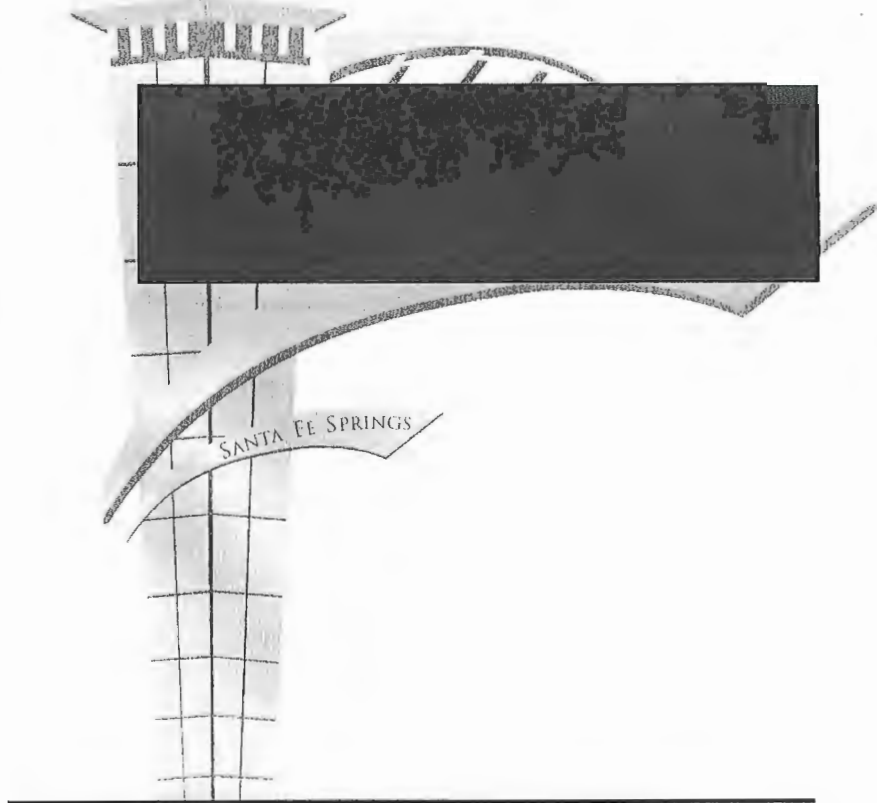


EXHIBIT C

BILLBOARD ELEVATION



City of Santa Fe Springs Message Center
Santa Ana (5) Freeway
(actual city approved concept may differ)



BULLETIN DISPLAYS, LLC

"CREATIVE OUTDOOR ADVERTISING"

3127 E. South St., Ste. B
Long Beach, CA 90806
(310) BULLETIN (285-5384)
(562) 470-6680 • Fax (562) 470-6686
BulletinDisplays.com

Display
14'x48' - full color LED (19 mm)
Overall Height - Per City code.

This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2015 by Bulletin Displays, LLC. This is the unpublished drawing created by Mark A. Kudler for Bulletin Displays, LLC. Any other use of this reproduction is prohibited without the written authorization from Bulletin Displays, LLC.

EXHIBIT D

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. City's Planning Commission holds public hearing and recommends approval of Agreement and Conditions of Approval		Recitals
2. City's City Council holds hearings to approve Agreement and first and second reading of Ordinance	_____ (1 st Reading); _____ (2 nd Reading), provided Developer has fully executed the Agreement	Recitals
3. Effective Date of this Agreement.	30 days following City Council's second reading of Ordinance, or _____	N/A
4. Developer prepares and submits to City working drawings specifications and engineering, the City commences approval process.	Within 120 days of the Council's second reading of the Ordinance approving this Agreement	3.4
5. City to approve all construction and engineering drawings and specifications with a plan check approval, and issue a building permit and an electrical permit. City agrees to any necessary building or electrical permits need for Developer to acquire the Caltrans approvals. Developer agrees not to commence construction until it receives the applicable Caltrans approvals.	Within 30 days of City's receipt of Developer's construction drawings and specifications addressing all of City's comments.	_____
6. Developer to provide copy of Caltrans approval to City	Prior to commencing any inspections and work on the Development.	3.3, 3.4
7. Developer to submit proof of insurance to City.	Prior to commencing any inspections and work on the Development	6.1.2

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
8. Developer pays City first installment of Development Fee if Developer receives Final Permits	Within 1 year of Developer receiving Final Permits	2.6
9. Developer pays City second installment and subsequent annual installments of the Development Fee if Developer receives Final Permits.	Beginning within 2 years of Developer receiving Final Permits, and continuing throughout the Term. Each payment occurring at the end of each year of the Term.	2.6
10. Developer pays the Alternative Fee if in excess of the Development Fee.	Within 90 days of the end of each calendar year of the Term	2.7

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 3.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.



City of Santa Fe Springs

City Council Meeting

January 14, 2016

NEW BUSINESS

Resolution No. 9499 – Request for Parking Restriction on Dice Road North of Burke Street

RECOMMENDATION

That the City Council: adopt Resolution No.9499, which would prohibit parking of vehicles weighing over 6,000 pounds on the west side of Dice Road from a point 140 feet north of Burke Street to a point 220 feet north of Burke Street and implement a tow-away zone within the same limits for vehicles that violate the restriction.

BACKGROUND

The Traffic Commission at their meeting of December 17, 2015 reviewed the attached report for the proposed parking restriction. The Commission voted 3 to 0 to recommend to the City Council for consideration and approve the proposed "No Parking Vehicles Over 6000 Pounds" restriction on the west side of Dice Road north of Burke Street and the provision for a tow-away zone as stated herein.

Staff recommends implementation of the parking restriction as requested by the property owner, Mid West Fabricating Company, located at 8623 Dice Road plus the addition of a tow-away provision that will facilitate enforcement and deter the disregard of the parking restriction.

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

Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9499
Traffic Commission Report

Report Submitted By:

Noe Negrete, Director
Department of Public Works

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

Date of Report: January 7, 2016

A large handwritten number "8" in black ink.

RESOLUTION NO. 9499

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
RESTRICTING PARKING AND STOPPING OF VEHICLES AND ESTABLISHMENT
OF A TOW-AWAY ZONE ON PORTIONS OF DICE ROAD**

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

Section 1: Pursuant to the provisions of Chapter 75, Schedule II of the City Code, the following locations are designated as places where no person shall stop, stand or park a vehicle weighing in excess of 6,000 pounds at any time and is hereby established as a tow-away zone:

West side of Dice Road beginning at a point 140 feet north of the centerline of the 11700 block of Burke Street and extending to a point 220 feet north of the centerline of the 11700 block of Burke Street

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

APPROVED and ADOPTED this 14th day of January 2016.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

Traffic Commission Meeting

December 17, 2015

TRAFFIC ENGINEER'S REPORT

Request for Parking Restrictions on Dice Road north of Burke Street

RECOMMENDATION

That the Commission recommend to the City Council that a parking restriction for vehicles weighing over 6,000 pounds be implemented along with a provision for the towing of vehicles that violate the restriction on the west side of Dice Road beginning at a point 140 feet north of the centerline of Burke Street to a point 220 feet north of the centerline of Burke Street.

BACKGROUND

Staff has received a request from Mid West Fabricating Co. located at 8623 Dice Road for a parking restriction on the west side of Dice Road along a portion of their street frontage. Mid West Fabricating Co. is experiencing problems with large trucks parking continuously adjacent to their driveway making it difficult for their customers and employees to exit their parking lot. Their request is for the implementation of a restriction on the west side of Dice Road that would prohibit vehicles over 6,000 pounds from parking on the street frontage north of the driveway to their parking lot.

Dice Road is classified as an industrial collector street with a curb to curb width of sixty-four feet and was built in early 1963. Dice Road runs in a north/south direction and extends from Los Nietos Road on the south to Slauson Avenue on the north, a distance of .70 miles. The ADT for Dice Road is 4,700 vehicles per day. Dice Road is striped for one each direction plus parking is generally allowed on both sides of the street. Dice Road has a posted speed limit of forty-five miles per hour (based on a critical speed of forty-eight miles per hour). The City's Fire Station No. 2 is located directly across from Mid West Fabricating Company on the east side of Dice Road. The area is developed and has businesses that are consistent with the M1 zoning (Light Manufacturing) and M2 (Heavy Manufacturing) zoning land uses.

