

AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

> January 10, 2019 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

John Mora, Councilmember Annette Rodriguez, Councilmember Joe Angel Zamora, Councilmember William K. Rounds, Mayor Pro Tem Juanita Trujillo, Mayor

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

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting. Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

1. | CALL TO ORDER

2. ROLL CALL

John Mora, Councilmember Annette Rodriguez, Councilmember Joe Angel Zamora, Councilmember William K. Rounds, Mayor Pro Tem Juanita Trujillo, Mayor

CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to California Government Code Section 54956.9(d)(1))

Case Information: CalPERS Case No. 2017-0586 and also identified by Office of Administrative Hearings (OAH) Case No. 2017120843

CLOSED SESSION

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Pursuant to California Government Code Section 54956.9(d)(2))

Number of Potential Cases: Three (3) – Correspondence received regarding CalPERS claims.

CLOSED SESSION

5. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8069-006-004 for the property located at 14156 Rosecrans Ave., Santa Fe Springs, CA 90670 and 8061-017-013 for the property located at 14207 Rosecrans

Ave., La Mirada, CA 90638

Agency Negotiator: Public Works Director

Negotiation Parties: Tabello Brothers, Inc. and Transcendent Properties LLC

Under Negotiation: Price and Terms for the Sale of Property

HOUSING SUCCESSOR

6. CONSENT AGENDA

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

Minutes of the December 13, 2018 Housing Successor Meeting

Recommendation: That the Housing Successor:

Approve the minutes as submitted.

SUCCESSOR AGENCY

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.

Minutes of the December 13, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency:

· Approve the minutes as submitted.

CITY COUNCIL

8. CONSENT AGENDA

9.

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.

Minutes of the December 6 and 13, 2018 Special and Regular City Council Meetings

Recommendation: That the City Council:

• Approve the minutes as submitted.

PUBLIC HEARING - ORDINANCE FOR INTRODUCTION

Adoption of Negative Declaration – Ordinance No. 1097

An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1097 and thereafter, close the Public Hearing; and
- Find and determine that subject Development Agreement is consistent with the City's General Plan; and
- Approve and adopt the proposed Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and
- Pass the first reading of Ordinance No. 107, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2018) by and between the City of Santa Fe Spring and Outdoor Associates, LLC.

ADOPTION OF ORDINANCE

Ordinance No. 1095 – An Ordinance of the City of Santa Fe Springs Amending Section 130.04(B) (Unlawful Conduct Within a Park) of Chapter 130 (General Provisions) of Title XIII (General Offenses) of the Santa Fe Springs Municipal Code with the Revision of Subsection 18 (Gathering of 50 or more Persons) and the Additions of Subsection 23 and 24 (Canopy Use) to Regulate the Use of the Parks

Recommendation: That the City Council:

 Move to read by title only, waive further reading and adopt Ordinance No. 1095.

City of Santa Fe Springs

Regular Meetings

January 10, 2019

NEW BUSINESS

11. <u>Santa Fe Springs Athletic Fields Picnic Shelter – Trellis Replacement Project – Final Payment</u>

Recommendation: That the City Council:

- Approve the Final Payment (less 5% Retention) to Corral Construction & Development Inc. of Commerce, California in the amount of \$37,608.60 for the subject project.
- 12. <u>Storm Drain Easement Located at 13060 Firestone Boulevard, Santa Fe Springs –</u> Quitclaim Deed Approval

Recommendation: That the City Council:

- Approve the Quitclaim Deed of a Storm Drain Easement, located at 13060 Firestone Boulevard, Santa Fe Springs, to Daniel H. and Diana J. Traen; and
- Authorize the Mayor to execute the necessary documents to have the Quitclaim Deed recorded with the Los Angeles County Recorder's Office.
- 13. Approval of Traffic Signal Box Fire-Rescue Department 60th Anniversary Theme Recommendation: That the City Council:
 - Approve the art rendering by artist Candace Galvan for the Fire-Rescue 60th
 Anniversary traffic signal box, and authorize staff to compensate Candace
 Galvan as part of this traffic signal box art project.
- **14.** Approval of Personnel Modifications

Recommendation: That the City Council:

- Approve the classification specification changes for the following positions: Code Enforcement Officer, Pubic Safety Officer, Program Coordinator, Recreation Specialist, Utility Services Manager, Water Utility Worker, and Water Utility Lead Worker.
- Eliminate the current Community Services Specialist position and replace the current Recreation Specialist title with Community Services Specialist.
- Reclassify one Account Clerk III position to one Account Clerk I position.
- 15. Approval of Agreements with the California Department of Tax and Fee Administration for the Implementation of a Local Transactions and Use Tax

Recommendation: That the City Council:

- Adopt Resolution No. 9618 authorizing the Mayor to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax.
- Adopt Resolution No. 9619 authorizing the examination of transactions and use tax records.
- Appropriate \$175,000 from General Fund Reserves for CDTFA preparatory costs necessary to prepare to administer and operate a transactions and use tax.

Please note: Item Nos. 16 – 25, will commence at the 7:00 p.m. hour.

- 16. INVOCATION
- 17. PLEDGE OF ALLEGIANCE
- 18. INTRODUCTIONS
 - Representatives from the Chamber of Commerce
- 19. ANNOUNCEMENTS
- 20. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
- 21. PRESENTATIONS
 - a. Introduction of New Finance and Administrative Services Employee, Human Resources Analyst, Juan Cerda
 - b. Recognition of 2018 Tree Lighting Ceremony Event Sponsors
 - c. Recognition of 2018 Christmas Home Decorating Contest Winners
- 22. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
 - a. Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations
 - b. Advisory Committee Appointments
- 23. ORAL COMMUNICATIONS This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.
- 24. COUNCIL COMMENTS
- 25. ADJOURNMENT

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

Janet Martinez, CMC, City Clerk

<u>January 7, 2019</u>

Date

FOR ITEM NO. 6 PLEASE SEE ITEM NO. 8

FOR ITEM NO. 7 PLEASE SEE ITEM NO. 8



City Council Meeting

January 10, 2019

APPROVAL OF MINUTES

Minutes of the December 6 and 13, 2018 Special and Regular City Council Meetings

RECOMMENDATION

Staff recommends that the City Council:

• Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- December 6, 2018
- December 13, 2018

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

amed Kluy

Attachment:

Minutes for December 6, 2018 Minutes for December 13, 2018



MINUTES OF THE MEETING OF THE CITY COUNCIL

December 6, 2018

1. CALL TO ORDER

Mayor Sarno called the meeting to order at 6:02 p.m.

2. ROLL CALL

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

Members absent: None

CITY COUNCIL

3. NEW BUSINESS

Certification of the November 6, 2018 General Municipal Election

Recommendation: That the City Council:

- Receive and file the Certificate of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk
- Waive reading in full and adopt Resolution No. 9612 of the City Council of the City of Santa Fe Springs reciting the fact of the General Municipal Election held on November 6, 2018, declaring the results, and such other matters as provided by law.

It was moved by Council Member Moore, seconded by Council Member Zamora to receive and file the Certificate of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk and waive reading in full and adopt Resolution No. 9612 of the City Council of the City of Santa Fe Springs reciting the fact of the General Municipal Election held on November 6, 2018, declaring the results, and such other matters as provide by law, by the following vote:

Ayes:

Moore, Rounds, Zamora, Trujillo, Sarno

Naves:

None

Absent:

None

4. PRESENTATIONS

Recognition of Council Member Richard Moore

The following agencies made a few comments:

- City of Whittier, Mayor Joe Vinatieri
- Field Representative, Juan Carlos Guerrero from the office of Assembly Majority Leader Ian C. Calderon

- City of Downey, Mayor Sean Ashton
- City of Norwalk, Vice Mayor Margarita Rios
- Little Lake City School District Superintendent Dr. Crean
- Santa Fe Springs Chamber of Commerce
- Whittier Police Department Captain Mike Davis

Fire Chief Brent Hayward made a few comments.

Director of Public Works, Noe Negrete made a few comments.

City Manager Raymond R. Cruz made a few comments.

Council members Zamora, Rounds, Mayor Pro Tem Trujillo and Mayor Sarno made a few comments.

5. ADJOURNMENT

Mayor Sarno adjourned the meeting at 7:09 p.m. in memory of Pete Vallejo.

ATTEST:	Juanita Trujillo Mayor
Janet Martinez City Clerk	 Date



MINUTES OF THE MEETINGS OF THE CITY COUNCIL

December 13, 2018

1. CALL TO ORDER

Mayor Trujillo called the meeting to order at 6:02 p.m.

2. ROLL CALL

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

Members absent: None

3. Administration of Oath of Office and Presentation of Certificates of Election

City Clerk Janet Martinez administered the Oath of Office to the newly elected Councilmembers: John Mora, Annette Rodriguez and incumbent Juanita Trujillo. Also presented each with a Certificate of Election.

All newly elected Council Members spoke briefly and thanked their family and supporters for their efforts to place them in office.

4. Installation of Mayor and Mayor Pro Tem

Juanita Trujillo declared the office of the Mayor to be vacant and opened the floor for nominations. Council Member Zamora nominated Juanita Trujillo for Mayor, it was seconded by William Rounds, no other nominations were made. Nominations were closed. The City Clerk stated that Juanita Trujillo had been nominated for Mayor.

Mayor Trujillo declared the office of the Mayor Pro Tem to be vacant and opened the floor for nominations. Mayor Trujillo nominated William K. Rounds, it was seconded by John Mora. A second nomination was made Council Member Rodriguez nominated Joe Angel Zamora, it was seconded by Council Member Zamora. Nominations were closed. Roll call was taken, with a vote of 3-2; William K. Rounds had been nominated for Mayor Pro Tem.

PUBLIC FINANCING AUTHORITY

5. CONSENT AGENDA

Approval of Minutes

a. <u>Minutes of the November 8 and 20, 2018 Public Financing Authority Meeting</u> **Recommendation:** That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

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

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

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, approving Item No. 5A, and 5B, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

WATER UTILITY AUTHORITY

6. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the November 8 and 20, 2018 Water Utility Authority Meeting
 - Recommendation: That the Water Utility Authority:Approve the minutes as submitted.

Monthly Reports

b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa</u> Fe Springs Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority:

- Receive and file the report.
- c. <u>Status Update of Water-Related Capital Improvement Projects</u>

Recommendation: That the Water Utility Authority:

Receive and file the report.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, approving Item No. 6A, 6B, & 6C, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

HOUSING SUCCESSOR

CONSENT AGENDA

7. <u>Minutes of the November 8 and 20, 2018 of the Housing Successor Agency</u> **Recommendation:** That the Housing Successor approve the minutes as submitted.

It was moved by Mayor Pro Tem Rounds, seconded by Mayor Trujillo, approving the minutes as submitted, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

SUCCESSOR AGENCY

8. CONSENT AGENDA

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

Approval of Minutes

Minutes of the November 8 and 20, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency:

Approve the minutes as submitted.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to approve the minutes as submitted, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

9. NEW BUSINESS

 Resolution No. SA-2018-005 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 19-20) for the Period July 1, 2019 through June 30, 2020

Recommendation: That the Successor Agency adopt Resolution No. SA-2018-005.

b. Resolution No. SA-2018-006 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2019 through June 30, 2020

Recommendation: That the Successor Agency adopt Resolution No. SA-2018-006.

