



AGENDA

**REGULAR MEETINGS
OF THE
SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL**

**May 25, 2017
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

**William K. Rounds, Mayor
Jay Sarno, Mayor Pro Tem
Richard J. Moore, 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**

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

PUBLIC FINANCING AUTHORITY

3. **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 Public Financing Authority.

Approval of Minutes

- a. Minutes of the April 27, 2017, Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. **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 Water Utility Authority.

Approval of Minutes

- a. Minutes of the April 27, 2017, Water Utility Authority Meeting

Recommendation: That the Water Utility Authority:

- Approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority:

- Receive and file the report.

PUBLIC HEARING

5. **Resolution No. 9546 - 2015 Urban Water Management Plan**

Recommendation: That the City Council:

- Open the Public Hearing and hear from anyone wishing to speak on the matter and thereafter close Public Hearing;
- Adopt Resolution No. 9546 approving the 2015 Urban Water Management Plan; and
- Authorize the Executive Director to submit the 2015 UWMP to the California Department of Water Resources.

CITY COUNCIL

6. **CITY MANAGER REPORT**

7. **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 April 27, 2017 City Council Meetings**

Recommendation: That the City Council:

- Approve the minutes as submitted.

NEW BUSINESS

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

Recommendation: That the City Council:

- Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend, for an additional 210 days, the Exclusive Negotiating Agreement with Dellan 1 Inc., Mike Patel and Sharad R. Patel for Development of a Hotel or Hotels within the City of Santa Fe Springs.

Items 9 – 17 will occur in the 7:00 p.m. hour.

9. **INVOCATION**

10. **PLEDGE OF ALLEGIANCE**

11. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

12. **ANNOUNCEMENTS**

13. **PRESENTATIONS**

- a. Recognition of 60th Anniversary Celebration Sponsors

City of Santa Fe Springs
Regular Meetings

May 25, 2017

- b. Recognition of 2017 Santa Fe Springs Art Fest Sponsors
- c. Proclaiming May 31, 2017 as "National Senior Health & Fitness Day" in the City of Santa Fe springs
- d. Presentation to the City Council by Little Lake Middle School
- e. Introduction of the 2017 Memorial Scholarship Program Recipients
- f. Santa Fe Springs Chamber's Youth Enrichment Fund Poster Contest Winners and Destiny Scholarship/Powell Grant Recipients
- g. Recognition of Giovanna Wheels on their 20th Year in Santa Fe Springs

14. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments

15. 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.

16. EXECUTIVE TEAM REPORTS

17. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC
City Clerk

May 19, 2017
Date

**FOR ITEM NO. 3A
PLEASE SEE ITEM NO. 7A**



NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 4/30/17	None
Outstanding principal at 4/30/17	\$2,140,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 4/30/17	None
Outstanding principal at 4/30/17	\$35,377,675

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/17	None
Outstanding principal at 4/30/17	\$29,270,000

Bond Repayment

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

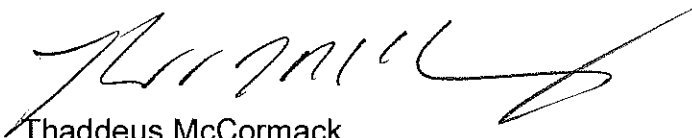
The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016 the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.



Thaddeus McCormack
City Manager/Executive Director

**FOR ITEM NO. 4A
PLEASE SEE ITEM NO. 7A**



City of Santa Fe Springs

Water Utility Authority Meeting

May 25, 2017

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 4/30/17

None

Outstanding principal at 4/30/17

\$6,890,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

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

Thaddeus McCormack
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

May 25, 2017

NEW BUSINESS

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of current active water projects.

Water Well No. 12 Engineering Design Services for Water Treatment System

At the May 11, 2017 City Council meeting, the City Council directed staff to advertise bids for construction, the bids are due on June 13, 2017.

Water Well No. 1 - Destruction

At the October 27, 2016 City Council meeting, the Water Utility Authority Board directed staff to award a contract to General Pump Company (GPC) to provide well destruction services to Water Well No. 1. Water Well No. 1 was exploded and destroyed on May 11, 2017. The final mushroom cap and backfill was placed on May 16, 2017.

Interstate 5 Freeway Widening Water Main Relocation Project for the Florence Avenue Segment (Phase II)

At the April 13, 2017 City Council meeting, the City Council directed staff to award a contract to G.J. Gentry General Engineering Inc., in the amount of \$647,390 to provide construction services to relocate all water mains and appurtenances in conflict with the work being conducted by Caltrans during the widening of the Interstate 5 Freeway project. Currently Caltrans and their contractor are preparing the Florence Avenue segment work zone to allow for G.J. Gentry to mobilize in the near future.

FISCAL IMPACT

The Water Well No. 12 Engineering Design Services for Water Treatment System is funded by Water Capital Improvement Plan Funds. The Destruction of Water Well No. 1 is funded by Water Capital Improvement Plan Funds. The Interstate 5 Freeway Widening Water Main Relocation Project for the Florence Avenue Segment (Phase II) is funded through the State and the City will be reimbursed by Caltrans via Utility Agreements.

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

Thaddeus McCormack
Executive Director

Attachments:

None

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

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

Date of Report: May 18, 2017

ITEM NO. 4C



City of Santa Fe Springs

Water Utility Authority Meeting

May 25, 2017

PUBLIC HEARING

Resolution No. 9546 – Adopting the 2015 Urban Water Management Plan

RECOMMENDATION

That the Water Utility Authority take the following actions:

- Open the Public Hearing and hear from anyone wishing to speak on the matter and thereafter close Public Hearing;
- Adopt Resolution No. 9546 approving the 2015 Urban Water Management Plan; and
- Authorize the Executive Director to submit the 2015 UWMP to the California Department of Water Resources.

BACKGROUND

Water Code Sections 10610 through 10656 of the Urban Water Management Planning Act (Act) require every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) of water annually to prepare, adopt, and file an Urban Water Management Plan (UWMP) with the California Department of Water Resources (DWR) every five years in the years ending in zero and five. This 2015 UWMP satisfies the 2015 UWMP update to the DWR. The DWR set a submission date of July 1, 2016 for the 2015 UWMP but the guidelines for completing the plan were not released until March of 2016. The delay of producing the urban water management guidelines created difficulties to adhere to the July 1, 2016 date. There is no impact to the City of Santa Fe Springs Water Utility Authority (WUA) for not completing the plan by the deadline set by the DWR. However, the DWR has the ability on a case by case basis to disallow grant funding to be received by agencies that have not submitted a completed UWMP, currently the WUA is not up for any grant funded projects.