Note that there are two sections of Burke Street in this area. One section intersects Dice Road just south of Mid West Fabricating Company and the other section of Burke Street is located about 275 feet to the north and that section continues on to Sorensen Avenue. The section of Burke Street south of Mid West Fabricating Company has been used for referencing the parking restriction limits.

Staff reviewed the existing conditions at the location and found that there were large semi-trucks with trailers being parked adjacent to the driveway to the parking lot. The parking of large vehicles just north of the driveway impacts the ability of customers and employees exiting the parking lot to see approaching traffic

especially since vehicles exiting the parking lot must back onto Dice Road due to the existing parking lot configuration.

Staff recommends that a parking restriction prohibiting the parking of vehicles weighing over 6,000 pounds be implemented on the west side of Dice Road beginning at a point 140 feet north of the centerline of Burke Street to a point 220 feet north of the centerline of Burke Street.

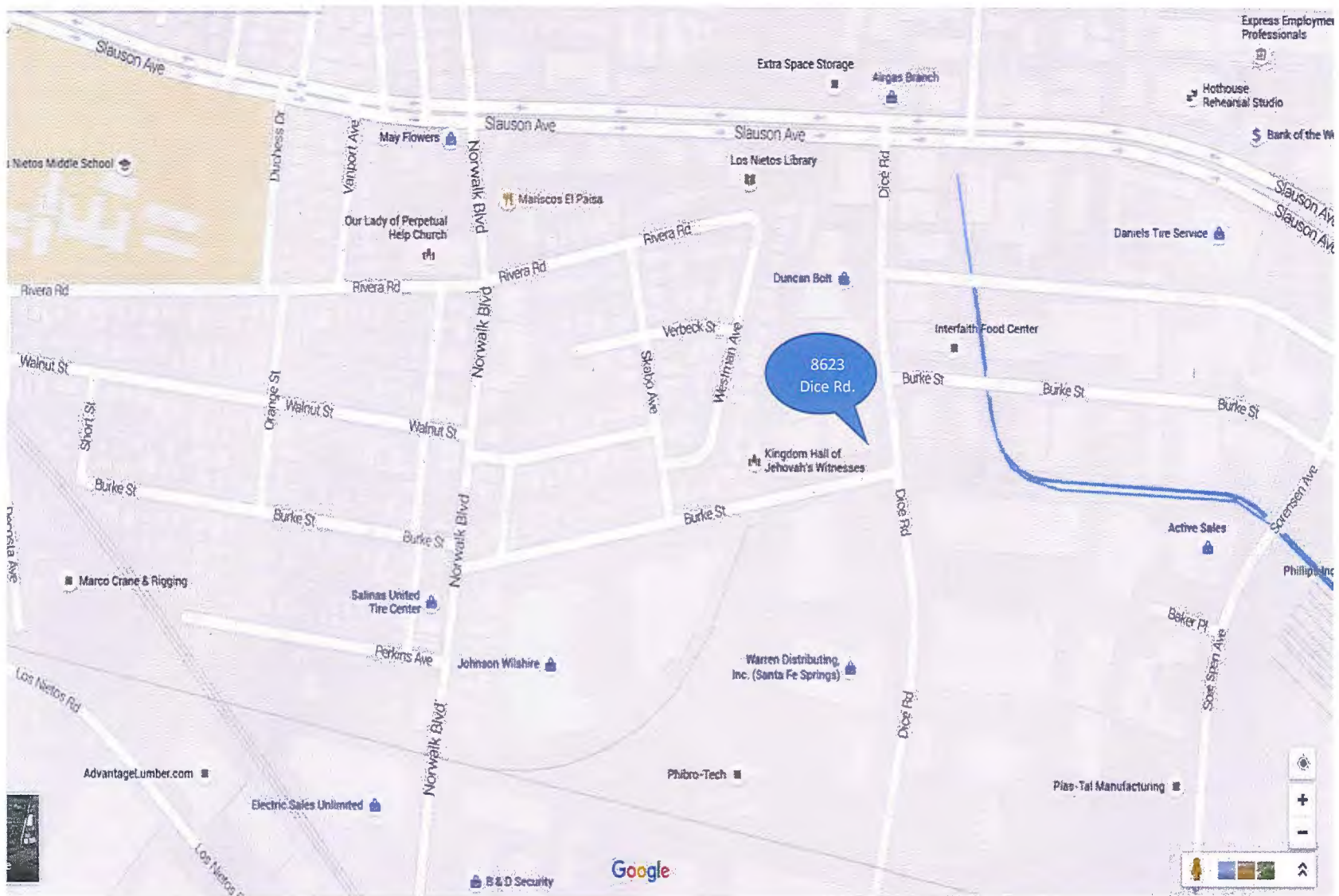
Also, in order to achieve a greater compliance of the restriction and alleviate the need for regular enforcement, a provision for the towing of vehicles that violate the restriction is recommended to be included with the parking restriction.



Noe Negrete
Director of Public Works

Attachments:

1. Location Map
2. Letter from Mid West Fabricating Co.





PROPOSED NO PARKING VEHICLES OVER 6000 POUNDS FOR 8623 DICE RD.
(MID WEST FABRICATING CO.)

LOCATION MAP

City of Santa Fe Springs
1170 Telegraph Rd.
Santa Fe Springs, CA 90670
Attention: Noe Negrete
Subject: Safety Issue/Request for signage.

Dear Mr. Negrete,

The purpose of this letter is to request to have signage installed that prohibits trucks weighing over 6,000 pounds from parking on the street directly in front of our facility located on Dice Road.

These trucks, which often park there all day and even overnight, completely block our vision as we attempt to back out of the parking spaces located directly in front of our building.

Dice Road is a high traffic area with vehicles often travelling at a high rate speed. This makes it even more dangerous as we attempt to back out. In fact, we have had a few near collisions.

Your prompt response to our request will be very much appreciated.

I thank you for your time.

Regards,



John Krainock
Mid West Fabricating Co.
8623 Dice Rd.
Santa Fe Springs, CA 90670
Office: 562-698-9615
Cell: 562-204-8719
Email: jkrainock@midwestfab.com

RECEIVED
CITY OF SANTA FE SPRINGS
PUBLIC WORKS
2015 NOV 30 PM 3:29



City of Santa Fe Springs

City Council Meeting

January 14, 2016

NEW BUSINESS

Resolution No. 9500 – Request for Parking Restrictions During Certain Hours on Romandel Avenue South of Los Nietos Road

RECOMMENDATION

That the City Council: adopt Resolution No. 9500 to implement a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. on the west side of Romandel Avenue from Los Nietos Road to a point 2025 feet southerly.

BACKGROUND

The Traffic Commission at their meeting of December 17, 2015 reviewed the attached report for implementing parking restrictions during certain hours on Romandel Avenue south of Los Nietos Road. The Commission voted 3 to 0 to recommend to the City Council for consideration and approval of the proposed parking restriction.

Staff recommends implementation of the requested parking restrictions that have been requested by the adjacent businesses and coordinated with the Police Services Center.

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

Thaddeus McCormack
City Manager

Attachment:

Resolution No. 9500
Traffic Commission Report

Report Submitted By:

Noe Negrete, Director
Public Works

Handwritten initials in blue ink, possibly "NN".

Date of Report: January 7, 2016

9.

RESOLUTION NO. 9500

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

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

Section 1. Pursuant to the provision of Section 72.21 of the City Code, when authorized signs are in place giving notice thereof, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers or materials between the hours of 10:00 pm to 5:00 am:

West side of Romandel Avenue from Los Nietos Road to a point 2025 feet to the South

APPROVED and ADOPTED this 14th day of January 2016.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

Traffic Commission Meeting

December 17, 2015

TRAFFIC ENGINEER'S REPORT

Request for Parking Restriction on Romandel Avenue South of Los Nietos Road

RECOMMENDATION

That the Commission recommend to the City Council that a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. be implemented on the west side of Romandel Avenue from Los Nietos Road to a point 2,025 feet southerly.