Finance Director, Travis Hickey provided a brief presentation.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, approving Item No. 9A and 9B, by the following vote:

Aves: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

CITY COUNCIL

10. CONSENT AGENDA

a. Minutes of the November 8, 2018 and November 20, 2018 City Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.
- b. Quarterly Treasurer's Report of Investments for the Quarter Ended June 30, 2018.

Recommendation: That the City Council:

Receive and file the report.

c. Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2018.

Recommendation: That the City Council:

- Receive and file the report.
- d. Authorize the Disposal of Surplus Equipment by Way of Public Auction

Recommendation: That the City Council:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2017-18.
- e. <u>Community Facilities District No. 2004-1 (Bloomfield-Florence) Annual Special Tax</u> Levy Report for Fiscal Year 2017/18

Recommendation: That the City Council:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2017-18.
- f. <u>Community Facilities District No. 2002-1 (Bloomfield-Lakeland) Annual Special Tax</u> Levy Report for Fiscal Year 2017/18

Recommendation: That the City Council:

• Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2017-18.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, approving Item No. 10A through 10F, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

PUBLIC HEARING

11. Alcohol Sales Conditional Use Permit Case No. 76

Request for approval of Alcohol Sales Conditional Use Permit No. 76 to allow the operation and maintenance of an alcoholic beverage use involving the warehousing and distribution of alcoholic beverages at Harbor Distribution located at 11204 Norwalk Boulevard within the Heavy Manufacturing (M-2) (Harbor Distribution, LLC)

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 76, and thereafter close the Public Hearing.
- Approve Alcohol Sales Conditional Use Permit Case No. 76 subject to the conditions of approval contained as "Exhibit A" in Resolution No. 9611.
- Adopt Resolution 9611, which incorporates the Planning Commission's findings and action regarding this matter.

Public Hearing opened at 6:39 p.m.

There was not one present from the audience to speak on Item No. 11.

Public Hearing closed at 6:39 p.m.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, approving Alcohol Sales Use Permit Case No. 76, and thereafter close the Public Hearing, approving Alcohol Sales Conditional Use Permit Case No. 76 subject to the conditions of approval contained as "Exhibit A" in Resolution No. 9611 and adopting Resolution No. 9611, which incorporates the Planning Commission's finding and action regarding this matter, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

INTRODUCTION OF ORDINANCE

12. Ordinance No. 1095 – An Ordinance of the City of Santa Fe Springs Amending Section 130.04(B) (Unlawful Conduct Within a Park) of Chapter 130 (General Provisions) of Title XIII (General Offenses) of the Santa Fe Springs Municipal Code with the Revision of Subsection 18 (Gathering of 50 or more Persons) and the Additions of Subsection 23 and 24 (Canopy Use) to Regulate the Use of the Parks

Recommendation: That the City Council:

Read by title only, waive further reading and introduce Ordinance No. 1095.

It was moved by Council Member Mora, seconded by Mayor Pro Tem Rounds, to reading by title only, waiving further reading and introducing Ordinance No. 1095, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

NEW BUSINESS

Approval of Memorandums of Understanding (MOU) between with the City of Santa Fe Springs and the City of Santa Fe Springs General City Employees Association (SFSCEA) and the City of Santa Fe Springs Firefighters Association (SFSFFA)

Recommendation: That the City Council:

- Approve the FY 2018-19 Memorandum of Understanding with the SFSCEA.
- Approve the FY 2018-19 Memorandum of Understanding with the SFSFFA.

It was moved by Council Member Zamora, seconded by Council Member Mora, approving the FY 2018-19 Memorandum of Understanding with the SFSCEA, and approving the FY 2018-19 Memorandum of Understanding with the SFSFFA, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

- 14. Adoption of New Salary Schedule Hourly Employee Minimum Wage Modifications Recommendation: That the City Council:
 - Adopt the new salary schedule, effective December 24, 2018, for impacted

hourly employees to comply with California minimum wage requirements.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to adopt the new salary schedule, effective December 24, 2018 for impacted hourly employees to comply with California minimum wage requirements, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

15. Street and Parking Lot Lighting LED Retrofit Evaluation – Award of Contract

Recommendation: That the City Council:

- Accept the Proposals to provide a Street and Parking Lot Lighting LED Retrofit Evaluation;
- Award a Contract to Tanko Lighting from San Francisco, California;
- Authorize the Mayor to execute a contract with Tanko Lighting in the amount of \$20,370.90; and
- Appropriate \$21,000 from the Utility Users Tax (UUT) Capital Improvements Fund for Activity No. PW190002.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to accept the proposals to provide a Street and Parking Lot Lighting LED Retrofit Evaluation; award a contract to Tanko Lighting from San Francisco, California; authorize the Mayor to execute a contract with Tanko Lighting in the amount of \$20,370.90; and appropriate \$21,000 from the Utility Users Tax (UUT) Capital Improvements Fund for Activity No. PW190002, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

16. <u>City Hall Public Counters and Accessibility Improvements Project – Authorization to Advertise Request for Bids</u>

Recommendation: That the City Council:

 Authorize the Director of Public Works to advertise a Request for Bids to construct the City Hall Public Counters and Accessibility Improvements Project.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, authorizing the Director of Public Works to advertise a Request for Bids to construct the City Hall Public Counters and Accessibility Improvements Project, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

17. Resolution No. 9613 – Request for Parking Restriction on Romandel Avenue West of Freeman Avenue

Recommendation: That the City Council:

 Adopt Resolution No. 9613, which would prohibit parking of vehicles between 10:00 PM and 5:00 AM on both sides of Romandel Avenue from Freeman Avenue to a point 470 feet west of Freeman Avenue and on the east side of Romandel Avenue from the ninety-degree horizontal curve to a point 300 feet north of the ninety-degree horizontal curve and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, adopting Resolution No. 9613, which would prohibit parking of vehicles between 10:00 PM and 5:00 AM on both sides of Romandel Avenue from Freeman Avenue to a point 470 feet west of Freeman Avenue and on the east side of Romandel Avenue from the ninety-degree horizontal curve to a point 300 feet north of the ninety-degree horizontal curve and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

18. Resolution No. 9614 – Request for Parking Restriction during Certain Hours on Dice Road south of Altamar Place

Recommendation: That the City Council:

 Adopt Resolution No. 9614 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on the east side of Dice Road from Altamar Place to a point 225 feet south of Altamar Place and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, adopting Resolution No. 9614 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on the east side of Dice Road from Altamar Place to a point 225 feet south of Altamar Place and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

19. Resolution No. 9615 – Request for Parking Restrictions during Certain Hours along the frontage of 14422 Best Avenue

Recommendation: That the City Council:

 Adopt Resolution No. 9615 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on the east side of Best Avenue from a point 620 south of Rosecrans Avenue to a point 1,300 feet south of Rosecrans Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, adopting Resolution No. 9615 to implement a parking restriction between the hours

of 9:00 p.m. and 6:00 a.m. on the east side of Best Avenue from a point 620 south of Rosecrans Avenue to a point 1,300 feet south of Rosecrans Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

20. Resolution No. 9616 – Request for Parking Restriction along the frontage of 13208 Arctic Circle

Recommendation: That the City Council:

 Adopt Resolution No. 9616, which would prohibit parking of vehicles weighing over 6,000 pounds on the south side of Arctic Circle from a point 1400 feet east of Shoemaker Avenue to a point 1,570 feet east of Shoemaker Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, adopting Resolution No. 9616, which would prohibit parking of vehicles weighing over 6,000 pounds on the south side of Arctic Circle from a point 1400 feet east of Shoemaker Avenue to a point 1,570 feet east of Shoemaker Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

21. <u>Interstate 5 Freeway Widening/Carmenita Road Segment Amendment No. 3 with the State Department of Transportation</u>

Recommendation: That the City Council:

- Approve Amendment No. 3 to Utility Agreement No. 7UA-11565 with the State Department of Transportation; and
- Authorize the Director of Public Works to execute Amendment No. 3.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to approve Amendment No. 3 to Utility Agreement No. 7UA-11565 with the State Department of Transportation; and authorize the Director of Public Works to execute Amendment No. 3, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

21.5. Authorization to Perform Mechanical Repairs by Fire Apparatus Solutions, Inc.

Recommendation: That the City Council:

- Appropriate \$45,782 from General Fund Reserve to Activity 10431001; and
- Authorize the City Manager to execute a contract with Fire Apparatus Solutions to perform mechanical repair work and services on the City's fire

apparatus (Engine 84) in the amount, not to exceed \$45,781.99.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to appropriate \$45,782 from General Fund Reserve to Activity 10431001; and authorize the City Manager to execute a contract with Fire Apparatus Solutions to perform mechanical repair work and services on the City's fire apparatus (Engine 84) in the amount, not to exceed \$45,781.99, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None Absent: None

Mayor Trujillo recessed the meetings at 6:43 p.m. Mayor Trujillo convened the meeting at 7:00 p.m.

22. INVOCATION

Invocation was led by Council Member Rodriguez.

23. PLEDGE OF ALLEGIANCE

Kevin Guerrero student from Lakeland Elementary School led the Pledge of Allegiance.

24. INTRODUCTIONS

- Representatives from the Chamber of Commerce: Wendy Meader from Tangram Interiors, Susan Crowell from Health First Medical Group and Kathie Fink, Chamber CEO.
- School Board Members and Local Elected Members.

25. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Las Posadas, Friday, December 14, 2018 at 6:30 p.m.
- City's recognition of Milestones Celebrants
- Karaoke Event, Thursday, January 10, 2019

26. CITY MANAGER AND EXECUTIVE TEAM REPORTS

There were no reports.

27. PRESENTATIONS

There were no presentations.

28. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

a. Selection of Liaisons to Various City Committees and Representatives to

Minutes of the December 13, 2018 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

Governmental Organizations

b. Advisory Committee Appointments

Items No. 28A & 28B were continued to the next Regular Council meeting.

29. ORAL COMMUNICATIONS

Donna Brown, Santa Fe Springs resident spoke during oral communications to express her concerns.

Judge Elect Veronica Sauceda spoke during oral communications to introduce herself to the Council and Santa Fe Springs residents.

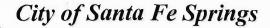
30. COUNCIL COMMENTS

All Council Members thanked their family, residents and staff for all their support and hard work. They wished everyone Happy Holidays.

31. ADJOURNMENT

Mayor Juanita adjourned the meeting at 7:28 p.m. in memory of former St. Paul High School football coach Marijon Ancich.

ATTEST:	Juanita Trujillo Mayor
Janet Martinez City Clerk	Date



City Council Meeting

January 10, 2019

PUBLIC HEARING - ORDINANCE FOR INTRODUCTION

Adoption of Negative Declaration

Ordinance No. 1097

An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

RECOMMENDATIONS

That the City Council take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1097 and thereafter, close the Public Hearing; and
- Find and determine that the subject Development Agreement is consistent with the City's General Plan; and
- Approve and adopt the proposed Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and
- Pass the first reading of Ordinance No. 1097, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

LOCATION / BACKGROUND

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

Ordinance No. 1036 improved and updated the City's existing billboard regulations, which were severely outdated and failed to anticipate and regulate 21st-century trends, such as: electronic billboards, super graphics (building wraps), and mobile billboards. Pursuant to section 155.384(A), of Ordinance No. 1036, billboards are allowed only after a valid Conditional Use Permit has first been obtained and a Developer Agreement has been approved.