This UWMP provides DWR with a detailed summary of the present and future water resources and demands within the WUA service area and assesses its water resource needs. Specifically, the UWMP provides water supply planning for a 25-year planning period in five-year increments and identifies water supplies needed to meet existing and future demands. The City's 2015 UWMP updates the 2010 UWMP in compliance with the requirements of the Act as amended in 2009, and includes a discussion of:

- Water Service Area and Facilities
- Water Sources and Supplies
- Water Use by Customer Type
- Demand Management Measures
- Water Supply Reliability
- Planned Water Supply Projects and Programs
- Water Shortage Contingency Plan
- Recycled Water Use

Report Submitted By:

Noe Negrete, Director
Department of Public Works

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

Date of Report: May 19, 2017

ITEM NO. 5

Since the original Act's passage in 1983, several amendments have been added. One of the most recent changes affecting the 2015 UWMP includes Senate Bill 7 as part of the Seventh Extraordinary Session (SBx7-7) and SB 1087. SBx7-7, or the Water Conservation Act of 2009, which is part of the Delta Action Plan that stemmed from the Governor's goal to achieve a 20 percent statewide reduction in urban per capita water use by 2020 (20 by 2020). SBx7-7 requires each urban retail water supplier to develop urban water use targets to achieve the 20 by 2020 goal (20% reduction) and the interim 10 percent goal by 2015.

Table 5-2 compares the City's 2015 water use target to its actual 2015 consumption. Based on this comparison, the City is in compliance with its 2015 interim target (18% reduction).

2015 Compliance <i>Retail Agency or Regional Alliance Only*</i>		
Actual 2015 GPCD	2015 Interim Target GPCD	Did Supplier Achieve Targeted Reduction for 2015? Y/N
83	101	Yes
<i>*All values are in Gallons per Capita per Day (GPCD)</i>		

Additionally, the City is a member of the Gateway Regional Alliance formed by the Gateway Integrated Regional Water Management (Gateway IRWM) group. This regional alliance consists of 15 retail agencies as described in CBMWD's 2015 UWMP. The regional water use target is the weighted average of the individual retail agencies' targets (by population). The Gateway Regional Alliance 10-year baseline is 116 GPCD (Gallons Per Capita per Day); the weighted 2015 interim target is 111 GPCD. The actual 2015 water use in the region is 109 GPCD, therefore, the region is also in compliance with the 2015 GPCD interim target.

The other recent amendment, made to the UWMP on September 19, 2014, is set forth by SB 1420, Distribution System Water Losses. SB 1420 requires water purveyors to quantify distribution system losses for the most recent 12-month period are available. The water loss quantification is based on the water system balance methodology developed by the American Water Works Association (AWWA). Water losses are essentially the amount of water purchased and/or produced minus the amount of water distributed for consumption. One of the primary components of water losses is the water that is used to flush water mains, hydrants, and wells. Others could be attributed to water leaks and repair work in the water system.

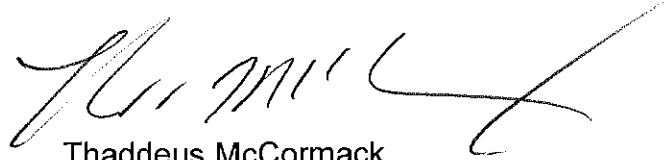
SUMMARY

The 2015 UWMP outlines demand and supply projections through the year 2040. Those projections indicate that the available water supply based on diversified

supplies (groundwater and imported sources) will meet projected demands assuming water infrastructure projects are implemented. The 2015 UWMP will be updated again in the year 2020.

FISCAL IMPACT

None.



Thaddeus McCormack
Executive Director

Attachments:

1. Resolution No. 9546
2. 2015 UWMP

RESOLUTION NO. 9546

**A RESOLUTION OF THE SANTA FE SPRINGS WATER UTILITY AUTHORITY
BOARD ADOPTING THE 2015 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1983-84 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan, the primary objective of which is to plan for the conservation on efficient use of water; and

WHEREAS, the Water Utility Authority Board of Santa Fe Springs Water Utility Authority is an urban supplier of water providing water to over 3,000 customers; and

WHEREAS, the Plan shall be periodically reviewed at least once every five years, and that the Water Utility Authority shall make any amendments or changes to its plan which are indicated by the review; and

WHEREAS, the Plan must be adopted after public review and hearing, and filed with the California Department of Water Resources within thirty days of adoption; and

WHEREAS, the Water Utility Authority Board has therefore prepared and circulated for public review a draft Urban Water Management Plan, and a properly noticed public hearing regarding said Plan was held by the Water Utility Authority Board on May 25, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Water Utility Authority of Santa Fe Springs as follows:

Section 1. The 2015 Urban Water Management Plan is hereby adopted and ordered filed with the City Clerk; and

Section 2. The Executive Director is hereby authorized and directed to file the 2015 Urban Water Management Plan with the California Department of Water Resources.

PASSED, APPROVED and ADOPTED this **25th** day of **May 2017** by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

William K. Rounds, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

May 25, 2017

APPROVAL OF MINUTES

Minutes of the April 27, 2017 City Council Meetings

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- April 27, 2017 (Study Session)
- April 27, 2017 (Regular Meeting)

Staff hereby submits the minutes for Council's approval.

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

Thaddeus McCormack
City Manager

Attachment:

Minutes for April 27, 2017 (Study Session)

Minutes for April 27, 2017 (Regular Meeting)



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL – STUDY SESSION

April 27, 2017

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order at 5:04 p.m.

2. **ROLL CALL**

Members present: Councilmembers: Moore, Trujillo, and Zamora, Mayor Pro Tem Sarno and Mayor Rounds.

Members absent:None

CITY COUNCIL

CONSENT AGENDA

3. Energy Efficiency Feasibility Assessment Study

Recommendation: That the City Council:

- Accept the findings and recommendations of the Energy Efficiency Feasibility Assessment completed by CLIMATEC; and
- Authorize the City Engineer to solicit proposals to perform an Energy Services Audit and identify Energy Efficiency Projects for Implementation; or
- Receive and file the Energy Efficiency Feasibility Assessment completed by CLIMATEC.