BACKGROUND

The Police Services Center has been dealing with homeless encampments and long-term recreational vehicle parking along the west side of Romandel Avenue south of Los Nietos Road. This area is adjacent to vacant lots and storage yards and tends to be secluded especially during hours of darkness. The businesses on Romandel Avenue which are generally all located along the east side of Romandel Avenue have been concerned with various illegal activities occurring across the street from their businesses and have regularly called upon the Police Services Center to deal with these activities.

Romandel Avenue is a local industrial street with a curb-to-curb width of 64 feet. The street is not striped but is wide enough for one lane in each direction with parking permitted on both sides of the street. The street is flat and it has a series of four horizontal curves separated by short stretches of straight alignment. About 2,025 feet south of Los Nietos Road, Romandel Avenue curves easterly and terminates at Freeman Avenue. The average daily traffic for Romandel Avenue is approximately 450 vehicles on a typical weekday. The speed limit for Romandel Avenue is a posted 30 miles-per-hour. The abutting development along the east side of Romandel Avenue is light industrial-type development while on the west side there is light-industrial type development up to a point 750 feet south of Los Nietos Road.

The implementation of the parking restriction will facilitate the Police Services Center ability to curtail the illegal activities that occur on the west side of Romandel Avenue. Staff recommends that the Traffic Commission concur with the request of the Police Services and recommend to the City Council that parking be prohibited on the west side of Romandel Avenue between the hours of 10:00 p.m. and 5:00 a.m. from Los Nietos Road to a point 2,025 feet southerly.

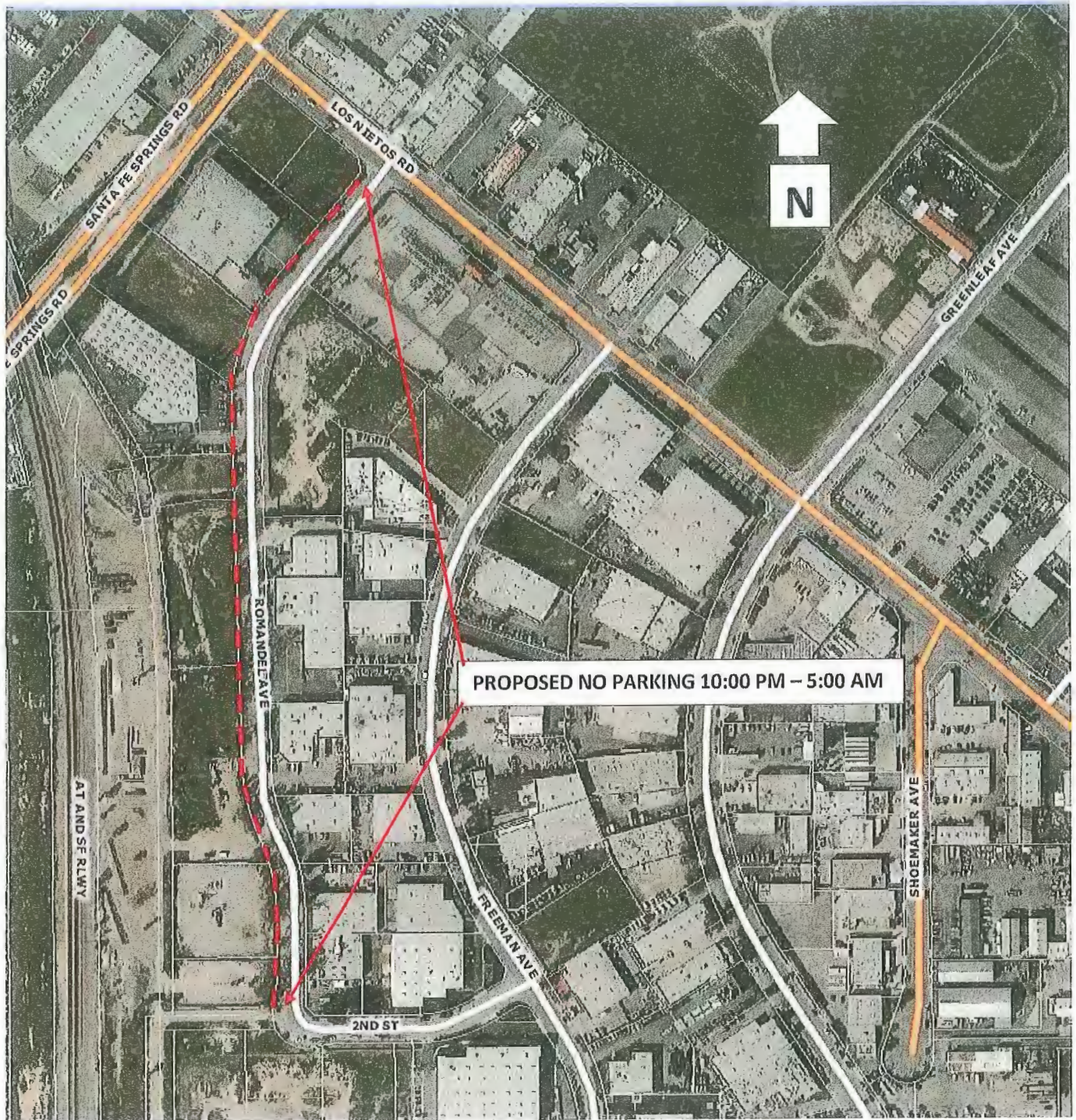
Noe Negrete
Director of Public Works

Attachment:
Location Map

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: December 11, 2015



LOCATION MAP

ROMANDEL AVENUE (LOS NIETOS ROAD TO FREEMAN AVENUE)



PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

Ordinance No. 1068: An Ordinance of the City Council of the City of Santa Fe Springs clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

RECOMMENDATIONS

That the City Council: 1.) Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1068, and thereafter close the Public Hearing. 2.) Introduce Ordinance No. 1068, clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

BACKGROUND

At a public Hearing on December 14, 2015, the Planning Commission via Resolution No. 52-2015, recommended that the City Council adopt Ordinance No. 1068, clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City of Santa Fe Springs.

This Code amendment is recommended based on recently adopted State legislation relating to the regulation of medical marijuana. On October 10, 2015, Governor Edmond G. Brown signed into law the Medical Marijuana Regulation and Safety Act ("MMRSA"), enacted through a combination of regulations contained in AB 266, AB 243 and SB 643. The MMRSA in part: (a) creates a dual licensing structure requiring all commercial cannabis operations to have both a state and a local license before operating, (b) establishes health and safety standards with required mandatory testing and labeling of edible medical cannabis products, (c) regulates physicians recommending medical cannabis products, (d) expressly recognizes local government authority to regulate, license, levy taxes and fees and/or ban commercial and non-commercial cannabis operations, (e) phases out marijuana collectives and cooperatives, (f) prevents illegal water diversion and establishes pesticide controls, and (g) requires a local jurisdiction to affirmatively prohibit unwanted cannabis activities or land uses, including banning cannabis cultivation by having an ordinance in effect on or before March 1, 2016 or by making a determination that its zoning code is "permissive" and therefore "any use not enumerated in the code is presumptively prohibited" as stipulated by the court. [*City of Corona v. Naulis* (2008) 166 Cal. App 4th 418, 425 and cited in *County of Sonoma v. Superior Court* (2010) 190 Cal.App.4th 1312, FN.3]

Prior to the adoption of the MMRSA, in 1996, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5, et.

seq. and entitled "The Compassionate Use Act of 1996" or "CUA".) The intent of Proposition 215 was to provide legal protections to seriously ill persons, who have their doctor's recommendation to use marijuana for medical purposes, otherwise known as "qualified patients." The CUA also provides protections to the physicians and primary caregivers who assist these "qualified patients." The CUA enabled those who are in need of medical marijuana for medical purposes to obtain and use it under limited, specified circumstances. The CUA provides a criminal defense to the cultivation, possession and use of marijuana for medical purposes. The CUA does not address land use impacts caused by the cultivation of marijuana.

Neither the CUA, nor MMRSA, nor any other State Law, including the California Constitution, creates a right to cultivate marijuana or impose an affirmative duty or mandate upon local governments, such as the City, to allow, authorize or sanction those cultivating marijuana plants within its jurisdiction. Furthermore, nothing in the California Constitution nor State Law preempts the City's exercise of its traditional police powers in enacting land use and zoning regulations, as well as legislation for preservation of public health, safety and welfare, such as this zoning ordinance prohibiting the cultivation of marijuana.