In May of 2018, Ordinance No. 1092 was introduced and adopted by the City Council to amend Sections 155.383 (Definitions), 155.384 (Billboards), and 155.398 (Required Termination of Nonconforming Structures and Uses) of the City's Zoning Regulations. Ordinance No. 1092 further improved and updated the City's existing billboard regulations by including requirements such as, but not limited to: distance from a billboard to the centerline of the freeway, prohibiting a billboard from locating

Report Submitted By: Vince Velasco

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in a "Landscape Freeway", maximum advertising copy area, and screening.

It should be noted that the proposed billboard project (CUP 793, ZV 70-1 and ZV 81: Resolution No. 107-2018) was continued from the November 19, 2018 Planning Commission meeting to provide the applicant with additional time to review and comment on the Development Agreement associated with the proposed digital billboard. The proposed billboard project was presented to the Planning Commission with a recommendation for approval, on December 10, 2018. At the December 10, 2018 public hearing, the Planning Commission made a recommendation, as embodied in a resolution (Resolution 107-2018), to the City Council to adopt Ordinance No. 1097.

REQUEST

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

Conditional Use Permit

The applicant, Outdoor Associates, LLC, has requested approval of a Conditional Use Permit (CUP 793) from the Planning Commission to allow the construction and operation of a new 60-foot tall digital billboard with display area of 14' x 48' on the property located at 13530 Firestone Boulevard (APN: 7005-014-071). It should be noted that the applicant is concurrently requesting consideration and approval for an amendment to an existing Zone Variance (ZV 70-1) to modify the reduction of required parking stalls and a Zone Variance (ZV 81) to allow a v-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet. Said entitlements, as noted previously, were considered and approved by the Planning Commission at their regularly scheduled meeting on December 10, 2018. As previously mentioned, the Planning Commission made a recommendation, as embodied in a resolution (Resolution 107-2018), to the City Council to adopt Ordinance No. 1097.

Development Agreement

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

The applicant has been working with staff to finalize the terms of the Development Agreement required by Ordinance No. 1036. The attached Development

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Agreement (DA 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC represents the outcome of the negotiations.

Ordinance No. 1097, if approved by the City Council, would effectuate the Development Agreement. Said Development Agreement would set forth the rules and regulations under which the proposed billboard would be allowed.

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

- The Developer pays an annual development fee to the City to mitigate 1. potential impacts of the Development on the City and surrounding community. The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. The developer and the City agree that an annual development fee paid by the developer to the City would adequately mitigate all such potential impacts. The parties, therefore, agree that the developer shall pay an annual development fee to the City ("Development Fee"). The initial Development Fee for the Site shall be One Hundred Thousand and No/100 Dollars (\$100,000.00), and shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. If during any particular year of the Term the Alternative Development Fee calculation is higher than the Development Fee calculation with the 3% increase at the time of calculating the Revenue Report, the developer shall include along with the Revenue Report a payment corresponding to the Alternative Development Fee. Notwithstanding, all fee related criteria is outlined in Development Agreement 01-2018.
- 2. The Developer is prohibited from utilizing any of the displays on the new digital billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs", adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance.
- 3. The City Council has the right to review the Agreement annually, or may, in its sole and absolute discretion, order a special review for compliance with the Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

LEGAL NOTICE OF PUBLIC HEARING

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

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Code.

Legal notice of the Public Hearing for the proposed project, including the subject Development Agreement, was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 8, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk on December 26, 2018, and published in a newspaper of general circulation (Whittier Daily News) December 28, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

ENVIRONMENTAL DOCUMENTS

The environmental analysis provided in the Initial Study indicates that the proposed project will not result in any significant adverse impacts on the environment, therefore, the City caused to be prepared and proposed to adopt a Negative Declaration (ND) for the proposed project, including Conditional Use Permit (CUP) Case No. 793, Zone Variance (ZV) Case No. 70-1, and Zone Variance (ZV) Case No. 81. The ND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, Blodgett/Baylosis Environmental Planning. The Draft Initial Study/Negative Declaration was circulated for the required 20-day public review and comments from August 30, 2018 to September 19, 2018. The Notice of Intent to adopt the proposed Negative Declaration was posted with the Los Angeles County Clerk. A copy of the Initial Study/Negative Declaration was also mailed to responsible and trustee agencies, as well as, the surrounding cities for their review and comment. A digital copy of the Initial Study/Negative Declaration is available for viewing on the City's website.

SUMMARY

Ordinance Nos. 1036 and 1092 established standards for the installation of billboards on certain properties within the City, only after a valid Conditional Use Permit has been obtained and a development agreement approved. Since a city's exercise of its power to enter a development agreement is a legislative act, development agreements must be approved by ordinance. Ordinance No. 1097 provides the legal authority allowing the City to enter into Development Agreement No. 01-2018 with Outdoor Associates, LLC.

FISCAL IMPACT

Potential to generate revenues relating to the proposed billboard through the negotiated development agreements. Projected revenues will result in \$4.7 Million during the 30-year term.

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Planning and Development Department

INFRASTRUCTURE IMPACT

There will be no impacts to infrastructure.

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Attachments:

- Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, & Zone Variance Case No. 81 Planning Commission Staff Report
- 2. Resolution 98-2018
- 3. Resolution No. 107-2018 Planning Commission Staff Report
- 4. Resolution No. 107-2018
- 5. Copy of Ordinance No. 10976. Copy of Development Agreement No. 01-2018



City of Santa Fe Springs

Planning Commission Meeting

December 10, 2018

PUBLIC HEARING

Adoption of Negative Declaration
Conditional Use Permit (CUP) Case No. 793
Zone Variance (ZV) Case No. 70-1
Zone Variance (ZV) Case No. 81

CUP Case No. 793: A request to allow the construction and operation of a new 60-foot tall v-shaped digital billboard with 14' x 48' display areas;

ZV Case No. 70-1: A request to amend the existing Zone Variance to modify the reduction of required parking stalls (from 3 stalls to 5 stalls);

ZV Case No. 81: A request to allow a V-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

The project site is located at 13530 Firestone Boulevard (APN: 7005-014-071), within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone. (Outdoor Associates, LLC)

RECOMMENDATIONS:

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 793; Zone Variance Case No. 70-1; Zone Variance Case No. 81; and related Environmental Documents, thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Find that the applicant's CUP request meets the criteria set forth in §155.379(B), §155.384(C), and §155.716 of the Zoning Regulations, for the granting of a Conditional Use Permit; and
- Find that the applicant's ZV requests meet the criteria set forth in §155.379(C) and §155.675 of the Zoning Regulations, for the granting of a Zone Variance; and
- Approve and adopt the proposed Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and

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RECOMMENDATIONS (Cont.)

- Approve Conditional Use Permit Case No. 793; Zone Variance Case No. 70-1; and Zone Variance Case No. 81, subject to the conditions of approval as contained with Resolution No. 98-2018; and
- Adopt Resolution No. 98-2018, which incorporates the Planning Commission's findings and actions regarding this matter.

GENERAL INFORMATION

A. Applicant: Outdoor Associates, LLC

7545 Irvine Center Drive #211

Irvine, CA 92618

B. Property Owner: Bhulabhai Dullabh and Kamuben Bhulabha Patel

13530 Firestone Boulevard Santa Fe Springs, CA 90670

C. Location of Proposal: 13530 Firestone Boulevard

Santa Fe Springs, CA 90670

D. Existing Zone: M-2-FOZ

(Heavy Manufacturing – Freeway Overlay Zone)

E. General Plan: Industrial

F. CEQA Status: Negative Declaration

G. Hearing Date: December 10, 2018

H. Staff Contact: Vince Velasco, Planning Consultant

vincevelasco@santafesprings.org

LOCATION / BACKGROUND

The subject property, located at 13530 Firestone Boulevard, is comprised of one (1) parcel (APN: 7005-014-071) measuring 19,860 sq. ft. (0.46 acres), and located on the south side of Firestone Boulevard. The property is zoned M-2-FOZ (Heavy Manufacturing – Freeway Overlay Zone) and is currently developed with an existing Dynasty Suites hotel. Properties to the east and west are currently undeveloped due to the I-5 freeway expansion project. A Budget Inn hotel is located to the south of the subject site and to the north is the I-5 freeway with various industrial uses on the opposite site.

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Pursuant to Section 155.384(A) of the City's Zoning Regulations, billboards are allowed on properties within the FOZ provided that a valid Conditional Use Permit (CUP) has first been obtained, and subject to approval of a Development Agreement. The applicant, Outdoor Associates, LLC, is, therefore, requesting approval of the subject Conditional Use Permit (CUP 793) to allow the construction and operation of a new V-shaped digital billboard on the subject property. It should be noted that the applicant is concurrently requesting consideration and approval for an amendment to an existing Zone Variance (ZV 70) to modify the reduction of required parking stalls (from 3 stalls to 5 stalls) and a new Zone Variance to allow a v-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

It should be noted that Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, Zone Variance Case No. 81, and related environmental documents were continued from the November 19, 2018 Planning Commission meeting to provide the applicant with additional time to review and comment on the Development Agreement associated with the proposed digital billboard.

PROJECT DESCRIPTION

The proposed project requires approval of the following entitlements:

Conditional Use Permit (CUP 793) – A request to allow the construction and operation of a new 60-foot tall v-shaped digital billboard with 14' x 48' display areas;

Zone Variance (ZV 70-1) – A request to amend the existing Zone Variance to modify the reduction of required parking stalls (from 3 stalls to 5 stalls);

Zone Variance (ZV 81) – A request to allow a v-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

It should be noted that the proposed billboard project will also require City Council approval of a Development Agreement, following a recommendation by the Planning Commission.

CONDITIONAL USE PERMIT CASE NO. 793

The applicant is requesting approval to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas on property located at 13530 Firestone Boulevard.

Site Plan

The proposed billboard will be located towards the northern portion of the site and will be setback 25' from the property line along Firestone Boulevard, ±83' from the easterly property line, ±90' from the westerly property line, and will be setback a minimum of 25' from any building. Pursuant to Section 155.384(A) of the City's Zoning Regulations, the proposed billboard will be setback 200' from the centerline of the freeway, measured from the centerline of the freeway to the façade exterior. No

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portion of the billboard extends over any property lines or hangs over any structure. As proposed, the billboard will be a minimum 1,000 feet from any other billboard on the same side of the freeway.

Elevations

The proposed billboard will be contemporary in design and will be 60' tall (including the column and display). As proposed, the billboard height exceeds the 50-foot requirement set forth in the City's Zoning Regulations, and therefore, the applicant is concurrently requesting consideration and approval of a Zone Variance. The billboard will be v-shaped, meaning it will have a display area on two sides of the billboard with a 30 degree angle between faces. Each display area will measure 14' x 48'. Unlike traditional billboards with steel columns and exposed structural features, staff believes the proposed design, is both original and attractive.