Public Works Director Noe Negrete provided a brief presentation on item no. 3

He introduced Frank Mann and Jeff Bartel from CLIMATEC whom provided a brief report on the HVAC conditions study. The report included *Current Conditions, Feasibility Assessment, Energy Efficiency Projects, Utility Analysis, Self-Funding Improvements* and the benefits of outdoor lighting upgrades.

Council Member Moore inquired what the California Government Code.

Mr. Mann noted it was CA Code 4217.

Mr. Negrete provided further information on the RFP process. Noted that the company will return with information regarding the audit they conducted on the project.

Council Member Moore inquired whether this would be considered a Public Works project.

Mr. Negrete said it is a Public Works project

Minutes of the April 27, 2017 Council Meeting Study Session

Council Member Zamora inquired whether this process would be the same as the City of Bellflower.

Mr. Mann stated it would be the same.

City Manager McCormack noted this is not the typical process that Santa Fe Springs does. He noted that the questions Council Member Moore asking is more of the competitive bid process.

Mr. Mann provided additional information on the process of how the audit is done, such as the process of a competitive RFP.

Mr. Negrete provided further clarification on the process.

Council Member Moore noted that the installation has to be done by Public Works unless the government code allows it.

Mr. Mann continued the presentation. Spoke in regards to the process of the RFP and the noted this would be similar to a normal Public Works project.

Mr. Negrete stated that the decision can be made later and sit down to go over the government code and the process of the RFP.

City Manager McCormack confirmed the decision does not need to be made today.

Mr. Mann noted that these improvements are made more to create savings such as energy efficient equipment. He provided a visual presentation that included the equipment such as solar streetlights and other equipment.

Mr. Bartel Spoke in regards to the summary of facilities needs which includes the lighting, street lighting, HVAC, Renewable energy and water system.

Mayor Pro Tem Sarno inquired how the maintenance is taken care of the items.

Mr. Mann noted all items have ten years of warranty and usually the maintenance is just done on the new items.

Mr. Bartel noted that the systems will automatically begin the maintenance on the items. There would also be a maintenance program offered.

Mr. Negrete noted that the City is already doing the maintenance for the City of Bellflower and hope that SFS staff will learn the maintenance and use it for our items.

Mr. Bartel, continued presentation.

Mr. Negrete noted that this will also provide suggesting funding sources.

Council Member Moore inquired what Bellflower did.

Mr. Mann noted that they funded the program 100% funding.

Mr. Negrete they installed the outdoor lights.

Council Member Moore inquired when the City of Bellflower broke even on the budget.

Mr. Mann noted it took them ten (10) years.

Mr. Bartel continued presentation.

Mr. Negrete closed presentation.

Council Member Moore requested City Attorney Steve Skolnik whether the city would be moving as we are supposed to by law.

Mr. Skolnik noted we would be fine going forward with project.

It was moved by Council Member Moore, seconded by Mayor Rounds, accept the findings and recommendations of the Energy Efficiency Feasibility Assessment completed by CLIMATEC; and, authorize the City Engineer to solicit proposals to perform an Energy Services Audit and identify Energy Efficiency Projects for Implementation; or receive and file the Energy Efficiency Feasibility Assessment completed by CLIMATEC., by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nays: None

CLOSED SESSION

4. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Subdivision (d)(1) of Section 54956.9

Name of Case: City of Santa Fe Springs; and City of Santa Fe Springs Community Development Commission Successor Agency v. California State Dept. of Finance, et al

Mayor Rounds recessed the meetings at 5:36 p.m.

Mayor Rounds convened the meeting at 5:54p.m.

City Attorney Steve Skolnik reported on closed session: there were no actions taken during closed session.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 5:54 p.m.

ATTEST:

Janet Martinez
City Clerk

William K. Rounds
Mayor

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

April 27, 2017

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order at 6:05 p.m.

2. **ROLL CALL**

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

Members absent:None

Janet Martinez, City Clerk announced that the Members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the March 23, 2017, Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, approving Item No 3A and 3B, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nays: None

WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the March 23, 2017, Water Utility Authority Meeting

Recommendation: That the Water Utility Authority:

- Approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

It was moved Council Member Trujillo, seconded by Council Member Zamora, approved items 4A, 4B & 4C, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nays: None

CITY COUNCIL

5. CITY MANAGER REPORT

City Manager McCormack stated he and the Finance Director Jose Gomez will be attending a Joints Powers Authority Meeting Friday and Saturday; he will be available via email and phone.

CONSENT AGENDA

6.

Approval of Minutes

- a. Minutes of the March 23, 2017 City Council Meetings

Recommendation: That the City Council:

- Approve the minutes of the March 23, 2017 meetings as submitted.

It was moved by Council Member Moore, seconded by Council Member Trujillo, approved the minutes of the March 23, 2017 City Council Meeting, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nays: None

NEW BUSINESS

7. Fire Station Headquarters – HVAC Improvements: Award of Contract

Recommendation: That the City Council:

- Appropriate \$175,000.00 from the Bond Funds for Capital Projects to Fire Station Headquarters – HVAC Improvements Project (455-397-S016);
- Accept the bids; and
- Award a contract to Los Angeles Air Conditioning, Inc. of La Verne, California in the amount of \$266,000.00.

It was moved by Council Member Moore, seconded by Council Member Zamora, to appropriate \$175,000.00 from the Bond Funds for Capital Projects to Fire Station Headquarters – HVAC Improvements Project (455-397-S016); accept the bids; and award a contract to Los Angeles Air Conditioning, Inc. of La Verne, California

in the amount of \$266,000.00, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

8. 60th Anniversary Parade Traffic and 5K Run Traffic Control Plans Request for Approval and 60th Anniversary Event Update

Recommendation: That the City Council:

- Hear an update on the 60th Anniversary events; and,
- Approve the traffic control plans prepared for the closure of the Telegraph Road off-ramps at the I-605 freeway and the traffic control plans prepared for the detouring of traffic along City streets around the 60th Anniversary Parade and 5K Run routes on Saturday May 6, 2017.

Noe Negrete, Public Works Director provided a brief presentation on the traffic control plans prepared for the closure of Telegraph Road.

Adam Matsumoto, Parks & Recreation Manager, Joyce Ryan, Library Services Division Director and Eddie Ramirez, Family and Human Services Manager provided a brief presentation on item no. 8

Council Member Moore inquired whether there will be a shuttle available to and from the school.

Mr. Ramirez noted there will be a shuttle available.

Council Member Moore inquired whether the residents will be notified about the street closures.

Mr. Ramirez stated that residents were notified.