Pursuant to the City's police powers as authorized in Article 11, Section 7 of the California Constitution, and as implemented in the Santa Fe Springs Municipal Code, the City has the power to regulate permissible land uses throughout the City and to enact regulations for the preservation of public health, safety and welfare of its residents and community. Additionally, per California Government Code Section 38771, the City also has the power through the City Council to declare actions, land uses and activities that constitute a public nuisance.

Pursuant to said police powers, Ordinance 1068 is proposed to regulate, through land use controls, marijuana related activities in a manner that protects the public health, safety and welfare of the Santa Fe Springs community, without violating the CUA or Health and Safety Code Sections 11362.7 et seq. entitled "The Medical Marijuana Program Act" (MMPA), and to prevent adverse impacts that such activities and land uses may have on nearby properties and residents, without interfering with the rights of qualified patients and their primary caregivers to possess medical marijuana pursuant to State law.

It has been reported that the cultivation of marijuana in other California cities has resulted in calls for service to the police department, including calls for robberies thefts, and physical assaults from marijuana that is grown outdoors; Marijuana growth poses significant safety risks for surrounding neighbors, including but not limits to, risks of violent confrontation in connection with attempts to steal marijuana, risk of fire from improperly wired electrical lights within structures growing marijuana, risk of guard dogs and security measures associated with structures and properties growing marijuana.

Furthermore, the United States Environmental Protection Agency has not established appropriate pesticide tolerances for, or permitted the registration and lawful use of, pesticides on cannabis crops intended for human consumption under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136, *et seq.*). The use of pesticides is therefore inadequately regulated and cannabis cultivated in California can and often does contain pesticide residues. These substances can run off of outdoor cultivation sites onto neighboring properties and/or leach into the groundwater.

Accordingly, the commercial and non-commercial cultivation of marijuana, whether for medical purposes or otherwise, significantly impacts, or has the potential to significantly impact, the residents of the City. These potential impacts include improper and dangerous alterations and/or use of buildings and outdoor areas in which cultivation may occur with compromised electrical connections, fire safety problems, inadequate ventilation, structural modifications, over use of water, increased nuisance impacts on neighboring properties from noxious odors originating from the plants, increased occurrences of theft crimes and a general increase in the instances and intensity of crime within the City.

In addition, it should be noted that Marijuana is an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. 801, *et seq.* and is classified as a "Schedule I Drug", which is defined as a drug or other substance that has a high potential for abuse. Furthermore, the Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense marijuana. The Controlled Substances Act contains no statutory exemption for the possession of marijuana for medical purposes. The City has no desire to interfere with or defy federal law.

In summary, the City has a compelling interest in protecting the public health, safety and welfare of its residents and businesses, and in preserving the peace and quiet of its neighborhoods. The public health, safety and general welfare of the City and its residents, necessitates and requires the adoption of this zoning ordinance, prohibiting the cultivation and distribution of marijuana plants and other cannabis products, in order to:

- (a) Protect and safeguard against the detrimental secondary negative effects and adverse impacts of cultivating and distributing marijuana;
- (b) Preserve and safeguard the minors, children and students in the community from the deleterious impacts of marijuana cultivation and distribution
- (c) Preserve the City's law enforcement services, in that monitoring and addressing the negative secondary effects and adverse impacts will likely burden the City's law enforcement resources with continuing and expanding marijuana cultivation.

Ordinance No. 1068 would clarify and impose an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

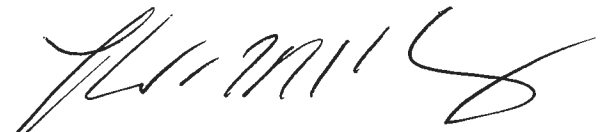
Through the City's police powers, as authorized by the California Constitution, the City has the power to regulate permissible land uses and to enact regulations for the preservation of public health, safety and welfare of its residents and community. California Government Code also gives the City the power through the City Council to declare actions, land uses and activities that constitute a public nuisance. A recent Court of Appeals decision upheld the legal position that Cities have the right to use their police powers to totally ban the cultivation of marijuana within their jurisdictional boundaries. To preserve this ability, however, cities must have an ordinance in place regulating or prohibiting marijuana cultivation by March 1, 2016, or lose the authority to regulate or ban cultivation within their limits.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Section 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code. Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on December 3, 2015 and December 31, 2015, and published in a newspaper of general circulation (Whittier Daily News) on December 3, 2015 and January 1, 2016, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

FISCAL IMPACT:

Any impacts associated with the enforcement of this ordinance will be absorbed into the Whittier's Police Department operating budget.



Thaddeus McCormack
City Manager

Attachment:

Ordinance No. 1068 - Marijuana Related Activities

ORDINANCE NO. 1068

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING CHAPTER 156 TO TITLE 15 (ZONING) OF THE SANTA FE SPRINGS CITY CODE CLARIFYING AND IMPOSING AN EXPRESS BAN ON MARIJUANA CULTIVATION/PROPAGATION, PRODUCT LABELING, STORING,, PROCESSING, TRANSPORTING, DELIVERY, SALES/BARTERS, DISPENSARIES AND COOPERATIVES AND TESTING LABORATORIES IN THE CITY

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

SECTION 1. The City Council hereby finds and declares:

A. That the commercial and non-commercial cultivation of marijuana, whether for medical purposes or otherwise, significantly impacts, or has the potential to significantly impact, the residents of the City of Santa Fe Springs (the "City"). These potential impacts include improper and dangerous alterations and/or use of buildings and outdoor areas in which cultivation may occur with compromised electrical connections, fire safety problems, inadequate ventilation, structural modifications, over use of water, increased nuisance impacts on neighboring properties from noxious odors originating from the plants, increased occurrences of theft crimes and a general increase in the instances and intensity of crime within the City.

B. That marijuana is an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. 801, *et seq.* and is classified as a "Schedule I Drug", which is defined as a drug or other substance that has a high potential for abuse. Furthermore, the Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense marijuana. The Controlled Substances Act contains no statutory exemption for the possession of marijuana for medical purposes. The City has no desire to interfere with or defy federal law.

C. That the voters of the State of California, in 1996, approved Proposition 215 (codified as Health and Safety Code Section 11362.5, *et. seq.* and entitled as "The Compassionate Use Act of 1996" or "CUA".) The intent of Proposition 215 was to provide legal protections to seriously ill persons, who have their doctor's recommendation to use marijuana for medical purposes, otherwise known as "qualified patients." The CUA also provides protections to the physicians and primary caregivers who assist these "qualified patients." The CUA enabled those who are in need of medical marijuana for medical purposes to obtain and use it under limited, specified circumstances. The CUA provides a criminal defense to the cultivation, possession and use of marijuana for medical purposes. The CUA does not address land use impacts that are caused by the cultivation of marijuana. This ordinance addresses those impacts by banning cultivation and distribution of both commercial and non-commercial operations.

D. That on January 1, 2004, the legislature enacted SB 420 (codified as Health and Safety Code Sections 11362.7 *et. seq.* and entitled as "The Medical Marijuana Program Act" or "MMPA".) The MMPA was adopted to clarify the scope of the CUA and to allow cities and counties to adopt and enforce rules and regulations consistent with the MMPA and the CUA. The MMPA requires the California Department of Public Health (CDPH) to create the Medical Marijuana Program ("MMP").

The State MMP is responsible for developing and maintaining an online registry and verification system for Medical Marijuana Identification Cards or "MMICs." MMICs are available to qualified patients and their primary caregivers. The intent of SB 420 is to help

law enforcement and qualified patients by creating a form of identification for qualified patients that is official and uniform throughout the State. The online registry does allow law enforcement to verify that a MMIC is valid.

E. That the CUA is limited in scope, in that it only provides a defense from criminal prosecution for possession and cultivation of marijuana to qualified patients and their primary caregivers. The scope of the MMPA is also limited in that it establishes a statewide identification program and affords qualified patients, persons with identification cards and their primary caregivers, an affirmative defense to certain enumerated criminal sanctions that would otherwise apply to transporting, processing, administering or distributing marijuana, but not cultivation.