ZONE VARIANCE CASE NO. 70-1

As part of their request, the applicant is requesting approval of an amendment to an existing Zone Variance (ZV 70) to modify the reduction of required parking stalls (from 3 stalls to 5 stalls).

The existing hotel use requires a total of 26 parking stalls. On October 15, 2018, the Planning Commission approved Zone Variance Case No. 70 to allow several deviations to the property development standards, including the number of required parking stalls. As approved, the subject property must provide a total of 23 parking stalls. The applicant has decided to re-configure the parking layout to create better on-site circulation; however, it resulted in a loss of one (1) parking stall. In addition, the applicant is proposing to locate the subject billboard within a new landscape planter, which will eliminate an additional stall. As a result, the subject property will now provide a total of 21 parking stalls.

Although, the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

ZONE VARIANCE CASE NO. 81

As part of their request, the applicant is requesting approval of a Zone Variance (ZV) to allow a V-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

In late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass. The project was completed in late 2016, and as a result, increased the overall height of the overpass. Pursuant to Section 155.384(H)(2) of the City's

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Zoning Regulations, the maximum height of a billboard is limited to 50 feet. Due to the restricted visibility of traffic going southbound on the I-5 freeway due to the new overpass and freeway onramp, the applicant is requesting approval of a Zone Variance to allow an additional 10 feet in height. Staff believes the increased height will allow a longer range of visibility going southbound along the I-5 freeway, without significantly impacting the surrounding area.

STREETS AND HIGHWAYS

The subject site is located on the south side of Firestone Boulevard. Firestone Boulevard is designated as a "Local" arterial, within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject property is zoned M-2-FOZ (Heavy Manufacturing – Freeway Overlay Zone). The property has a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as described on the following page:

Direction	Zoning District	General Plan	Land Use
North	M-2-FOZ	Industrial	13525 Freeway Drive - Alloy Tool Supply Inc. (Steel Manufacturing)
South	M-2-FOZ	Industrial	13420 E. Firestone Boulevard – Budget Inn Santa Fe Springs (Motel)
East	M-2-FOZ	Industrial	13560 Firestone Boulevard - Vacant
West	M-2-FOZ	Industrial	13460 Firestone Boulevard - Vacant

LEGAL NOTICE OF PUBLIC HEARING

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

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 8, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk on November 8, 2018, and published in a newspaper of general circulation (Whittier Daily News) November 8, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

ZONING REQUIREMENTS

The procedures set forth in Section 155.377(E)(11) of the City's Zoning

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Date of Report: December 6, 2018

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Regulations, states that billboards may be allowed on properties within the Freeway Overlay Zone, provided that a valid Conditional Use Permit has first been obtained. In addition, the subject property does not meet the minimum parking requirements, therefore, the applicant is concurrently requesting consideration and approval of an amendment to an existing Zone Variance to deviate from Section 155.481(C)(7) of the City's Zoning Regulations. Lastly, the proposed billboard exceeds the maximum height requirement of 50', therefore, the applicant is concurrently requesting consideration and approval of a Zone Variance to deviate from Section 155.384(H)(2) of the City's Zoning Regulations.

Code Section:	Conditionally Permitted Uses
	<u>Section 155.377(E)</u>
155.377(E)(11)	(11) Billboards, including but not limited to electronic and digital billboards.

Code Section:	Required Parking
	Section 155.481(C)
155.481(C)(7)	(7) Hotels and motels. One parking space for each living or sleeping unit plus one parking space for each two employees on the largest shift.

Code Section:	Maximum Height
	<u>Section 155.384(H)</u>
155.384(H)(2)	(2) Maximum height. The maximum height of billboards shall be 50 feet, measured from the finished grade at the base of the sign.

ENVIRONMENTAL DOCUMENTS

The environmental analysis provided in the Initial Study indicates that the proposed project will not result in any significant adverse immitigable impacts on the environment, therefore, the City caused to be prepared and proposed to adopt a Negative Declaration (ND) for the proposed project. The ND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, Blodgett/Baylosis Environmental Planning.

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Phases in the Environmental Review Process:

The implementation of the California Environmental Quality Act (CEQA) entails three separate phases:

- 1. The first phase consists of preliminary review of a project to determine whether it is subject to CEQA
- 2. If the project is subject to CEQA, the second phase involves the preparation of an Initial Study to determine whether the project may have a significant environment effect.
- 3. The third phase involves the preparation of an Environmental Impact Report (EIR) if the project may have a significant environmental effect of a Negative Declaration or Mitigated Declaration if no significant effects will occur.

<u>Phase 1</u>: The first phase is to determine if the proposed project is subject to CEQA. CEQA applies to an activity that (a) involves the exercise of an agency's discretionary powers, (b) has the potential to result in a direct or reasonable foreseeable indirect physical change in the environment, and (c) falls within the definition of a "project" as defined in CEQA Guidelines Section 15378. City Staff and Blodgett/Baylosis Environmental Planning reviewed the proposal and determined that the project is subject to CEQA

Phase 2: The second phase involves the preparation of an Initial Study. An Initial Study is a preliminary analysis to determine whether an EIR or a Negative Declaration or Mitigated Negative Declaration is needed. If the Initial Study concludes that the proposed project may have a significant effect on the environment that cannot be mitigated, an EIR should be prepared. If no potentially significant impacts are identified, then a Negative Declaration can be prepared. If potentially significant impacts are identified that can be mitigated, then a Mitigated Negative Declaration can be prepared with mitigated measures conditioned as part of the project's approval to reduce potentially significant impacts to levels of insignificance. To facilitate the Commission's determination whether "effects" are potentially significant, the Commission should focus on scientific and factual data. Unfortunately, CEQA does not provide a definitive definition of what constitutes a "significant effect" as a substantial or potentially substantial adverse change in the physical environment. City Staff and Blodgett/Baylosis Environmental Planning determined, through the preparation of the Initial Study, that there were no potentially significant environmental effect and, therefore, a Negative Declaration was prepared.

Phase 3: A Negative Declaration is a written statement, briefly explaining why a proposed project will not have a significant environmental effect and includes a copy of the Initial Study justifying this finding. City Staff and Blodgett/Baylosis Environmental Planning determined that, although, the proposed project could have a significant effect on the environment, revisions in the project have been made by

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or agreed to by the project applicant. As a result, a Negative Declaration was prepared for the project.

Draft ND Review:

The Draft Initial Study/Negative Declaration reflects the independent judgment of the City of Santa Fe Springs and the environmental consultant, Blodgett/Baylosis Environmental Planning, as to the potential environmental impacts of the proposed project on the environment. The Draft Initial Study/Negative Declaration was circulated for the required 20-day public review and comments from August 30, 2018 to September 19, 2018. The Notice of Intent to adopt a Negative Declaration was posted with the Los Angeles County Clerk. A copy of the Initial Study/Negative Declaration was also mailed to responsible and trustee agencies, as well as, the surrounding cities for their review and comment.

When reviewing the Initial Study/Negative Declaration, the focus of the review should be on the project's potential environmental effects. If persons believe that the project may have a significant effect, they should, (a) Identify the specific effect; (b) Explain why they believe the effect would occur, and; (c) Explain why they believe the effect would be significant.

Individuals who believe there are significant effects as outlined above, should also explain the basis for their comments and submit data or reference offering facts, reasonable assumptions based on facts or expert opinion supported by facts in support of the comments. Pursuant to CEQA Guidelines, an effect shall not be considered significant in the absence of substantial evidence.

Responses to Initial Study/Negative Declaration:

On Monday, September 10, 2018, staff received an email from Beth Chow, Senior Planner for the City of Norwalk, stating that they reviewed the Initial Study/Negative Declaration for the proposed project and had no comments to offer.

On Wednesday, September 12, 2018, staff received an email from the Gabrieleno Band of Mission Indians stating that they reviewed the Initial Study/Negative Declaration and would like to be consulted if any ground disturbance will be conducted for this project. On Tuesday, September 25, 2018, the project's environmental consultant, EPD Solutions, responded to this inquiry and ensured the Gabrieleno Band of Mission Indians that the subject site was fully developed and previous ground disturbance was conducted by Caltrans.

On Tuesday, September 18, 2018, staff received a letter from the California Department of Transportation (Caltrans) stating that they reviewed the Initial Study/Negative Declaration and reminded the applicant that the proposed billboard would need to obtain an Outdoor Advertising Permit prior to placement of the display. The applicant has made note of the required permit and will ensure that this

Report Submitted By: Vince Velasco

requirement is met.

On Friday, September 21, 2018, staff received a letter from the County of Los Angeles Fire Department stating that they reviewed the Initial Study/Negative Declaration for the proposed project and had no comments to offer.

Draft Negative Declaration Delivered to Planning Commission

The draft Initial Study/Negative Declaration was previously delivered to the Planning Commission on September 19, 2018. Included in this delivery was the Executive Summary along with the complete documents on an attached CD.

AUTHORITY OF PLANNING COMMISSION

Conditional Use Permit

The Planning Commission may grant, conditionally grant or deny approval of a conditional use permit plan and/or modification request based on the evidence submitted and upon its own study and knowledge of the circumstances involved and subject to such conditions as the Commission deems are warranted by the circumstances involved. These conditions may include the dedication and development of streets adjoining the property and other improvements. All conditions of approval shall be: binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

Zone Variance

The Planning Commission may grant a variance subject to such conditions as the Commission finds are warranted by the circumstances involved. Said conditions may include the dedication and development of streets adjoining the property and other improvements. All such conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use, and maintenance of all land and structures within the development.

STAFF REMARKS

Based on the findings set forth in the attached Resolution (98-2018), Staff finds that the applicant's Conditional Use Permit request meets the criteria set forth in §155.379(B), §155.384(C), and §155.716 of the City's Zoning Regulations. Staff also finds that the applicant's Zone Variance requests meet the criteria set forth in §155.379(C) and §155.675 of the City's Zoning Regulations.

CONDITIONS OF APPROVAL
Conditions of approval for CUP 793, ZV 70-1, and ZV 81 is attached to Resolution 98-2018 as Exhibit A.

Wayne M. Morrell Director of Planning

- Attachments:
 1. Aerial Photograph
 2. Public Hearing Notice
 3. Radius Map for Public Hearing Notice
- 4. Resolution 98-2018
 a. Exhibit A Conditions of Approval
 5. Full Set of Proposed Plans

Aerial Photograph



CITY OF SANTA FE SPRINGS



AERIAL PHOTOGRAPH

CONDITIONAL USE PERMIT CASE NO. 793, ZONE VARIANCE CASE NO. 70-1, & ZONE VARIANCE CASE NO. 81



13530 Firestone Boulevard (Outdoor Associates, LLC)

Report Submitted By: Vince Velasco

Planning and Development Department

Public Hearing Notice





FILE COPY

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

CITY OF SANTA FE SPRINGS NOTICE OF PUBLIC HEARING CONDITIONAL USE PERMIT CASE NO. 793, ZONE VARIANCE CASE NO. 70-1, & ZONE VARIANCE CASE NO. 81

NOTICE IS HEREBY GIVEN: that a Public Hearing will be held before the City of Santa Fe Springs Planning Commission for the following:

CONDITIONAL USE PERMIT CASE NO. 793: A request for approval to allow the construction and operation of a new 60-foot tall digital billboard with display area of 14' x 48' on property located at 13530 Firestone Boulevard.