Mr. Negrete added that there will be traffic control in the streets starting at 3:00 a.m. and should be complete by 5:00 a.m. for the street closures.

Mayor Rounds inquired whether the local businesses were also notified of the street closures.

Mr. Ramirez noted that both he and Ms. Ryan also notified the local businesses.

Mayor Rounds inquired around what time is it estimated to open the streets again.

Mr. Negrete noted it would be around 12:30 p.m.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Sarno, to hear an update on the 60th Anniversary events; and approve the traffic control plans prepared for the closure of the Telegraph Road off-ramps at the I-605 freeway and the traffic control plans prepared for the detouring of traffic along City

streets around the 60th Anniversary Parade and 5K Run routes on Saturday May 6, 2017, by the following vote:

Ayes: Moore, Trujillo, Sarno, Rounds

Nayes: None

Recused: Zamora

9. Update on the Capital Improvement Plan (CIP)

Recommendation: That the City Council:

- Amend the Adopted Capital Improvement Plan for FY 2012-15 to include the Clarke Estate Master Plan; and
- Receive and file the report on the CIP update.

Public Works Director Noe Negrete provided a brief presentation on item no. 9.

Mayor Rounds inquired whether the Clarke of State was going to be added.

Mr. Negrete noted it would be added.

Mayor Rounds inquired whether the renovations of the windows were included.

Mr. Negrete confirmed the windows are being renovated. He also noted whether there will be able to add the requested \$50,000 of bond funds to the recommendation.

Mayor Rounds confirmed the amount.

It was moved by Council Member Moore, seconded by Council Member Zamora, to amend the Adopted Capital Improvement Plan for FY 2012-15 to include the Clarke Estate Master Plan; and receive and file the report on the CIP update and add \$50,000 of bond funds, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

Mayor Rounds recessed the meetings at 6:30 p.m.

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

10. INVOCATION

Invocation was led by Council Member Moore.

11. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Youth Leadership Committee Members to lead the Pledge of Allegiance.

12. INTRODUCTIONS

- Representative from the Chamber of Commerce: Carolyn Reggio from CAPC, Inc.

13. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:.

- SFS Art Fest, Friday, May 12, 2017 from 3:00 p.m. to 11:00 p.m.
- SFS 60th Anniversary Festivities, Saturday May 6, 2017

14. PRESENTATIONS

- a. Every 15 Minutes-Santa Fe High School
- b. Historical Advisory Committee Video
- c. Proclaiming the Month of May 2017 as "Older Americans Month" in the City of Santa Fe Springs
- d. Proclaiming the Month of May 2017 as "Mental Health Awareness Month" in the City of Santa Fe Springs

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments

There were no appointments made by Council.

16. ORAL COMMUNICATIONS

No speakers.

17. EXECUTIVE TEAM REPORTS

- Noe Negrete, Public Works Director spoke about the water bill that is generated by the City will now include an option for Santa Fe Springs residents to pay their bill online or by mail. Also, reminded everyone about safe driving.
- Wayne Morrell, Director of Planning provided updates on: Salt and Pepper Sports Bar and Restaurant and the new Jersey Mikes location at the former Starbucks site at Gateway Plaza.
- Dino Torres, Director of Police spoke in regards to the Coffee with the Cop event at Jersey Elementary School.
- Mike Crook, Fire Chief spoke in regards to 1) Alisa Ann Ruch Burn Relay, Saturday April 22, 2017; 2) Santa Fe Springs Department of Fire Rescue Hazardous Waste Generator Class, 3) California State Firefighter Explorer Academy, April 22-23, 2017
- Travis Hickey, Director of Fiscal Services spoke about the finance staff working with the 60th Anniversary.
- Maricela Balderas, Community Services Director, spoke about the following items: the Women's Club; Community Services Department receiving a grant for \$5,000 from Janice Hahn's office to assist the summer movie event; Easter Egg hunt on April 15th and the 60th anniversary.

The following comments were made by the City Council:

- Council Member Moore thanked the fire department for all their assistance.
- Mayor Pro Tem Sarno thanked their staff
- Mayor Rounds noted that he and the City Manager will be attending on May 9th the Los Angeles County Board of Supervisors meeting, they will be presenting a proclamation to the City of Santa Fe Springs. He also announced that SASSFA was given the contract for another 3 years year for services.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:58 p.m. in memory of Florence Lona Perez and Anthony Gutierrez both long time residents.

William K. Rounds
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



NEW BUSINESS

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

RECOMMENDATION: That the City Council:

- Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend, for an additional 210 days, the Exclusive Negotiating Agreement with Dellan 1 Inc., Mike Patel and Sharad R. Patel for Development of a Hotel or Hotels within the City of Santa Fe Springs.

BACKGROUND:

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

At the November 10, 2017, City Council meeting, the City entered into an Exclusive Negotiating Agreement (ENA) with Sharad Patel and Mike Patel (Developer) to develop a hotel or hotels within the City.

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

The elements of the ENA included:

- The duration of the negotiation period, which was 210 days, with extension by mutual agreement
- The hotel features/amenities (Exhibit "B") which was to be a major hotel brand, such as Marriot, Hilton, Hyatt, with amenities as a lounge bar, business center, fitness center, meeting space, indoor pool and spa
- A Schedule of Performance, outlining specific tasks to be completed during the negotiating period
- A Right-of-Entry Agreement (Exhibit "C")

The initial 210 days is scheduled to expire on June 8, 2017, and it is unlikely that the parties will enter into a DDA by June 8, 2017. Pursuant to Section C "Negotiation Period" of the ENA, *if for any reason the parties have not entered into a DDA by the Negotiation Period, this Agreement shall automatically terminate and be of no further force or effect, and all payments made by the Developer to City shall be nonrefundable. Nothing herein shall prevent or preclude the parties from extending the Negotiation Period by mutual agreement for any duration. City undertakes no commitment or obligation to Developer to extend the Negotiation Period.*

Both parties are desirous of extending the *Negotiation Period*. The Developer, after vetting several architects, recently hired an architect. The architect has since submitted several concepts for review and the Developer has met and continue to meet with major hoteliers to finalize the hotel brand and to discuss various amenities for the hotel(s). Discussions continue with respect to architectural style, underground parking, a parking structure, number of parking spaces, number of rooms, size of meeting space, etc.