F. That the intent of this ordinance is to utilize the City's inherent police power to regulate through land use controls marijuana related activities in a manner that protects the public health, safety and welfare of the Santa Fe Springs community, without violating the CUA or MMPA, and to prevent adverse impacts that such activities and land uses may have on nearby properties and residents, without interfering with the rights of qualified patients and their primary caregivers to possess medical marijuana pursuant to state law.

G. That the implementation of CUA and MMPA does not appear to have facilitated the stated goals of providing access to marijuana for patients in medical need of marijuana, but has instead facilitated a predominant use of marijuana for recreational and not for medicinal purposes. The California Police Chiefs Association stated in a 2014 letter to State Senator Lon Correa: "Among the most troublesome issues with Proposition 215 includes the ability of virtually anyone to obtain a medical marijuana recommendation from a compliant doctor, unreliable quality control for consumers with respect to potency and the presence of carcinogenetic pesticides or other contaminants; as well as retail outlets that often become magnets for criminal activity." Such Association also stated earlier: "The vast majority of those using crude marijuana as medicine are young and are using the substance to be under the influence of THC [tetrahydrocannabinol] and have no critical medical condition."

H. That on August 25, 2008, Edmond G. Brown, then the California Attorney General, issued the "Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use" ("Guidelines"), which sets regulations intended to ensure the security and non-diversion of marijuana grown for medical use by qualified patients. Health and Safety Code 11362.81(d) authorizes the Attorney General to "develop and adopt appropriate guidelines to ensure the security and non-diversion of marijuana grown for medical use by patients qualified under" the CUA. Nothing in the Guidelines imposes an affirmative mandate or duty upon local governments, such as the City, to allow, sanction or permit the cultivation of marijuana plants within their jurisdictional limits.

I. That on October 10, 2015, Edmond G. Brown, the Governor of California signed into law the Medical Marijuana Regulation and Safety Act ("MMRSA"), enacted through a combination of regulations contained in AB 266, AB 243 and SB 643. The MMRSA in part: (a) creates a dual licensing structure requiring all commercial cannabis operations to have both a state and a local license before operating, (b) establishes health and safety standards with required mandatory testing and labeling of edible medical cannabis products, (c) regulates physicians recommending medical cannabis products, (d) expressly recognizes local government authority to regulate, license, levy taxes and fees and/or ban commercial and non-commercial cannabis operations, (e) phases out marijuana collectives and cooperatives, (f) prevents illegal water diversion and

establishes pesticide controls, and (g) requires a local jurisdiction to affirmatively prohibit unwanted cannabis activities or land uses, including banning cannabis cultivation by having an ordinance in effect on or before March 1, 2016 or by making a determination that its zoning code is "permissive" and therefore "any use not enumerated in the code is presumptively prohibited" as stipulated by the court. [*City of Corona v. Naulis* (2008) 166 Cal. App 4th 418, 425 and cited in *County of Sonoma v. Superior Court* (2010) 190 Cal.App.4th 1312, FN.3]

J. That neither the CUA, nor the MMPA, nor MMRSA nor the California Constitution creates a right to cultivate marijuana or impose an affirmative duty or mandate upon local governments, such as the City, to allow, authorize or sanction those cultivating marijuana plants within its jurisdiction.

K. That neither the CUA nor the MMPA, nor MMRSA nor the California Constitution preempts the City's exercise of its traditional police powers in enacting land use and zoning regulations, as well as legislation for preservation of public health, safety and welfare, such as this zoning ordinance prohibiting the cultivation of marijuana.

L. That neither the CUA nor MMPA nor MMRSA abrogates the City's powers to regulate for public health, safety and welfare. Health and Safety Code 11362.5(b)(2) provides that the Act does not supersede any legislation intended to prohibit conduct that endangers others. In addition, Health and Safety Code 11352.83 authorizes cities and counties to adopt and enforce rules and regulations consistent with the MMPA and MMRSA.

M. That pursuant to the City's police powers as authorized in Article 11, Section 7 of the California Constitution, and as implemented in the Santa Fe Springs Municipal Code, the City has the power to regulate permissible land uses throughout the City and to enact regulations for the preservation of public health, safety and welfare of its residents and community. And, pursuant to California Government Code Section 38771, the City also has the power through the City Council to declare actions, land uses and activities that constitute a public nuisance.

N. That California cities that have permitted the cultivation of marijuana have found that this activity causes negative and harmful secondary effects, such as an increase in crime, including robberies, burglaries, and sales of illegal drugs in the areas immediately surrounding properties that grow marijuana plants, noxious odors and an increase in the incidences of driving while under the influence of marijuana.

O. That the City has a compelling interest in protecting the public health, safety and welfare of its residents and businesses, and in preserving the peace and quiet of its neighborhoods. That the public health, safety and general welfare of the City and its residents necessitates and requires the adoption of this zoning ordinance, prohibiting the cultivation and distribution of marijuana plants and other cannabis products, in order to:

(a) Protect and safeguard against the detrimental secondary negative effects and adverse impacts of cultivating and distributing marijuana;

(b) Preserve and safeguard the minors, children and students in the community from the deleterious impacts of marijuana cultivation and distribution

(c) Preserve the City's law enforcement services, in that monitoring and addressing the negative secondary effects and adverse impacts will likely burden the City's law enforcement resources with continuing and expanding marijuana cultivation.

P. That the City Council further finds that due to potential negative secondary effects and adverse impacts of marijuana plant cultivation on surrounding properties, these activities will negatively impact the City.

Q. That State and Federal courts have recognized the aforementioned negative and harmful secondary effects.

R. That the City zoning regulations are consistent with the Santa Fe Springs General Plan in that the General Plan, its goals, objectives and policies do not permit or contemplate the establishment or exercise of marijuana cultivation activities either externally or internally within a structure on any property within the City.

S. That the City Council takes legislative notice of all of the studies, statements and legal decisions set forth above and including but not limited to the following:

1) *Browne v. County of Tehama* (213 Cal App. 4th 704). This California Court of Appeal found that the CUA does not confer the right to cultivate marijuana.

2) *City of Riverside v. Inland Empire Patients Wellness Center, Inc.* (56 Cal 4th 729) This decision upheld that "local authority to regulate land use for the public welfare is an inherent preexisting power recognized by the California Constitution" and that the CUA and MMPA do not expressly or impliedly restrict the authority of local jurisdictions to decide whether local land use controls can be used to regulate medical marijuana. (May 6, 2013 State Supreme Court)

3) *Moral v. City of Live Oak* (221 Cal. App.4th 975) This decision by the Court of Appeals (November 26, 2013) upheld the legal position that the CUA and MMPA do not preempt the City's ability to use its police powers to totally ban the cultivation of marijuana within its jurisdictional boundaries. The Supreme Court on March 26, 2014 refused to hear an appeal of this decision and denied a request to depublish the finding, letting it stand.

T. That justification for banning all cultivation of marijuana plants pursuant to the City's police powers includes but is not limited to: (1) an increased risk to public safety based on the value of the marijuana plants and the accompanying threat of robbery theft and the attendant violence and injury; (2) the noxious odors emanating from mature plants can interfere with the enjoyment and use of neighboring properties by their occupants; and (3) the potential for theft and use by school-age children when marijuana is cultivated in a visible area, especially when in proximity to residential areas, schools, parks and churches.

SECTION 2. The following new Chapter 156 is hereby added to Title 15 (ZONING) of the Santa Fe Springs City Code:

MARIJUANA RELATED ACTIVITIES

156.01 PURPOSE

It is the purpose and intent of this Chapter to utilize the City's inherent police power to regulate through land use controls, marijuana related activities in a manner that protects the public health, safety and welfare of the Santa Fe Springs community, without violating CUA and MMPA, and to prevent adverse impacts that such activities and land uses may have on nearby properties and residents, without interfering with the rights of qualified patients and their primary caregivers to possess medical marijuana pursuant to State law.

156.02 DEFINITIONS

In addition to any other definitions contained within the City's Municipal Code, the following words and phrases shall, for the purpose of this chapter, be defined as follows

unless it is clearly apparent from the context that another meaning is intended. Should any of the definitions be in conflict with any current provisions of the City's Municipal Code, these definitions shall prevail.