ZONE VARIANCE CASE NO. 70-1: A request to amend the existing Zone Variance to modify the reduction of required parking stalls.

ZONE VARIANCE CASE NO. 81: A request for approval to allow a v-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet.

ENVIRONMENTAL DOCUMENTS: A request for approval of the proposed Negative Declaration related to the proposed project, within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone.

APPLICANT / PROJECT LOCATION: Outdoor Associates, LLC/ 13530 Firestone Boulevard (APN: 7005-014-071)

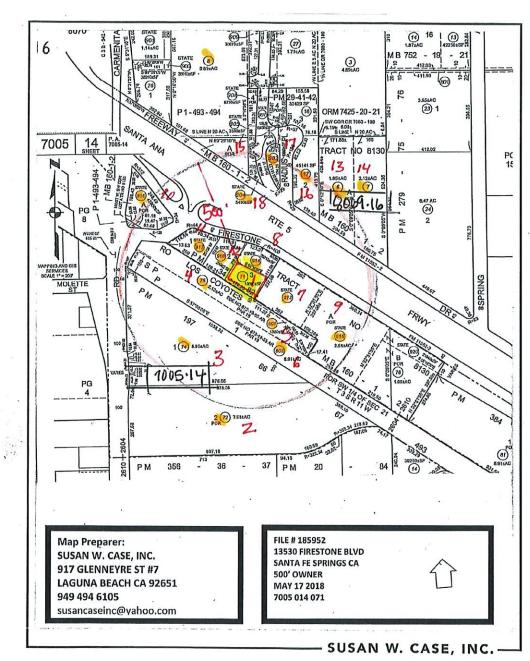
CEQA STATUS: Upon review of the proposed project, staff has determined that additional environmental analysis is required to meet the requirements of the California Environmental Quality Act (CEQA). The applicant has since retained EPD Solutions, Inc. to prepare the necessary CEQA documents. The draft CEQA documents have been finalized and thus, an NOI (Notice of Intent) to adopt the Negative Declaration was prepared and thereafter posted in the LA County Recorder's Office to initiate the mandatory 20-day public review period. The mandatory 20-day public review period began on August 30, 2018 and ended on September 19, 2018. Additionally, the project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

THE HEARING will be held before the Planning Commission of the City of Santa Fe Springs in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, on Monday, November 19, 2018 at 6:00 p.m.

ALL INTERESTED PERSONS are invited to attend the Public Hearing before Planning Commission and express their opinion on the subject items listed above. You should note that if

Jay Sarno, Mayor • Juanita Trujillo, Mayor Pro Tem City Council Richard J. Moore • William K. Rounds • Joe Angel Zamora City Manager Raymond R. Cruz

Radius Map for Public Hearing Notice



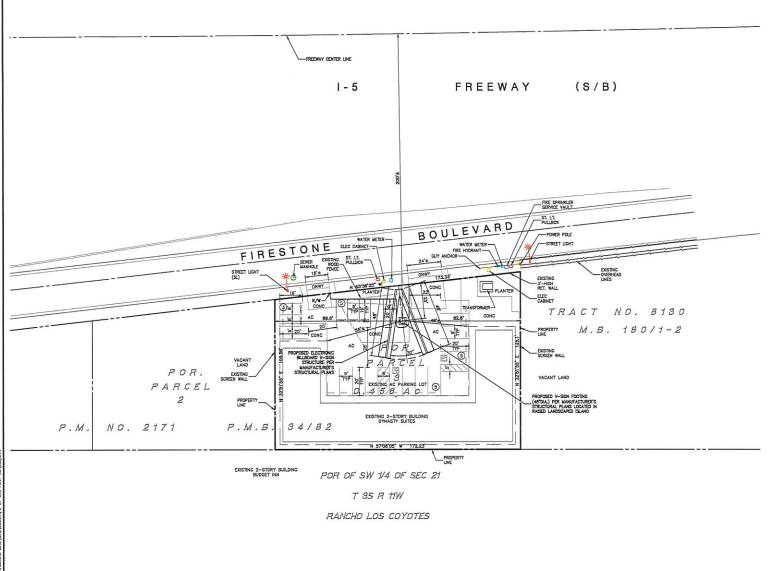
OWNERSHIP MAP

949.464.6105 orders@susancaseinc.com 917 Glenneyre St. #7 Laguna Beach, CA 92651

Report Submitted By: Vince Velasco

Planning and Development Department

Date of Report: December 6, 2018



NOTES:

1. THE PROJECT WILL NOT REQUIRE REMOVAL OF ANY PARKING SPACES.

2. THE SITE BOUNDARY WAS PREPARED USING RECORD INFORMATION ONLY, NO FIELD WORK OR TITLE REPORT HAS BEEN PERFORMED TO VERIFY THE LOCATIONS OF THE BOUNDARY CORNERS, EASEMENTS OR ANY OTHER FEATURES SHOWN HEREON. THE BOUNDARY LEASEMENT AND CENTELLINES SHOWN ARE APPROXIMATE, AND SHALL NOT BE CONSTRUED AS A FINAL BOUNDARY FOR RECORDING.

3. THIS PLAN DOES NOT SHOW THE LOCATION OF, OR ENCROACHMENTS BY, ANY BUILDINGS OR STRUCTURES SUBSURFACE FOOTINGS OR FOUNDATIONS, UTILITY LINES OR STRUCTURES.

 THE TOPOGRAPHIC FEATURES SHOWN AND SURFACE UTILITIES ARE APPROXIMATE, AND ARE BASED ON AERIAL AND SITE PHOTOGRAPHS, AND NOT ON A TOPOGRAPHIC SURVEY.

5. UNDERGROUND UTILITIES MAY EXIST ON OR ADJACENT TO THE NEW SIGN LOCATION. THEREFORE, THE CONTRACTOR SHALL CALL DIG-ALERT AT 811 PRIOR TO EXCAVATION TO VEHICY THE EXACT LOCATIONS OF UNDERGROUND FACILITIES, AND SHALL POTHOLE LOCATIONS WITHIN 10° FOR THE PROPOSED SIGN FOOTING.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD FOR PROPER COORDINATION OF WORK,

PROJECT ADDRESS:

13530 FIRESTONE BLVD. SANTA FE SPRINGS, CA 90670

LEGAL DESCRIPTION:

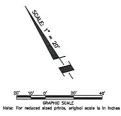
POR, OF LOT 3, P.M. 34-80, FOR DESCRIPTION SEE ASSESSOR'S MAPS

ASSESSOR'S PARCEL NO .:

7005-14-071

SITE AREA:

0.46 Ac

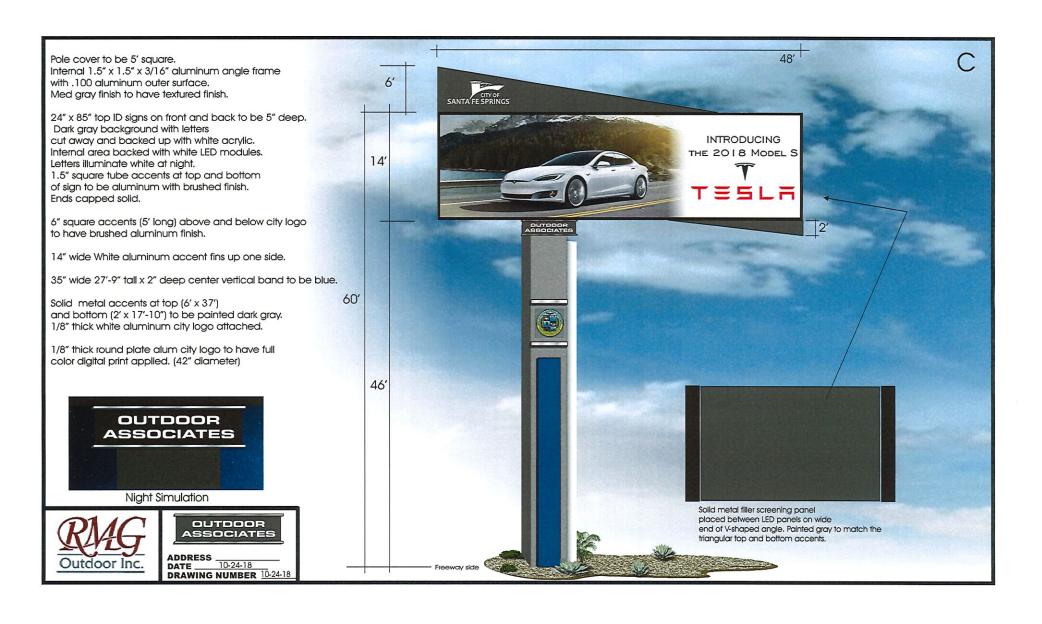


13530 FIRESTONE BLVD. SANTA FE SPRINGS, CA 90670 APN 7005-014-071

SITE PLAN - ALTERNATIVE 2B FOR PROPOSED ELECTRONIC BILLBOARD V-SIGN 14'x48' LED BOARD AT BOTH FACES

PLANS PREPARED BY:	DATE: 08/21/18	SHEET	
ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC. 2030 Main Street, Suite 1200 Irvine, CA 92614 (049) 704-1180	SCALE: 1"=20"	T 1	
	JOB NO.	or1	

OUTDOOR ASSOCIATES



ATTACHMENT #2

CITY OF SANTA FE SPRINGS RESOLUTION NO. 98-2018

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS REGARDING CONDITIONAL USE PERMIT CASE NO. 793; ZONE VARIANCE CASE NO. 70-1; AND ZONE VARIANCE CASE NO. 81

WHEREAS, a request was filed for Conditional Use Permit Case No. 793 to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas; and

WHEREAS, a request was concurrently filed for Zone Variance Case No. 70-1 to amend the existing Zone Variance to modify the reduction of required parking stalls (from 3 stalls to 5 stalls); and

WHEREAS, a request was concurrently filed for Zone Variance Case No. 81 to allow a v-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet); and

WHEREAS, the subject property is located on the south side of Firestone Boulevard, with Accessor's Parcel Number of 7005-014-071, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owners are Bhulabhai Dullabh and Kamuben Bhulabha Patel, 13530 Firestone Boulevard, Santa Fe Springs, CA 90670; and

WHEREAS, the proposed project which includes Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, and Zone Variance Case No. 81 is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, based on the information received from the applicant and staff's assessment, the Planning Commission found and determined that the proposed project will not have a significant adverse effect on the environmental, therefore, the City caused to be prepared and proposed to adopt an Initial Study/Negative Declaration (IS/ND) for the proposed project; and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on November 8, 2018 published a legal notice in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on November 8, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

WHEREAS, the City of Santa Fe Springs Planning Commission has considered the application, the written and oral staff report, the General Plan and zoning of the subject

property, the testimony, written comments, or other materials presented at the Adjourned Planning Commission Meeting on November 19, 2018 concerning Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, and Zone Variance Case No. 81.