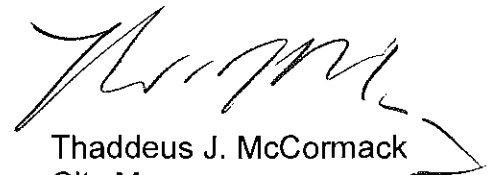
Staff is recommending that the *Negotiation Period* be extended from June 8, 2017 for an additional 210 days to January 4, 2018 by means of the attached Exhibit "D" Amended and Restated Exclusive Negotiating Agreement. The Right of Entry agreement is hereby extended by the extension of the *Negotiation Period*.

FISCAL IMPACT:

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

INFRASTRUCTURE IMPACT:

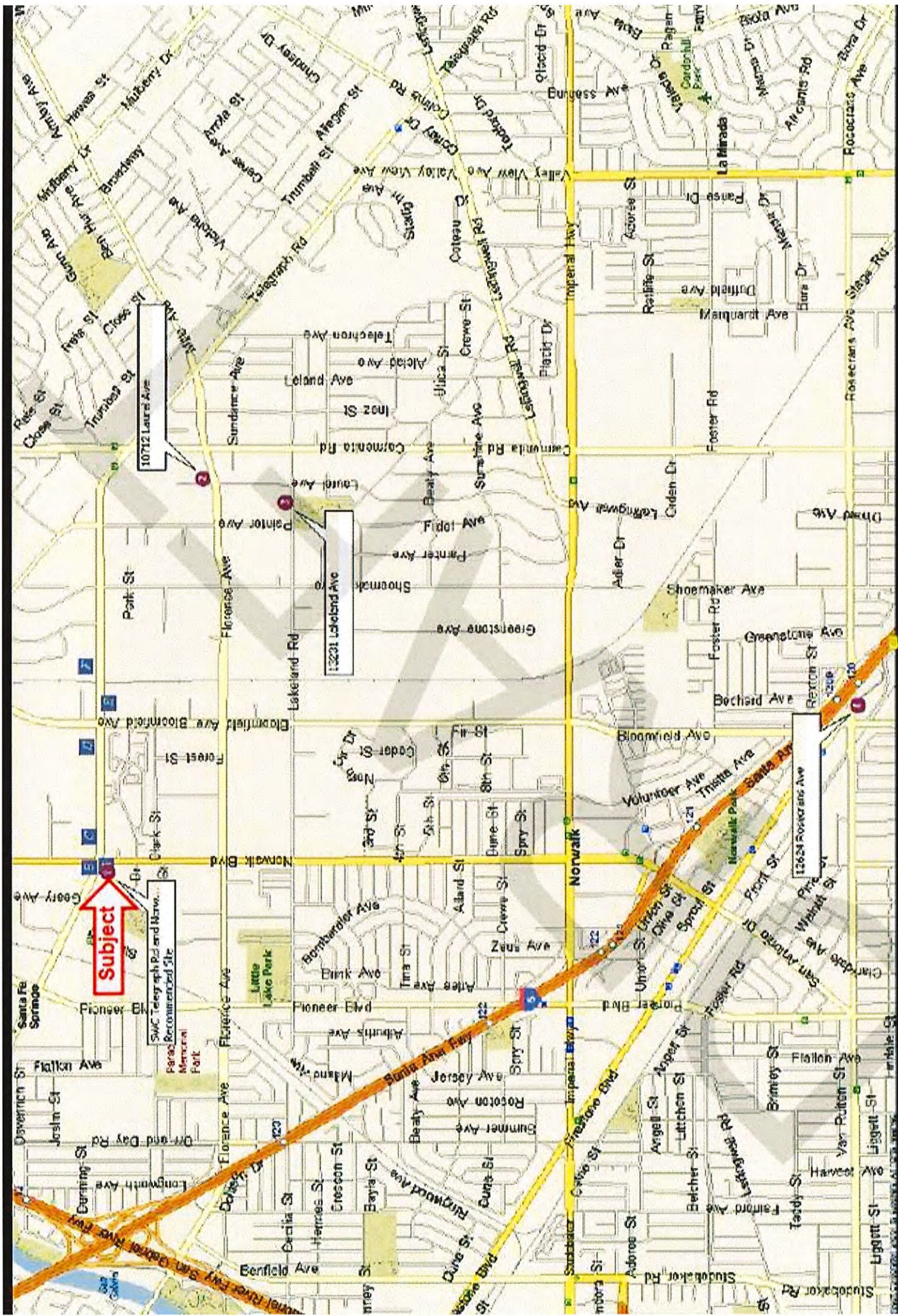
There is no infrastructure impact to the City's General Fund associated with extending the Exclusive Negotiating Agreement.



Thaddeus J. McCormack
City Manager

Attachments:

- Exhibit - "A" Potential Sites Map
- Hotel Criteria - Exhibit "B"
- Right-Of-Entry Agreement - Exhibit "C"
- Amended and Restated Exclusive Negotiating Agreement-Exhibit "D"



Potential Sites Map

EXHIBIT "B"

Hotel Criteria

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

EXHIBIT "C"

RIGHT OF ENTRY PERMIT

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

RECITALS

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

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

RIGHT OF ENTRY PERMIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Developer:

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

To City:

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

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

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

APPROVED BY:

CITY OF SANTA FE SPRINGS

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER
Dellan 1 Inc., Mike Patel
A California corporation

By: Mike Patel
Its: CEO
Date: _____

AND

Sharad R. Patel

Sharad R. Patel

EXHIBIT "D"

AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT

THIS AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT (this "Agreement") is made and entered into as of May 25, 2017 (the "Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a Municipal Corporation ("City"), and Dellan 1 Inc., Mike Patel, a California corporation and Sharad R. Patel (collectively, "Developer"). This Agreement supersedes the original agreement between the parties, dated November 10, 2016.

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. Nondiscrimination. Developer covenants for itself and all persons claiming under or through it, that in Developer's performance of this Agreement that Developer shall not discriminate against any person or group of persons on account of any impermissible classification including

but not limited to race, color, creed, gender, sexual orientation, religion, marital status, national origin, or ancestry.

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

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

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

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

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

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

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

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

AA. Waivers. No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach or such provision, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act or any waiver of any provision of this Agreement shall

be enforceable against City or Developer, unless made in writing and executed by both City and Developer.