“Distributor” means a person engaged in the purchasing of marijuana from a cultivator, or marijuana products from a manufacturer, for sale to a dispensary, cooperative or collective

“Marijuana” means any or all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including marijuana infused in foodstuff, or any other ingestible or consumable product containing marijuana. “Marijuana” shall also include “medical marijuana” as that term is used in the “Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use,” issued by the Office of the Attorney General for the State of California (the “Guidelines”), as such Guidelines may be amended from time-to-time, or subject to the provisions of the California Compassion Use Act of 1996, or the California Medical Marijuana Program Act, as either may be amended from time-to-time.

“Marijuana cultivation” means the growing, planting, harvesting, drying, curing, grading, trimming, or processing of marijuana.

“Marijuana processing” means any method used to prepare marijuana or its byproducts for commercial retail and/or wholesale purposes, including but not limited to drying, cleaning, curing, packaging, and extraction of active ingredients to create marijuana related products and/or concentrates.

“Marijuana delivery” means the transfer of marijuana or its byproducts to or from a dispensary, collective, cooperative, primary caregiver, qualified patient or testing laboratory. “Marijuana delivery” also includes the use by any aforesaid transferor or transferee of any technology platform that enables any such transfer.

“Marijuana dispensaries” means any business, office, store, facility, location, retail storefront or wholesale component of any establishment, cooperative or collective that delivers, dispenses, distributes, exchanges, transmits, transports, sells or provides marijuana to any person for any reason, including members of any medical marijuana cooperative or collective.

“Medical marijuana cooperative” or “collective” means any group that is cooperatively or collectively cultivating and/or distributing marijuana for medical purposes that is organized in the manner set forth in the Guidelines

“Marijuana testing laboratory” means a facility, entity, or site that offers or performs tests of marijuana or marijuana products that is both: (a) accredited by an accrediting body that is independent from all other persons involved in the medical marijuana industry in the state; and (b) registered with the State Department of Public Health.

“Marijuana transporting” means the transfer of marijuana or marijuana products from one location to any other location.

“Manufacturer” means a person who conducts the production, preparation, propagation, or compounding of marijuana, or marijuana byproducts either directly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis, or that packages or repackages marijuana or marijuana products or labels or relabels its container.

“Transporter” means a person who transports or delivers marijuana or marijuana byproducts.

156.03 Prohibited Activities.

Marijuana cultivation/propagation, marijuana processing, marijuana testing laboratory, marijuana product labeling, marijuana storing, marijuana transporting, marijuana delivery, marijuana dispensaries, marijuana sales/barters and marijuana cooperatives or collectives shall be prohibited activities in the City, except where the City is preempted by federal or state law from enacting a prohibition on any such activity. Except in the circumstance of such preemption, if any, no use permit, variance, building permit, or any other entitlement, license, or permit, whether ministerial or discretionary, shall be approved or issued for any of the aforesaid prohibited activities anywhere in the City, and no person shall otherwise establish or conduct any such activity in the City. It shall be unlawful for any person or entity to establish, own, operate or manage, or participate as an employee, manufacturer, transporter, distributor, contractor, landlord, property owner, agent, or volunteer, in any of the aforesaid prohibited activities anywhere in the City for any reason including both commercial or non-commercial purposes.

156.04 Public Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or any other remedy available to the City.

156.05 Civil Penalties.

In addition to any other enforcement permitted in the City of Santa Fe Springs Municipal Code, the City Attorney and/or City Prosecutor may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this Chapter. In any civil action brought pursuant to this Chapter, a court of competent jurisdiction may award reasonable attorney's fees and costs to the prevailing party.

156.06 Applicability.

In the event that any activity which is prohibited by this Chapter shall be determined to have occurred legally prior to the effective date of this Chapter, no such activity shall have any nonconforming rights as may otherwise be provided by this Code. Nothing in this Chapter is intended, nor shall it be construed to burden any defense to criminal prosecution under the Compassionate Use Act in 1996 pursuant to Proposition 215 and codified as the State of California Health and Safety Code section 11362.5.

SECTION 3. Nothing in this ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

SECTION 4. This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibit all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. To the extent the provisions of the Santa Fe Springs Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

SECTION 8. This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

PASSED and ADOPTED this _____ day of _____, 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN

MAYOR

ATTEST:

City Clerk



City of Santa Fe Springs

City Council Meeting

January 14, 2016

NEW BUSINESS

Clarke Estate Window/Door Frame Restoration and Exterior Painting - Rejection of Bids and Authorization to Re-Advertise For Bids

RECOMMENDATION

That the City Council: 1.) Reject the bid submitted for the Clarke Estate Window/Door Frame Restoration and Exterior Painting; and 2.) Authorize the City Engineer to re-advertise the subject project for bids.

BACKGROUND

The City Council authorized the City Engineer to advertise for construction bids at its meeting of November 10, 2015 for the Clarke Estate Window/Door Frame Restoration and Exterior Painting. Construction bids were opened on December 22, 2015 and a total of one (1) bid was received as represented below:

Company Name

GDL Best Contractors, Inc.

Bid Amount

\$369,000.00

After reviewing the bid submitted, staff recommends the bid be rejected and that the project be re-advertised. While this action will delay completion of this project by approximately two months, staff believes that the rejection of the bid at this time is in the best interest of the City as only \$90,000 has been budgeted for this project.

FISCAL IMPACT

There is no fiscal impact associated with this action.

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

Thaddeus McCormack
City Manager

Attachment:

None

Handwritten initials in blue ink, possibly "NN".



City of Santa Fe Springs

City Council Meeting

January 14, 2016

NEW BUSINESS

Heritage Park Aviary Renovation – Award of Contract

RECOMMENDATION

That the City Council: 1.) Accept the bids; and 2.) Award a contract to Torga Electrical of San Bernardino, California in the amount of \$54,920.25

BACKGROUND

The City Council, at their meeting of November 10, 2015, authorized the City Engineer to advertise for construction bids.

Bids were opened on December 15, 2015 and a total of four (4) bids were received. The low bidder for the project is Torga Electrical of San Bernardino, California in the amount of \$54,920.25. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Torga Electric	\$54,920.25
CEM Construction	\$59,697.00
Cybertech Construction Company, Inc.	\$75,794.39
GDL Best Contractors, Inc.	\$82,032.36

The bid submitted by Torga Electrical has been deemed "responsive" and is approximately 5% less than the Engineer's Construction Cost Estimate of \$58,000.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Torga Electrical to be satisfactory and responsive.

FISCAL IMPACT

The Heritage Park Aviary Renovation is fully funded through the Bond Capital Improvement Project Fund.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

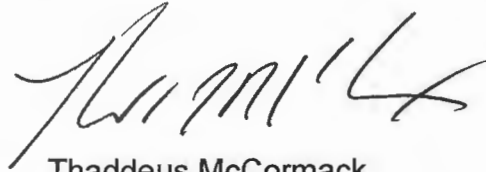
A handwritten signature in blue ink, appearing to be "N", is written over the printed name of Noe Negrete.

Date of Report: January 8, 2016

12.

INFRASTRUCTURE IMPACT

The project will reduce annual maintenance and provide an enhanced public experience in the observation of the birds.

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

Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**HERITAGE PARK
AVIARY RENOVATION**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 14th day of **JANUARY 2016**, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and **TORGA ELECTRICAL** as CONTRACTOR in the amount of **\$54,920.25**.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

By:

CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

January 14, 2016

NEW BUSINESS

Heritage Park Restroom Renovation – Award of Contract

RECOMMENDATION

That the City Council: 1.) Accept the bids; and 2.) Award a contract to Corral Construction & Development Inc. of Commerce, California in the amount of \$47,300.00

BACKGROUND

The City Council, at their meeting of November 10, 2015, authorized the City Engineer to advertise for construction bids.

Bids were opened on December 22, 2015 and a total of ten (10) bids were received. The low bidder for the project is Corral Construction & Development Inc. of Commerce, California in the amount of \$47,300.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Corral Construction & Development Inc.	\$47,300.00
TL Veterans, Inc.	\$48,500.00
Cybertech Construction Company, Inc.	\$67,820.00
CABD Construction, Inc.	\$68,000.00
TEJI Construction	\$68,480.00
CEM Construction	\$74,400.00
Torga Electric	\$74,500.00
Omega Contractors	\$79,373.00
R Dependable Construction Inc.	\$80,500.00
GDL Best Contractors, Inc.	\$121,450.00

The bid submitted by Corral Construction & Development Inc. has been deemed "responsive" and is approximately 32% less than the Engineer's Construction Cost Estimate of \$70,000.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Corral Construction & Development Inc. to be satisfactory and responsive.