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

The proposed development is considered a project under the California Environmental Quality Act (CEQA) and as a result, the project is subject to the City's environmental review process. The environmental analysis provided in the Initial Study indicated that the proposed project will not result in any significant adverse impacts to the environment, therefore, the City required the preparation and adoption of a Negative Declaration (ND) for the proposed project. The ND reflects the independent judgment of the City of Santa Fe Springs, and the City's environmental consultant, Blodgett/Baylosis Environmental Planning.

The Initial Study determined that the proposed project is not expected to have any significant adverse environmental impacts. The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this Initial Study:

- The proposed project will not have the potential to degrade the quality of the environment.
- The proposed project will not have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The proposed project will not have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity.
- The proposed project will not have environmental effects that will adversely affect humans, either directly or indirectly.

SECTION II. CONDITIONAL USE PERMIT FINDINGS

Pursuant to section 155.377(E)(11) of the Zoning Regulations, a Conditional Use Permit shall be required for any billboard within the Freeway Overlay Zone. Additionally, the Commission should note that in accordance with Sections 155.379(B), 155.384(C), and 155.716 of the City's Zoning Regulations, before granting a Conditional Use Permit, the Commission shall give consideration to the following:

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

First, the proposed digital billboard will not display any statement or words of an obscene, indecent, or immoral character. In addition, the proposed billboard will not display any advertising of: products, goods, or services related to tobacco, marijuana, or illegal substances; or sexually explicit material or adult-type land uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes. Lastly, the proposed billboard will not display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four (4) second intervals. Therefore, the Planning Commission finds that the proposed digital billboard will not be detrimental to persons or property in the immediate vicinity.

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

The proposed digital billboard will be contemporary in design and will be 60' tall (including the column and display). Regarding the aesthetics, the columns will be wrapped in a decorative façade, the display area will be enhanced with architectural treatments, and screening materials will obscure visibility of the rear structural supports and in between the two display areas, which will be separated by a 30 degree angle. The column support of the digital billboard will be setback at least 25 feet from any property line and at least 25 feet from the existing hotel building. Notwithstanding, no portion of the billboard will project over the width of any street, highway, or other public right-of-way. Unlike traditional billboards with steel columns and exposed structural features, staff believes the proposed design, is both original and attractive.

In addition, pursuant to Section 155.379(B) of the City's Zoning Regulations, the Commission shall also take into consideration the following factors:

C) The location, siting, and arrangement of uses, buildings, structures and facilities shall be coordinated in such a manner as to provide for efficiency, convenience, safety, and a high standard of design in the proposed development as well as to provide for compatibility with adjoining properties and surrounding areas.

The proposed billboard will be located towards the northern portion of the site and will be setback 25' from the property line along Firestone Boulevard, ±83' from the easterly property line, ±90' from the westerly property line, and will be setback a minimum of 25' from any building. The applicant has provided a high quality design through a variety of techniques, such as the columns being wrapped in a decorative façade, enhanced with architectural treatments around the display area, and screening materials to obscure visibility of the rear structural supports and in between the two display areas, which will be separated by a 30 degree angle. Notwithstanding,

the proposed digital billboard will be located within a landscaped area. The curb surrounding the landscape planter will create a buffer between the proposed digital billboard and on-site circulation.

D) The location size and quality of design of landscaping, architectural walls, signs and other design features shall be compatible with other uses, buildings, structures, and facilities within the proposed development as well as with adjoining properties and surrounding areas.

As previously mentioned, the design of the new digital billboard provides high quality architectural design, as demonstrated by decorative wrapping, architectural treatment, and screening. The result is an attractive billboard Santa Fe Springs is not only accustomed to, but expects. In addition, the majority of landscaping located on the subject property is existing, with the exception of a new landscape planter where the proposed digital billboard will be placed. The curb surrounding the landscape planter will create a buffer between the proposed digital billboard and on-site circulation.

E) The proposed development shall be in conformance with the overall purposes and objectives of this chapter and is consistent with the goals, policies, and programs of the General Plan.

As previously mentioned, the design of the new digital billboard provides high quality architectural design, as demonstrated by decorative wrapping, architectural treatment, and screening. The result is an attractive billboard Santa Fe Springs is not only accustomed to, but expects. In addition the proposed project will not have environmental effects that will adversely affect humans, either directly or indirectly. Lastly, the proposed digital billboard will not create any additional traffic for the subject property or the surrounding area. Therefore, the project is consistent with the goals, policies, and programs of the General Plan.

In addition, pursuant to Section 155.384(C) of the City's Zoning Regulations, the Commission shall also take into consideration the following factors:

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

First, the proposed digital billboard will not display any statement or words of an obscene, indecent, or immoral character. In addition, the proposed billboard will not display any advertising of: products, goods, or services related to tobacco, marijuana, or illegal substances; or sexually explicit material or adult-type land uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes. Lastly, the proposed

billboard will not display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four (4) second intervals. Therefore, the Planning Commission finds that the proposed digital billboard will not contribute a hazard to the safe and efficient operation of vehicles upon a street or freeway.

SECTION III. ZONE VARIANCE FINDINGS

The Commission should note that in accordance with Sections 155.675 and 155.379(C) of the City's Zoning Regulations, before granting a Zone Variance, the Commission shall give consideration to the following:

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

Parking

The standard requirements related to a billboard use result in a specific area of a property in which the billboard can be located. The subject property is completely developed and, therefore, the applicant must replace one (1) required parking stall with a landscape planter to place the subject billboard. The properties to the east and west are currently undeveloped and as a result, would not have the same circumstances as the subject property. In addition, it is rare for two properties in the same vicinity and zone to have the same parcel size, yet alone, the same development configuration. Therefore, the location of a digital billboard would be evaluated differently for each property.

Billboard Height

In late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass. The project was completed in late 2016, and as a result, increased the overall height of the overpass and onramp location. The increased height will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area.

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

Parking

As previously mentioned, it is rare for two properties in the same vicinity to have the same parcel size, yet alone, the same development configuration. Each property has equal right to place a digital billboard on their property, as long as, they can meet all of the standard requirements set forth in Section 155.384 of the City's Zoning

Regulations. In order for the subject property to enjoy this substantial property right, one (1) parking stall must be removed or otherwise, replaced with landscaping to locate the proposed digital billboard. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, in late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass and as a result, increased the overall height of the overpass and onramp location. The proposed height of 60' will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area. This is unique to the subject property as not every property along Interstate 5 freeway would be affected by the overpass height in this same capacity.

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

Parking

The proposed digital billboard will be located entirely on the subject property. No portion of the billboard will extend or protrude onto any other neighboring properties or the public right-of-way. In addition, the proposed digital billboard will not create additional traffic to the subject property or to the surrounding area. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, the proposed digital billboard will be located entirely on the subject property. No portion of the billboard will extend or protrude onto any other the neighboring properties or the public right-of-way. The applicant is requesting a 10' increase to the overall height of the proposed digital billboard. The extended height will not impact visibility to any other business in the vicinity and more importantly, the extended height will reduce glare into the existing hotel rooms. Therefore, the proposed digital billboard will not be detrimental to the public welfare or injurious to the property or improvements of other in the vicinity.

D) That the granting of such variance will not adversely affect the master plan of the city.

Parking and Building Height

The Master Plan of the City is the General Plan. The use and structures related to the existing hotel will not be effected by the proposed digital billboard. Moreover, the zoning (M-2-FOZ) and General Plan designation of industrial, will not change as a result of the proposed billboard. As a result, the subject variance will not adversely affect the master plan of the city.

E) <u>Special circumstances are creating extraordinary impacts on an existing building, structure, or property thus preventing the site from complying with development standards outlined in the underlying zone district.</u>

Parking

The special circumstance in association to Zone Variance Case No. 70-1 is the expansion of Interstate 5 Freeway, which includes modification to the Carmenita/I-5 bridge and local city streets (Carmenita Road, Firestone Boulevard, Freeway Drive, Excelsior Drive, and Molette Street). As a result of the freeway expansion, the subject property lost 20,139 sq. ft. of land and therefore, restricted the ability to provide the number of required parking stalls. The subject property is completely developed and as a result, the applicant must replace one (1) required parking stall with a landscape planter to place the proposed digital billboard. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, in late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass and as a result, increased the overall height of the overpass and onramp location. The proposed height of 60' will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area.

F) There are particular physical circumstances including, but not limited to, loss of access, reduction of lot size, or a reduction of required setbacks that, under existing regulations, results in a hardship versus a mere inconvenience. As such, the subject property cannot be used or function appropriately under the strict application of the underlying development standards.

Parking

As previously mentioned, in late 2011, Caltrans acquired a portion of the subject property for the I-5 freeway expansion project. As a result, the on-site parking and

circulation had to be re-configured around the remaining structures. The applicant is proposing to re-configure the parking layout to create better on-site circulation and placement of their proposed billboard; however, the new layout results in a loss of one (1) parking stall. In addition, the applicant is proposing to replace one (1) parking stall with landscaping in order to locate the subject billboard. As a result, the subject property will now provide a total of 21 parking stalls. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, in late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass. The project was completed in late 2016, and as a result, increased the overall height of the overpass and onramp location. The increased height will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area.

G) That the circumstances/difficulties are not created by any person presently having an interest in the property, but instead were imposed upon them as a result of the actions of an outside party.

Parking and Billboard Height

Prior the Caltrans initiated freeway expansion, the subject property had a landscape planter that extended from the right-of-way to the center of the property. This area would have been sufficient for the proposed digital billboard without impacting any of the required parking stalls. In addition, if the Carmenita Road overpass height wasn't increased by Caltrans, the applicant wouldn't have needed to extend the overall height of the proposed billboard for visibility of vehicles traveling southbound on Interstate 5 freeway.

H) That the circumstances will create a hardship for the existing use such as structural impacts that severely impede the functionality of business operations to the point where they are non-operational.

Parking

Requiring the applicant to provide the number of required parking stalls would result in a loss of building square footage, which essentially means a loss of one (1) or more hotel rooms. This physical hardship would then create a financial hardship and could potentially force this existing business out of the City.

Billboard Height

Visibility is the key component to a successful digital billboard. Without the proper amount of visibility to the westerly display area, the applicant will struggle to obtain advertising renters for this side of the billboard. As a result of not acquiring the necessary advertising revenue, the proposed digital billboard may become non-operational.

SECTION IV. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts Resolution No. 98-2018 to approve Conditional Use Permit Case No. 793 to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas; Zone Variance Case No. 70-1 to amend the existing Zone Variance to modify the reduction of required parking stalls; Zone Variance Case No. 81 to allow a V-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet; and also to approve and adopt the proposed Initial Study/Negative Declaration (IS/ND) for the subject property located on the south side of Firestone Boulevard (APN: 7005-014-071), subject to conditions attached hereto as Exhibit A.