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

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

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

CITY OF SANTA FE SPRINGS

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER
Dellan 1 Inc., Mike Patel
A California corporation

By: Mike Patel
Its: CEO

Date: _____

AND

Sharad R. Patel

Sharad R. Patel

EXHIBIT "A"



EXHIBIT "B"

Hotel Criteria

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

EXHIBIT "C"

RIGHT OF ENTRY PERMIT

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

RECITALS

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

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

RIGHT OF ENTRY PERMIT

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

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

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

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

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

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

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

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

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

The countersigned certificate, along with the additional insured endorsement, shall state: "The City of Santa Fe Springs, its officers, agents and employees are named as additional

insureds under this policy. This insurance is primary to the coverage of the City of Santa Fe Springs. Neither the City nor any of its insurers shall be required to contribute to any loss. This policy contains a severability of interest clause. The issuing company shall mail thirty (30) calendar days advance notice to the City of any policy cancellation, termination or reduction in the amount of coverage.”

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

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

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

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

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

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

11. Hazardous Materials. Except for the extractions and removal of soil samples from the Site as defined in the Investigation, which soil samples may or may not contain hazardous

materials as defined herein below, no Developer Party shall store, transport upon or handle in any manner at any time hazardous materials or substances upon the Site. For purposes of this Permit,

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

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

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

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

15. Condition of Site Upon Termination. Upon the occurrence of i) the Termination

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

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

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

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

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

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

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

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

APPROVED BY:

CITY OF SANTA FE SPRINGS

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER
Dellan 1 Inc., Mike Patel
A California corporation

By: Mike Patel
Its: CEO
Date: _____

AND

Sharad R. Patel

Sharad R. Patel



City of Santa Fe Springs

City Council Meeting

May 25, 2017

PRESENTATION

Recognition of 60th Anniversary Celebration Sponsors

RECOMMENDATION

That the City Council recognize the 60th Anniversary Event Sponsors.

BACKGROUND

The City's 60th Anniversary Celebration was held on Saturday, May 6, 2017. The day-long celebration included three event components: 5K Fun Run/Walk, Grand Community Parade, and Birthday Bash.

5K Fun Run/Walk

The race began at 7:00 a.m. Despite the inclement weather, 1,167 runners participated on race day, out of the nearly 1,500 who registered. Each participant received a timed race-bib, t-shirt and participant medal. The awards ceremony recognized the overall race winners as well as winners in the 9 different age categories for both men and women.

Grand Parade

The Grand Community Parade was held at 10:00 a.m., with 60 entries and over 1,200 participants. The parade, which was led by Grand Marshal Major General Kevin Kuklok, began at Santa Fe High School and concluded at Soaring Dreams Plaza. The parade route traversed a large section of the residential community.

Birthday Bash

The evening culminated with a Birthday Bash at the Town Center Plaza, consisting of 24 community-based organizations, nine food trucks and the Firemen's Association-ran "Bomberos Cantina", as well as various entertainment acts from our local schools that included Kimberly Garcia, Alyssa Rios, the Glitz dance group, Santa Fe High's Jazz Ensemble, and concluding with MestizoLA. The big success of the evening was the Kid's Zone, which consisted of several inflatable obstacle courses, a rock wall, games and crafts. The kids and families really enjoyed the bubbles, balloon artist, stilt walker and magician. It is estimated that a total of 500 attendees participated throughout the evening, with the majority of participants enjoying the kid's zone area.

Overall, the 60th Anniversary Celebration was a major success with thousands of residents and visitors from the surrounding communities participating. Much of the success can be directly attributed to the sponsors that made this event possible. Without the support of monetary and in-kind donations, the 60th Anniversary would not have been as well received. Tonight we would like to recognize all the sponsors that made contributions to the event.

Report Submitted By: Maricela Balderas, Director
Department of Community Services

Date of Report: May 19, 2017

ITEM NO. 13A



City of Santa Fe Springs

City Council Meeting

May 25, 2017

Monetary Sponsors

Bumblebee Seafoods	\$1,000.00
Gabriel Container	\$ 250.00
Gremer Machine & Tool	\$ 100.00
L.A. CADA	\$ 500.00
PIH Health	\$1,000.00
Republic Services	\$1,000.00
Rose Hills	\$ 500.00

In-Kind Sponsors

Downey Wholesale, Inc.	\$ 500.00
Central Basin Municipal Water District	\$ 500.00
Santa Fe Springs Chamber of Commerce	\$1,000.00
Starbucks	\$1,000.00
RAD Customs Signs	\$1,000.00

Total Monetary Donations: \$4,350.00

Total In-Kind Donations: \$4,000.00

TOTAL DONATIONS: \$8,350.00

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

FISCAL IMPACT

Monetary and in-kind event sponsorships totaling \$8,350.00.

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

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

May 25, 2017

PRESENTATION

Recognition of 2017 SFS Art Fest Sponsors

RECOMMENDATION

That the City Council recognize the 2017 SFS Art Fest event sponsors.

BACKGROUND

The City of Santa Fe Springs hosted its 5th annual SFS Art Fest event on Friday, May 12, 2017 at the Clarke Estate. The event consisted of 258 artists, 44 artist vendors, and 10 local food vendors. The event's featured artists were Pola Lopez, David Botello, Wayne Healy, and Roberto Chavez. The evening consisted of various entertainment and art live installations.

Guests were welcomed with an ambience of art, color and props. Newly added event features included lighting in the sculpture garden, large art sculptures in the pool area, and a paint and wine component for participants to paint their own canvas. Large art sculptures were also placed throughout the entire venue and mural canvases were hung along the driveway area for an enjoyable visual effect.

The 2017 SFS Art Fest would not have been possible without the City Council and Heritage Arts Advisory Committee (HAAC)'s support, not to mention the tremendous generosity of numerous businesses, residential donors, donations from local schools, service clubs, and community organizations. Tonight, we wish to thank these sponsors who generously provided monetary and in-kind support and made the 2017 SFS Art Fest one of the very best, not only in Santa Fe Springs but throughout the surrounding communities.

MONETARY SPONSORS

Title Sponsor

Los Angeles County Board of Supervisor, Janice Hahn	\$ 7,500.00
--	-------------

Gold Sponsors

CJ Construction	\$ 2,000.00
Pacific Tent	\$ 2,500.00
Marvel Entertainment	\$ 3,000.00

Silver Sponsors

Community Bank	\$1,000.00
Serv-Wel Disposal & Recycling	\$1,000.00
Triangle Distribution	\$1,000.00
RAD Customs Signs	\$1,000.00

Report Submitted By: Maricela Balderas, Director
Department of Community Services

Date of Report: May 19, 2017

ITEM NO. 13B



City of Santa Fe Springs

City Council Meeting

May 25, 2017

Bronze Sponsors

Santa Fe Springs Firefighters Association	\$ 500.00
Simpson Advertising, Inc.	\$ 500.00
Santa Fe Springs Swap Meet	\$ 500.00
Republic Services	\$ 500.00

Community Sponsors

Mr. & Mrs. Moore	\$ 250.00
Laurie Rios	\$ 250.00
Friendly Hills Bank	\$ 250.00

In-kind Sponsors

Young's Market
Majestic Marketing
US Foods
King Richard's Antique Center
Crepes & Grapes
Agua Water
Hangar 24

Total monetary donations: \$ 21,750.00

Total in-kind donations: \$ 6,500.00

TOTAL DONATIONS: \$ 28,250.00

The Mayor may wish to call on Ed Ramirez, Family & Human Services Manager to assist with the presentation.