FISCAL IMPACT

The Heritage Park Restroom Renovation is fully funded through the Bond Capital Improvement Project Fund.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

7/2 Date of Report: January 8, 2016

13.

INFRASTRUCTURE IMPACT

The project will comply with ADA accessibility requirements and will have a fresh look with the new ceramic tiles and new fixtures and accessories.

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

Thaddeus McCormack
City Manager

Attachments:

Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

HERITAGE PARK RESTROOM RENOVATION

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 14th day of JANUARY 2016, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and CORRAL CONSTRUCTION & DEVELOPMENT, INC. as CONTRACTOR in the amount of \$47,300.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

January 14, 2016

NEW BUSINESS

Heritage Park Wedding Reception Area, Synthetic Turf – Award of Contract

RECOMMENDATION

That the City Council: 1.) Accept the bids; and 2.) Award a contract to Torga Electrical of San Bernardino, California in the amount of \$55,782.64

BACKGROUND

The City Council, at their meeting of November 10, 2015, authorized the City Engineer to advertise for construction bids.

Bids were opened on December 15, 2015 and a total of four (4) bids were received. The low bidder for the project is Torga Electrical of San Bernardino, California in the amount of \$55,782.64. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Torga Electric	\$55,782.64
Asphalt Fabric & Engineering Inc.	\$58,350.64
Innovation Kurbs Landscape Design, Inc.	\$64,110.30
*GDL Best Contractors, Inc.	Non-Responsive

*GDL Best Contractors, Inc. did not submit Addendum No.1 with the bid proposal; therefore, the bid was deemed Non-Responsive.

The bid submitted by Torga Electrical has been deemed "responsive" and is approximately 14% less than the Engineer's Construction Cost Estimate of \$65,000.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Torga Electrical to be satisfactory and responsive.

FISCAL IMPACT

The Heritage Park Wedding Reception Area Synthetic Turf is fully funded through the Bond Capital Improvement Project Fund.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name and title.

Date of Report: January 8, 2016

14.

INFRASTRUCTURE IMPACT

The project will reduced annual maintenance cost.



Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**HERITAGE PARK WEDDING RECEPTION AREA-
SYNTHETIC TURF**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 14th day of JANUARY 2016, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and TORGA ELECTRICAL, as CONTRACTOR in the amount of \$55,782.64.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

By:

CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

January 14, 2016

COUNCIL REORGANIZATION

Installation of Mayor and Mayor Pro Tem

BACKGROUND

At the City Council meeting of December 22, 2015, the City Council voted for the offices of Mayor and Mayor Pro Tem to become effective immediately, with a ceremonial installation to occur at the January 14, 2016 City Council meeting. Councilmember (Mayor Pro Tem at the time) Richard Moore was selected as Mayor and Councilmember Bill Rounds was selected as Mayor Pro Tem.

It would be appropriate at this time for the City Council to reorganize as outlined above.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

January 14, 2016

COUNCIL REORGANIZATION

Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations

BACKGROUND

At the meeting of December 22, 2015, the City Council reorganized and selected Richard Moore to be Mayor and William Rounds to be Mayor Pro Tem. It would be appropriate at this time to select Council Liaisons to the various City Committees and Council Delegates/Representatives for selected governmental organizations for 2016.

Attached is a listing of 2015 Council Liaison Appointments and Organization Representatives.


Thaddeus McCormack
City Manager

Attachments:

Council Liaison Appointments
Organization Representatives List
City Council Subcommittees

2015 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Area "E" Disaster Board	Trujillo	Darryl Pedigo	3rd Wed	8:30am	Norwalk Sports Complex, 13200 S. Clarkdale, Norwalk
California Contract Cities Assn	Sarno Alt-Trujillo	Thaddeus McCormack	3rd Wed	6:00pm	Host City
Chamber of Commerce Economic Development	Moore Alt- Sarno	Thaddeus McCormack	Varies	Varies	Varies
Chamber Youth Enrichment Fund Board	Rios	Thaddeus McCormack	2nd Wed bi-month	2:00pm	Chamber Office
City Selection Committee (League of Cal Cities) Mayor is Rep	Rios Moore - Alt	Thaddeus McCormack	Varies	Varies	Varies
Gateway Cities Council of Governments	Sarno Alt-Trujillo	Thaddeus McCormack	1st Wed	6:00pm	16401 Paramount, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Sarno	Thaddeus McCormack	4th Wed	6:00pm	Gateway COG, 16401 Paramount Bl, Paramount
Hispanic Outreach Taskforce	NA				6706 Friends Avenue Whittier, CA 90601-4432
I-5 Consortium Policy Board	Moore Alt-Sarno	Thaddeus McCormack	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Independent Cities of Los Angeles	Trujillo	Thaddeus McCormack			Feb-Santa Barbara, Jul-Rancho Bernardo, Sep-President's City

2015 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Joint Powers Insurance Authority	Trujillo Alt-Moore	Thaddeus McCormack	3rd Wed in Jul	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
LA CADA	Vacant	Thaddeus McCormack	Last Wed	7:00pm	Allen House, 10425 Painter Ave, SFS
League of California Cities	Sarno Alt-Trujillo	Thaddeus McCormack	1st Thur	6:30pm	MWD Courtyard Café, 700 N. Alameda, LA
Metropolitan Little League	Rounds	Michelle Smith	Wed	7:00pm	Lake Center Park
Sanitation District (Mayor is Rep)	Rios Alt- Moore	Noe Negrete	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SFHS Education Foundation	Rounds	Thaddeus McCormack	Varies	Varies	SFHS
SFS/PIH Health Center Joint Oversight Committee	Rios Alt. Trujillo Community Rep:	Maricela Balderas	As Needed		Gus Velasco Neighborhood Center
SFS/South Whittier Education Center Advisory Committee	Trujillo	Thaddeus McCormack	Varies	9:00am	Southwest Resource Center, 10750 Laurel Ave, Whittier
SFS/South Whittier Education Center Advisory Committee - President's Advisory Committee	Trujillo	Thaddeus McCormack	Varies	8:00am	Rio Hondo College Board Room
SASSFA	Moore Alt-Trujillo	Maricela Balderas	4th Thur	12:00pm	10400 Pioneer Blvd. #9 SFS
SEAACA	Trujillo Alt-Moore	Dino Torres	3rd Thur	2:00pm	9777 SEAACA Way, Downey

2015 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Southeast Water Coalition Administrative Entity		Frank Beach Noe Negrete - Alt	3rd Thur of odd months	11:30am - Lunch 12:00pm - Meeting	Pico Rivera
Southeast Water Coalition Board	Trujillo Moore - Alternate	Frank Beach	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meet	City of South Gate Candice Espinoza Assistant Engineer City of South Gate (323) 357-9661 office (562) 824-4113 mobile cespinoza@sogate.org
Southern California Association of Governments (SCAG)	Moore Trujillo - Alternate		Annual Meeting in May or June	May 7-8, 2015	Palm Desert, CA
Vector Control Appt can be for 2 or 4 yrs.	Louie Gonzalez		Jan 2016 - Dec 2019		
Washington Blvd Coalition to the Gold Line Extension	Moore Sarno				

2015 External Organizations with Stipends

Organization	Council Liaison	Stipend	Meeting Day	Meeting Time	Meeting Location
Gateway Cities Council of Governments	Sarno Trujillo - Alt	\$125/mo	1st Wed	6:00pm	16401 Paramount Bl, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Sarno	\$100/mo	4th Wed	6:00pm	16401 Paramount Bl, 2nd Floor, Board Room, Paramount
I-5 Consortium Policy Board	Moore Sarno - Alt	\$150/mo	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Joint Powers Insurance Authority	Trujillo Moore - Alt	\$100/yr	2nd Wed in July	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
Sanitation District	Rios Moore - Alt	\$125/mo	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SEAACA	Trujillo Moore - Alt	\$225/mo	3rd Thur	2:00pm	9777 SEAACA Way, Downey
Southeast Water Coalition Board	Trujillo Moore - Alt	\$150/bi-monthly	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meeting	South Gate