ADOPTED and APPROVED this 10th day of December, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

Ralph Aranda, Chairperson

ATTEST:

Wayne M. Morrell, Acting Planning Secretary

EXHIBIT A – CONDITIONS OF APPROVAL

Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, & Zone Variance Case No. 81

APN: 7005-014-071

CONDITIONS OF APPROVAL

ENGINEERING / PUBLIC WORKS DEPARTMENT:

(Contact: Robert Garcia 562.868-1511 x7545)

- 1. A grading plan shall be submitted showing elevations and drainage pattern of the site. The improvements shall not impede, obstruct or pond water onsite. The grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal.
- 2. The applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the current MS4 Permit.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Vince Velasco 562.868-0511 x7353)

- 3. This approval allows the applicant, Outdoor Associates, LLC, to establish, operate and maintain a new 60' v-shaped digital billboard on property located at 13530 Firestone Boulevard (APN: 7005-014-071).
- 4. The applicant understands and agrees that the privileges granted under Zone Variance Case No. 70-1 are for the sole use by Outdoor Associates, LLC. Should Outdoor Associates, LLC remove the proposed 60' v-shaped digital billboard, they shall replace the one (1) parking stall that was removed.
- 5. The applicant understands and agrees that a minimum of 21 standard parking stalls, as shown on the site plan submitted and on file with this case, shall be made continuously available on the subject site at all times.
- 6. In the event the need arises for the additional required off-street parking spaces as determined by the Director of Planning, the applicant shall work with the planning staff to come up with a solution to immediately mitigate the parking issues.
- 7. The subject billboard shall be in conformance with Ordinance No. 1036 & Ordinance No. 1092, relating to the standards for the installation of billboards on certain properties within the City of Santa Fe Springs.

- 8. All necessary permits regarding Highway Oriented Signs shall be obtained from the California Department of Transportation (Caltrans) <u>prior</u> to installation of the subject billboard.
- 9. Conditional Use Permits No. 793 shall not become effective, unless the City and Outdoor Associates, LLC enter into a Development Agreement regarding the installation and operation of the subject billboard.
- 10. Approval of the subject Conditional Use Permit (CUP 793) is still contingent upon approval of an amendment to an existing Zone Variance (ZV 70-1) for the reduction of two (2) required parking stalls and a Zone Variance (ZV 81) to allow a v-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet.
- 11. The proposed digital billboard shall not have any walkways or platforms on either face side of the billboard or any type of appendages or attachments. Walkways and platforms are allowed between the sign faces. The only exception shall be for a camera to monitor the face of the billboard.
- 12. All exposed backs, sides, and under area shall be suitably screened by a material acceptable to the Director of Planning or designee.
- 13. The applicant, Outdoor Associates, LLC agrees to hire a qualified land surveyor or civil engineer to prepare an accurately scaled map showing the subject digital billboard will meet the required minimum 1,000 feet distance from the closest billboard on property located at 13700 Firestone Boulevard. Said map shall be provided concurrently or prior to submittal for plan check.
- 14. <u>Prior</u> to issuance of a building permit for the subject billboard, the Applicant, Outdoor Associates, LLC shall provide the Planning Department with the following:
 - 1. The telephone number of a maintenance service to be available twenty-four (24) hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
 - 2. A redacted lease demonstrating a right to install the billboard on the subject property.
 - 3. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on an accurately scaled map.
- 15. The message transition for the subject digital billboard shall be instantaneous or 1-2 seconds, if fading.

- 16. Lighting levels on the subject digital billboard shall not exceed 0.3 foot candles above ambient light from a distance of 250 feet, as measured according to standards of the Outdoor Advertising Association of America (OAAA).
- 17. Brightness of the subject digital billboard shall not exceed 800 nits (candela per square meter) from sunset to sunrise. At all other times, brightness shall not exceed 7500 nits.
- 18. Within one week after the sign is activated, a qualified lighting consultant/electrical engineer shall measure the sign intensity at the sign face and ensure compliance with Condition 16 above regarding the standard of 0.3 foot candles above ambient light from a distance of 250 feet. Written verification of compliance shall be provided to the Planning Department within one week following sign activation. All cost shall be the responsibility of the Applicant, Outdoor Associates, LLC.
- 19. All landscaped areas installed in conjunction with the proposed digital billboard shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, weeding, removal of litter, fertilizing, and replacement of plants when necessary and the regular watering of all plantings. Said landscaping shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).
- 20. The applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 1054, if applicable.
- 21. The applicant, Outdoor Associates, LLC shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings. Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.
- 22. Final plot plan and elevations of the proposed 60' v-shaped digital billboard and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning.
- 23. The applicant understands if changes to the original plans (submitted and on file with the subject case) are required during construction, revised plans must be provided to the Planning Department for review and approval prior to the implementation of such changes. It should be noted that certain changes may also require approvals from other departments.
- 24. The proposed 60' v-shaped digital billboard shall be constructed of quality material and any material shall be replaced when and if the material becomes deteriorated, warped, discolored or rusted.

- 25. The applicant, Outdoor Associates, LLC shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be accessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact the Finance Department, at (562) 868-0511, extension 7520 for additional information and application or one can be downloaded at www.santafesprings.org.
- 26. The project shall comply with all other requirements of the City's Zoning Regulations, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes.
- 27. Conditional Use Permit Case No. 793 shall be subject to a compliance review in one (1) year, on or before November 19, 2019 to ensure the subject digital billboard use has been continuously maintained in strict compliance with the conditions of approval as stated within the staff report.
- 28. The applicant, Outdoor Associates, LLC, agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the subject project, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
- 29. It is hereby declared to be the intent that if any provision of this Permit is violated, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse. Prior to voiding the permit, the City shall contact Outdoor Associates, LLC with certified mail return receipt requested and list the specific facts indicating a violation and its applicable code provisions and allow Outdoor Associates, LLC to remedy the violation within seven (7) working days from receipt of the notice or a reasonable amount of time if a remedy cannot be reasonably done in seven (7) days.
- 30. If any term or provision of the subject CUP shall be determined invalid, void, or unenforceable, the remaining conditions shall not be affected and such remaining conditions are not rendered impractical to enforce or to otherwise deprive Outdoor Associates, LLC or the city of the benefits provided by CUP 793.



City of Santa Fe Springs

Planning Commission Meeting

December 10, 2018

PUBLIC HEARING

Adoption of Negative Declaration

Resolution No. 107-2018

Recommending that the City Council adopt Ordinance No. 1097, approving a Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

RECOMMENDATIONS:

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1097 and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Approve and adopt the proposed Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and
- Recommend that the City Council adopt Ordinance No. 1097, approving a
 Development Agreement, in substantially the form attached, and said
 recommendation shall be embodied in Resolution No. 107-2018

LOCATION / BACKGROUND

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

Ordinance No. 1036 improved and updated the City's existing billboard regulations, which were severely outdated and failed to anticipate and regulate 21st-century trends, such as: electronic billboards, super graphics (building wraps), and mobile billboards.

In May of 2018, Ordinance No. 1092 was introduced and adopted by the City Council to amend the amend Sections 155.383, 155.384, and 155.398 of the City's Zoning Regulations. Ordinance No. 1092 further improved and updated the City's existing billboard regulations by including requirements such as, but not limited to: distance from a billboard to the centerline of the freeway, prohibiting a billboard from locating in a "Landscape Freeway", maximum advertising copy area, and screening.

Report Submitted By: Vince Velasco

Date of Report: December 6, 2018

Planning and Development Department

It should be noted that Resolution No. 107-2018 was continued from the November 19, 2018 Planning Commission meeting to provide the applicant with additional time to review and comment on the Development Agreement associated with the proposed digital billboard.

REQUEST

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

Conditional Use Permit

The applicant, Outdoor Associates, LLC, is requesting approval of a Conditional Use Permit (CUP 793) from the Planning Commission to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas on the property located at 13530 Firestone Boulevard (APN: 7005-014-071). It should be noted that the applicant is concurrently requesting consideration and approval for an amendment to an existing Zone Variance (ZV 70-1) to modify the reduction of required parking stalls and a Zone Variance (ZV 81) to allow a V-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet.

Development Agreement

The applicant has been working with staff to finalize the terms of the Development Agreement required by Ordinance No. 1097. The applicant is requesting approval of the subject Development Agreement (DA 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

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

Resolution No. 107-2018 is a recommendation, by the Planning Commission to the City Council, to adopt an ordinance (Ordinance No. 1097), approving a Development Agreement (DA No. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC. Ordinance No. 1097, if approved by the City Council, would effectuate the Development Agreement. Said Development Agreement would set forth the rules and regulations under which the proposed billboard would be allowed.

Report Submitted By: Vince Velasco

Planning and Development Department

Date of Report: December 6, 2018

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

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

LEGAL NOTICE OF PUBLIC HEARING

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

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 8, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk on November 8, 2018, and published in a newspaper of general circulation (Whittier Daily News) November 8, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

ENVIRONMENTAL DOCUMENTS

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA), per 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the proposed Ordinance, in and of itself, would have a significant effect on the environment. The exercise of the Agreement, i.e., the installation of the billboards, will be subject to CEQA through the related entitlements (CUP 793). Additional environmental analysis is, therefore, not necessary to meet the requirements of CEQA. If the Planning Commission agrees, staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk within 5 days from the date the Planning Commission approves the proposed

Report Submitted By: Vince Velasco

Date of Report: December 6, 2018

project.

AUTHORITY OF PLANNING COMMISSION

The Planning Commission has the authority, subject to the procedures set forth in the Government Code, to make a written recommendation on the adoption of a Development Agreement to the City Council. A recommendation for approval shall be made by the affirmative vote of not less than a majority of the total membership of the commission.

Wayne M. Morrell Director of Planning

Attachments:

- 1. Resolution No. 107-2018
- 2. Draft Copy of Ordinance No. 1097
- 3. Draft Copy of Development Agreement No. 01-2018

ATTACHMENT #4

CITY OF SANTA FE SPRINGS RESOLUTION NO. 107-2018

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

WHEREAS, a request was filed for Development Agreement 01-2018 (Resolution 107-2018) to recommend that the City Council adopt Ordinance No. 1097, approving a Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and Outdoor Associates, LLC; and

WHEREAS, based on the information received from the applicant and staff's assessment, the Planning Commission has found and determined that the proposed project meets the criteria for a Categorical Exemption, pursuant to the California Environmental Quality Act (CEQA), Section 15061(b) (3); and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on November 8, 2018 published a legal notice in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on November 8, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

Pursuant to Section 15061(b)(3), of the California Environmental Quality Act (CEQA), the Planning Commission hereby finds and determines that the project is categorically exempt, in that it can be seen with certainty that there is no possibility that the proposed Ordinance, in and of itself, would have a significant effect on the environment. It, therefore, has been determined that additional environmental analysis is not necessary to meet the requirements of CEQA.

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

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

<u>SECTION IV</u>. The adoption of such Ordinance would be in compliance with the City's General Plan.

<u>SECTION V.</u> If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The Planning Commission hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION VI. The Commission Secretary shall certify to the adoption of this Resolution.

ADOPTED and APPROVED this 10th day of December, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

_	Ralph Aranda, Chairperson
ATTEST:	
Wayne M. Morrell, Acting Planning Secreta	

Attachment 2

EXHIBIT A

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND OUTDOOR ASSOCIATES, LLC

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

<u>Section I.</u> The City Council hereby approves and adopts that certain Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and Outdoor Associates, LLC, a copy of which is attached hereto as Exhibit "A", which exhibit is incorporated by reference herein, as an Ordinance of the City.

<u>Section II.</u> The City Council hereby finds and determines that the subject Development Agreement, in substantially the form attached, is consistent with the City's General Plan.