FISCAL IMPACT

Monetary and in-kind event sponsorships totaling \$28,750.00.

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

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

May 25, 2017

PROCLAMATION

Proclaiming May 31, 2017 as "National Senior Health & Fitness Day" in the City of Santa Fe Springs

RECOMMENDATION

That City Council proclaim May 31, 2017 "National Senior Health & Fitness Day" in the City of Santa Fe Springs.

BACKGROUND

National Senior Health & Fitness Day is the nation's largest older adult health and wellness event, always celebrated on the last Wednesday in May as part of *Older Americans Month* and *Physical Fitness and Sports Month* activities. This year will mark the 24th year this day is recognized and it is set for Wednesday, May 31, 2017 with this year's theme "With movement...there's improvement."

On this day, 100,000+ seniors will participate in local events at more than 1,000 locations across the U.S. attending a variety of events and celebrations at local senior centers, retirement communities, area agencies on aging and other local aging groups.

At the Gus Velasco Neighborhood Center, we will be celebrating the day with a number of fitness oriented activities to include massages provided by medical group Applecare. The day will begin with healthy fruits and snacks available for all participants. Morning stretches and exercises will be led by our trained staff and a speaker series led by geriatric doctors will talk about strength and mobility for seniors.

The Mayor may wish to call upon Carlos Mendoza, Community Services Supervisor to assist with the proclamation


Thaddeus McCormack
City Manager

Attachment

2017 National Senior Health & Fitness Day Proclamation

WHEREAS, the City of Santa Fe Springs Health & Wellness Initiative promotes healthy eating and active living and provides opportunities for persons of all ages to improve their overall health through fitness, nutrition, education and programming; and

WHEREAS, the City of Santa Fe Springs Gus Velasco Neighborhood Center's Older Adult Services Program will be joining more 100,000 adults nationwide, as we celebrate this day on **Wednesday, May 31, 2017**. The theme for this day: "With Movement...There's Improvement"; and

WHEREAS, the Gus Velasco Neighborhood Center would like to extend a challenge to the community to make a commitment today to make a move to a better health;

NOW, THEREFORE, be it resolved that I, William K. Rounds, Mayor of the City of Santa Fe Springs, proclaim May 31, 2017 as

"National Senior Health & Fitness Day"

to promote, encourage, and help keep our older Americans healthy and fit for many generations to come.

DATED this 25th day of May 2017

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

May 25, 2017

PRESENTATION

To the City Council by Lake Center Middle School

RECOMMENDATION

The Mayor may wish to call upon Lake Center Middle School teacher, Jennifer Conforti, to assist with the presentation.

BACKGROUND

Each year, Lake Center Middle School 8th grade students participate in a trip to Washington D.C. to gain a better understanding of our nation's heritage and the federal government. This year, 92 eighth grade students participated in the eight day trip which was held during their Spring break.

This educational trip included visits to many historic sites and government institutions such as the Capitol, the Pentagon, and the Vietnam and Iwo Jima Memorials, among other sites.

Ms. Conforti and the 8th grade students are in attendance at tonight's Council meeting to thank the City Council for their support and share their learning experience.


Thaddeus McCormack
City Manager

Attachment(s)

None.



PRESENTATION

Introduction of the 2017 Memorial Scholarship Program Recipients

RECOMMENDATION

Staff recommends that the City Council:

- To call upon Maribel Garcia, Senior Management Assistant

BACKGROUND

The Memorial Scholarship Program began in the year 1985, primarily through the efforts of Ms. Thelma Montgomery, the former Principal of Santa Fe High School, in an effort to remember and celebrate the contributions and legacy of Councilmember Armando Mora. Through the years, the program has expanded to include two additional Councilmembers who have also passed away: Lorenzo Sandoval and Albert L. Sharp. This year, the Memorial Scholarship Program celebrates its 32nd anniversary by continuing to recognize outstanding young men and women in our community who wish to fulfill their dream of continuing their education beyond high school.

The three Memorial Scholarships each present two recipients with an award of \$1,750 to be used towards the cost of their college education. Students applying for the Memorial Scholarships must meet the basic requirements: 1) Reside in the City of Santa Fe Springs; 2) be a senior in high school attending Santa Fe, St. Paul, or Pioneer High Schools; and 3) currently maintain a 3.0 grade point average (GPA). In addition, the Memorial Scholarships each have a particular area of focus as determined by the respective families, as follows:

Armando Mora Memorial Service Scholarship

The Armando Mora Service Memorial Scholarship identifies high school seniors attending Santa Fe, St. Paul, or Pioneer High Schools who maintain above average grades while providing and promoting outstanding service to their high school and community. The aspects of service to community and education was of particular interest to Councilmember Mora as he dedicated himself to serving his community and promoted youth development through service to others.

Lorenzo Sandoval Memorial Athletic Scholarship

The Lorenzo Sandoval Athletic Memorial Scholarship rewards Santa Fe High School seniors who work diligently to maintain a 3.0 or better GPA and are participants in varsity athletics. Not only must the applicants play on a team, but they must also be leaders and describe their leadership traits and how they came to foster and utilize them. High school athletics was a genuine love of Councilmember Sandoval as he was a high school principal and promoted athletic involvement by community youth throughout the City.



City of Santa Fe Springs

City Council Meeting

May 25, 2017

Albert L. Sharp Memorial Scholarship

The Albert L. Sharp Memorial Scholarship seeks to identify and reward Santa Fe High School seniors who are not only strong performers in the classroom, but found personal growth and development through participation in varsity athletics and who are also dedicated to improving their school through involvement in service groups, clubs, and/or student government.