2015 Non-Council Appointed City Committees

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Day	Meeting Time	Meeting Location
Holiday Home Decorating Contest	Rounds Rios	JoAnn Madrid	Third week in Dec		4:30 PM	City Hall
Friends of the Library Board of Directors	Rounds	Joyce Ryan	Quarterly	Varies	5:30 PM	Library
READI Committee SAFE Neighborhood	Rounds Rios - Alt.	Darryl Pedigo	Bi-Monthly Jan, March, May July, Sept, Nov	1st Tues	6:30 PM	Town Center Hall
Scholarship Interview Panels	Mora: Trujillo Sandoval: Rios Sharp: Rounds	Wayne Bergeron	April-May	TBD-Changes annually	Varies	City Hall

2015 Council Appointed City Committees/Commissions

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Date	Meeting Time	Meeting Location
Beautification	Moore Alternate: Rios	Jo Ann Madrid	Monthly except July, Aug, Dec	4th Wed	9:30 AM	Town Center
Community Program Committee	Rounds	Wayne Bergeron	Jan, May, Sept	3rd Wed in Jan, May, Sep	7:00 PM	Town Center Hall Mtg Room #1
Family & Human Services Advisory Committee	Rios	Eddie Ramirez	Monthly except Jul/Aug/Sep/Dec	3rd Wed of the month	5:45 PM	Gus Velasco Neighborhood Center
Heritage Arts Advisory Committee	Rios Alternate: Moore	Eddie Ramirez	Monthly except Dec	Last Tues	9:00 AM	Gus Velasco Neighborhood Center
Historical Committee	Moore Alternate: Rios	Joyce Ryan	4 times per year	Jan/Apr/July/ Oct 2nd Tues	5:30 PM	Heritage Park Train Depot
Parks & Recreation Advisory Committee	Rounds	Adam Matsumoto	Monthly except Jul, Aug, Dec	1st Wed	7:00 PM Subcom 6:00 pm	Town Center Hall Mtg Room #1
Personnel Advisory Board	NA	Andrea Cutler	Quarterly on an as- needed basis	Varies	Varies	Varies
Planning Commission	NA	Wayne Morrell	Monthly	2nd Mon of the month	4:30 PM	City Hall Council Chambers
Senior Citizens Advisory Committee	Moore Alternate: Rios	Ed Ramirez	Monthly except Jul/Aug/Sep/Dec	2nd Tues of the month	9:30 AM	Gus Velasco Neighborhood Center
Sister City Committee	Rios	Michelle Smith	Monthly except Dec - usually have xmas dinner	1st Mon	6:45 PM	Town Center
Traffic Commission	NA	Noe Negrete	Monthly	3rd Thursday	6:00 PM	City Hall Council Chambers
Youth Leadership Committee	Sarno Trujillo	Eddie Ramirez	Monthly	1st Mon	6:30 PM	Gus Velasco Neighborhood Center

2015 Council Subcommittees			
NAME	TYPE	FORMED	MEMBERS
Audit Committee	Standing	6/14/2012 1/9/2014	Moore Sarno
Billboards	Ad Hoc	4/23/2015 4/23/2015	Moore Sarno
Budget Events and Programs	Standing	2/13/2014 2/13/2014	Rounds Sarno
Budget Revenue and Fees	Standing	2/13/2014 2/13/2014	Rios Moore
Capital Improvements Projects	Standing	3/12/2015 3/12/2015	Moore Rios
Economic Development Strategy	Standing	8/7/2012 8/7/2012	Moore Rios
Edison	Ad Hoc	5/22/2014 5/22/2014	Moore Sarno
General Plan	Ad Hoc	12/18/2014 12/18/2014	Rios Sarno
High Speed Rail Authority	Ad Hoc	1/24/2013 1/24/2013	Trujillo Rounds
I-5 Expansion Project	Standing	1/9/2014	Sarno
I-5 Florence Avenue Segment	Ad Hoc	1/9/2014	Sarno
Long-Term Housing Plan	Ad Hoc	1/9/2014 9/26/2013	Sarno Rounds
Relay for Life	Ad Hoc	Will be appointed at a later date	
Strategic Plan	Ad Hoc	1/8/2015 1/8/2015	Trujillo Sarno
Successor Agency Subcommittee	Ad Hoc	4/9/2015 4/9/2015	Moore Sarno
Valley View Grade Separation Project	Ad Hoc	1/12/2012 1/12/2012	Rounds Trujillo
Water Rate	Ad Hoc	12/4/2014 12/4/2014	Rounds Moore
Water Conservation	Ad Hoc	8/14/2014 8/14/2014	Rios Rounds

Standing Committees subject to Brown Act



City of Santa Fe Springs

City Council Meeting

January 14, 2016

PRESENTATION

Introduction of New Family & Human Services Division Manager

RECOMMENDATION

The Mayor may wish to call upon Community Services Director Maricela Balderas to introduce the new Family & Human Services Division Manager, Edmund Ramirez.

Edmund Ramirez, Family & Human Services Division Manager

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

Thaddeus McCormack
City Manager

Prospective Members for Various Committees/Commissions

Beautification

Frankie Aguayo Jr.

Community Program

Frankie Aguayo Jr.

Family & Human Services

Heritage Arts

Frankie Aguayo Jr.

Historical

Personnel Advisory Board

Parks & Recreation

Linda Vallejo

Frankie Aguayo Jr.

Planning Commission

Delmy Johana Coca

Francis Carbajal

Senior Citizens Advisory

Sister City

Jeannette Wolfe

Frankie Aguayo Jr.

Traffic Commission

Delmy Johana Coca

Francis Carbajal

Youth Leadership

Sarah Garcia

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25

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

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

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(17)
	Margaret Bustos*	(17)
Zamora	Lydia Gonzales	(16)
	Vacant	(17)
	Gilbert Aguirre	(17)
Rounds	Annette Rodriguez	(16)
	Janie Aguirre	(17)
	Ted Radoumis	(17)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(17)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	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	6/30/2016
Zamora	Vacant	6/30/2016
Rounds	Vacant	6/30/2016
Sarno	Francis Carbajal	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2017
Historical Committee	Sally Gaitan	6/30/2017
Planning Commission	Vacant	6/30/2017
Chamber of Commerce	Debbie Baker	6/30/2017

Council/Staff Representatives

Council Liaison	
Council Alternate	Richard Moore
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**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	(16)
	Tony Reyes	(16)
	Amparo Oblea	(17)
	George Felix, Jr.	(17)
Zamora	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Larry Oblea	(17)
Rounds	Vacant	(16)
	Linda Vallejo	(16)
	Mark Scoggins*	(17)
	Janice Smith	(17)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(17)
	Sally Gaitan	(17)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	William Logan	(17)
	Ralph Aranda	(17)
	Kurt Hamra	(17)
Zamora	Francis Carbajal	(16)
	Bernie Landin	(16)
	Michele Carbajal	(16)
	Sally Gaitan	(17)
	Vacant	(17)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Tim Arnold	(17)
	Mark Scoggins*	(17)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(17)
	Ed Madrid	(16)
	David Diaz-Infante	(17)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	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	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

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

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

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	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(17)
	Vacant	(17)
Zamora	Rebecca Lira	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(17)
	Vacant	(17)
Rounds	Vacant	(16)
	Bonnie Fox	(16)
	Gilbert Aguirre	(17)
	Lorena Huitron	(17)
	Janie Aguirre	(17)
Sarno	Gloria Duran*	(16)
	Vacant	(16)
	Hilda Zamora	(17)
	Vacant	(17)
	Ed Duran	(17)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Margaret Bustos*	(17)
	Vacant	(17)

**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	(16)
	Laurie Rios	(16)
	Mary K. Reed	(17)
	Peggy Radoumis	(17)
	Vacant	(17)
Zamora	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Michele Carbajal	(17)
	Doris Yarwood	(17)
	Lucy Gomez	(17)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Robert Wolfe	(16)
	Ted Radoumis	(17)
	Dominique Velasco	(17)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Ed Madrid	(17)
	Cathy Guerrero	(17)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	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

Vacant

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

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

Membership: 20

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