A total of fifteen applicants were interviewed by the respective representatives of the Memorial Scholarships' families with the support of Mayor Rounds, Mayor Pro Tem Sarno, and Councilmember Trujillo, as well as representatives from Santa Fe and St. Paul High Schools. The final candidate interviews were conducted on May 3rd, and May 17th.

The recipients, along with their families and high school administrators, have been invited to tonight's meeting to be recognized for their academic accomplishments, athletic achievements, leadership, and service to the community.

The Mayor may wish to call upon Maribel Garcia, Senior Management Assistant, who also served as the Program Coordinator for the Memorial Scholarship Program, to assist with the presentation of the Memorial Scholarship recipients.

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

Thaddeus McCormack
City Manager

Attachment:

None



City of Santa Fe Springs

City Council Meeting

May 25, 2017

PRESENTATION

Chamber of Commerce Youth Enrichment Fund Poster Contest Winners and Destiny Scholarship/Powell Grant Recipients

RECOMMENDATION

That the City Council call upon the Santa Fe Spring Chamber of Commerce Representative.

BACKGROUND

The Santa Fe Springs Chamber's Youth Fund held a poster contest for students in grades 5-8th asking them to research careers they are interested in. Chamber representatives will be introducing the winners along with the scholarship winners for the Destiny Scholarship and the Powell Grant Recipients.

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

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

May 25, 2017

PRESENTATION

Recognition of Giovanna Wheels on their 20th Year in Santa Fe Springs

RECOMMENDATION

That the City Council recognize Giovanna Wheels.

BACKGROUND

In 1997, Giovanna Wheels, set out to redefine the modern luxury wheel. From engineering to design and manufacturing, Giovanna Wheels has been redefining the landscape of modern luxury wheel craftsmanship. Every year, their iconic aftermarket wheel designs have long been at the forefront of the wheel industry. They truly have "set the bar", with over a million cars, trucks and SUV's on the road displaying their wheels.

Tonight, representatives from Giovanna Wheels have been invited to the Council meeting to be recognized on their 20th anniversary of doing business in Santa Fe Springs.

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

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

May 25, 2017

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	1	Trujillo
Family & Human Services	1	Moore
Historical	1	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	1	Rounds
Parks & Recreation	2	Sarno
Parks & Recreation	1	Trujillo
Parks & Recreation	2	Zamora
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	1	Sarno
Senior Citizens	4	Trujillo
Senior Citizens	1	Zamora
Sister City	2	Rounds
Sister City	3	Sarno
Sister City	2	Trujillo
Sister City	2	Zamora
Youth Leadership	1	Moore
Youth Leadership	1	Sarno
Youth Leadership	1	Trujillo
Youth Leadership	3	Zamora

Applications Received: None.

Recent Actions: None.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Report Submitted by: Janet Martinez
City Clerk

Date of Report: May 19, 2017
ITEM NO. 14

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Frank Aguayo Sr.
Rudy Legarreta Jr.

Planning Commission

Senior Citizens Advisory

Frank Aguayo Sr.

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Vacant	(16)
	Vacant	(17)
	Guadalupe Placencia	(17)
	Vacant	(17)
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(17)
	Joseph Saiza	(17)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Amas	(17)
	Marlene Vernava	(17)
	Vacant	(17)
Sarno	Vacant	(18)
	Irene Pasillas	(18)
	Vacant	(18)
	May Sharp	(17)
	Vacant	(17)
Trujillo	Mary Jo Haller	(18)
	Nora Walsh	(18)
	Margaret Bustos*	(18)
	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	Vacant	(18)
	Martha Villanueva	(17)
	Margaret Bustos*	(17)
Zamora	Gaby Garcia	(18)
	Tina Delgado	(17)
	Gilbert Aguirre	(17)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(17)
	Peggy Radoumis	(17)
Sarno	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(17)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(17)

Organizational Representatives:
(Up to 5)

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

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members
6 Non-Voting Members

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

Committee Representatives

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

Council/Staff Representatives

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

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

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

Membership: 20

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

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(18)
	Adrian Romero	(17)
	William Logan	(17)
	Ralph Aranda	(17)
	Kurt Hamra	(17)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Vacant	(18)
	Sally Gaitan	(17)
	Vacant	(17)
Rounds	Kenneth Arnold	(18)
	Vacant	(18)
	Johana Coca*	(18)
	Tim Arnold	(17)
	Mark Scoggins*	(17)
Sarno	Vacant	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(17)
	Vacant	(18)
	David Diaz-Infante	(17)
Trujillo	Vacant	(18)
	Andrea Lopez	(18)
	Vacant	(17)
	Anthony Ambra	(17)
	Araceli Miranda	(17)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

PLANNING COMMISSION

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

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

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(18)
	Vacant	(18)
	Paul Nakamura	(18)
	Astrid Shesterkin	(17)
	Vacant	(17)
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(17)
	Vacant	(17)
Rounds	Vacant	(18)
	Bonnie Fox	(18)
	Gilbert Aguirre	(17)
	Lorena Huitron	(17)
	Janis Aguirre	(17)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(17)
	Vacant	(17)
	Vacant	(17)
Trujillo	Vacant	(18)
	Vacant	(18)
	Vacant	(18)
	Margaret Bustos*	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Laure Rios	(18)
	Mary K. Reed	(17)
	Peggy Radcume	(17)
	Francis Carbajal	(17)
Zamora	Charlotte Zevallos	(18)
	Josefina Canchola	(18)
	Vacant	(17)
	Doris Yarwood	(17)
	Vacant	(17)
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Robert Wolfe	(18)
	Vacant	(17)
	Vacant	(17)
Sarno	Jeannette Wolfe	(18)
	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Cathy Guerrero	(17)
Trujillo	Vacant	(18)
	Andres Lopez	(18)
	Dolores H. Romero*	(17)
	Marcella Oregon	(17)
	Vacant	(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

Johana Coca

Sarno

Alma Martinez

Trujillo

Greg Berg

Zamora

Nancy Romo

YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Richard Aguilar	(17)
	Evony Reyes	(18)
	Zachary Varela	(17)
	Vacant	(17)
	Giovanni Sandoval	(18)
Zamora	Metztli Mercado-Garcia	(17)
	Vacant	(17)
	Vacant	(18)
	Vacant	(18)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(17)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(17)
Sarno	Vacant	(18)
	Rafael Gomez	(17)
	Ivan Aguilar	(18)
	Jennifer Centeno Tobar	(18)
Trujillo	Paul Legarreta	(17)
	Ionnis Panou	(18)
	Vacant	(17)
	Amber Marquez	(18)