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

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

PASSED, APPROVED AND ADOPTED T	HIS DAY OF JANUARY, 2019.
AYES: NOES: ABSENT:	
ATTEST:	MAYOR
CITY CLERK	

ATTACHMENT #5

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND OUTDOOR ASSOCIATES, LLC

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

<u>Section I.</u> The City Council hereby approves and adopts an Initial Study/Negative Declaration through its own independent judgment and analysis based on public testimony, the recommendation of the Planning Commission and the environmental consultant, Blodgett/Baylosis Environmental Planning.

<u>Section II</u>. The City Council hereby approves and adopts that certain Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and Outdoor Associates, LLC, a copy of which is attached hereto as Exhibit "A", which exhibit is incorporated by reference herein, as an Ordinance of the City.

<u>Section III.</u> The City Council hereby finds and determines that the subject Development Agreement, in substantially the form attached, is consistent with the City's General Plan.

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

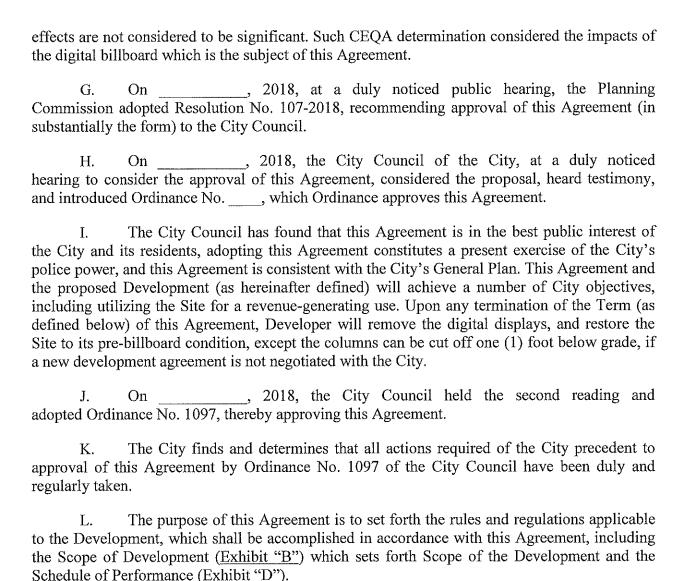
<u>Section V.</u> The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed no later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADO	OPTED THIS	_ DAY OF JANUARY, 2019	€.
AYES: NOES: ABSENT:			
ATTEST:		MAYOR	
CITY CLERK			

ATTACHMENT #6

[Exempt From Recording Fee Per Gov. Code §6103]

<u>DEVELOPMENT AGREEMENT NO. 01-2018</u>
This Development Agreement (hereinafter "Agreement") is entered into this day of, 2019 (hereinafter the "Effective Date"), by and between the City of Santa Fe Springs (hereinafter "City"), and Outdoor Associates LLC, a Delaware limited liability company (hereinafter "Developer").
RECITALS
A. California Government Code Sections 65864 et seq. ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.
B. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the southerly side of the southbound lanes of the 5 Freeway, at 13530 Firestone Boulevard, in the City of Santa Fe Springs (APN: 7005-014-071), as more specifically described in <a "c-1""="" a"="" and="" at="" depicted="" exhibit="" href="Exhibit ">Exhibit "C-1" , attached hereto and incorporated herein (the "Site"), upon which it seeks to install a new lawfully permitted 60-foot tall, V-Shaped digital billboard with a total of two (2) digital display areas (each display measuring 14' x 48' within the billboard frame) that are oriented toward the 5 Freeway, as depicted in <a c-2""="" href="Exhibit ">Exhibit "C-2" (the "New Digital Billboard").
C. Developer and City recognize that the Developer has a legal or equitable interest in the Site and thus is qualified to enter into this Agreement in accordance with Development Agreement Law.
D. In exchange for the City approvals sought by Developer for the New Digital Billboard as provided on the Site herein, Developer is agreeable to paying to the City an initial annual Development Fee of One Hundred Thousand and No/100 Dollars (\$100,000.00), on the first Anniversary Date and on subsequent Anniversary Dates the Development Fee shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%), or Alternative Development Fee, whichever is greater, as defined and provided in Sections 2.5 and 2.6 below, for the cost to the City to mitigate the impact of the installation of the New Digital Billboard.
E. The Site is located within the City's M-2-FOZ, Heavy Manufacturing-Freeway Overlay Zone, designated by the General Plan as Industrial. Developer and the City agree that a development agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.
F. On, 2018, the Planning Commission of the City, at a duly noticed hearing, granted "Conditional Use Permit" for the construction and operation of a New Digital Billboard on the Site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"), on the basis that an Initial Study/Negative Declaration which was also approved at the, 2018 City Planning Commission meeting, concluded that although the proposed project could have an effect on the environment, the



COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

- 1.1. **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:
- 1.1.1 "Agreement" means this Development Agreement and all attachments and exhibits hereto.
- 1.1.2 "Anniversary Date" is the annual reoccurrence of the Commencement Date.

- 1.1.3 "City" means the City of Santa Fe Springs, a California municipal corporation.
 - 1.1.4 "City Council" means the City Council of the City.
- 1.1.5 "Commencement Date" is the date that the building inspector releases the electric meter to Southern California Edison.
- 1.1.6 "Developer" means Outdoor Associates LLC, a Delaware limited liability company duly existing and operating, and its successors and assigns, doing business at 22431 Antonio Parkway, Suite b160-681, Rancho Santa Margarita, CA 92688.
- 1.1.7 "Development" means the installation of a New Digital Billboard on the Site and the undergrounding of all utilities from Southern California Edison's electrical source or an electrical source located elsewhere on Owner's property (e.g., from an electrical panel on a building situation on Owner's property) to the New Digital Billboard.
- 1.1.9 "Effective Date" means the date inserted into the preamble of this Agreement, which is thirty (30) days following approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City.
- 1.1.10 "Final Permits" shall mean all necessary/required permits and inspections by all governmental and utility agencies, to construct, operate and maintain the New Digital Billboard, and are signed and dated by the Building Official, where applicable.
- 1.1.11 "Gross Revenue" is based solely on the revenue generated from the digital display (basic advertising area of the billboard), as recorded on the City of Santa Fe Springs building permits, and does not include neon channel letters. Developer shall not conceal advertising revenues derived from the digital display within the normal price range the Developer charges for any appurtenances that are installed on the Billboard. Gross Revenue specifically excludes advertising agency fees paid to the advertiser's advertising agency and or brokerage fees paid to the sales broker other than Developer.
- 1.1.12 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard, and the design, improvement and construction standards and specifications applicable to the Development or the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System ("NPDES") regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

- 1.1.13 "Lease" means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.
- 1.1.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.
- 1.1.15 "Site" refers to the site described in Recital B and more specifically described on Exhibit "A" attached hereto and incorporated herein.
- 1.1.16 "Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit "D" and incorporated herein.
- 1.1.17 "Scope of Development" means the Scope of Development attached hereto as <u>Exhibit</u> "B" and incorporated herein.
- 1.1.18 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which govern development and use of the Site.
- 1.1.19 "Subsequent Development Approvals" means any Development Approvals sought by Developer in connection future changes desired to be made by Developer to the Development following its initial completion.
- 1.1.20 "Term" shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.
- 1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Scope of Development), Exhibit "C-l" (Site Plan of Site), Exhibit "C-2" (Billboard Elevation), and, Exhibit "D" (Schedule of Performance).

2. GENERAL PROVISIONS.

- 2.1. Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement, provided, however, that nothing in this Agreement shall be deemed or construed: (i) to modify or amend the Lease, or any of Developer's obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.
- 2.2. Interest in Site. The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the

Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer's leasehold or license interest is prematurely and legally terminated by Owner in conformance with the Lease, then Developer shall have no further obligations under Section 3(a) of the Scope of Development, attached as <u>Exhibit "B"</u> herein, relative to the maintenance of landscaping thereon that particular Site, except as provided under Section 7.1. Additionally, if Developer's leasehold or license interest is prematurely terminated by Owner, then Developer shall have no further obligations under this Agreement for that particular Site, except as provided under Section 7.1.

- 2.3. Term of Agreement. Unless earlier terminated as provided in this Agreement, the "Term" of this Agreement shall continue in full force and effect for thirty (30) years from the Commencement Date and will terminate on (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement. Developer shall completely remove the New Digital Billboard within the times and as provided under Section 7.1 herein. Within thirty (30) days after the termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 10.1 below. If no extension or renewal of this Agreement is agreed to following its termination, then the digital displays shall come down and the lease area restored to its pre-billboard condition, except the columns can be cut off one (1) foot below grade.
- 2.4. Processing Fee. Thirty (30) days after the Commencement Date the Developer shall pay the City a processing fee ("Processing Fee") in the amount of One Hundred Thousand Dollars (\$100,000.00). The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City's discretion. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to the City annually), one-time plan check fees and building permit fees, and any other fees imposed by Los Angeles County, as may be applicable.
- 2.5. Development Fee. The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual development fee paid by Developer to the City would adequately mitigate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to the City ("Development Fee"). The initial Development Fee for the Site shall be One Hundred Thousand and No/100 Dollars (\$100,000.00), and shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. By way of example: Initial Development Fee \$100,000.00; 2nd year \$103,000.00 (Initial Development fee of \$100,000.00 plus 3% or \$3,000.00); 3rd year \$106,090.00 (Preceding year Development Fee of \$103,000.00 plus % \$3,090.00); 4th year \$109,272.70 (Preceding year Development Fee of 106,090.00 plus 3% or \$3,182.70).
- 2.6. Alternative Development Fee. For any calendar year of the Term, the "Alternative Development Fee" shall be an amount equal to nine percent (9%) of the Gross Revenue made from the digital displays on the Site during the preceding calendar year of the Term. By way of example only, should the Gross Revenue during 3rd year of the Term total \$1,200,000.00 for the New Digital Billboard, then for that year Developer shall pay to the City for the New Digital Billboard the Alternative Fee of \$108,000.00 assuming no applicable deductions from Section 1.1.11 above (i.e., 9% of \$1,200,000.00 is \$108,000.00. in lieu of the 3rd

year Development Fee of \$106,090.00). The Alternative Development Fee of \$108,000.00 will then become the Development Fee for the calculation for the 4th year Development Fee.

- 2.6.1. Revenue Report & Payment of Alternative Development Fee or Development Fee: Within ninety (90) days following the Anniversary Date Developer shall furnish to the City an itemized statement in writing ("Revenue Report"), certified by Developer to be correct, showing the total Gross Revenue made from each sign face of the New Digital Billboard during the preceding calendar year of the Term attributable to each sign display of the New Digital Billboard. If during any particular year of the Term the Alternative Development Fee calculation is higher than the Development Fee calculation with the 3% increase at the time of calculating the Revenue Report, the Development Fee. If the Alternative Development Fee calculation is less than the Development Fee with the 3% increase at the time of calculating the Revenue Report, the Development Fee with the 3% increase at the time of calculating the Revenue Report, the Development Fee with the 3% increase at the time of calculating the Revenue Report, the Development Fee calculation.
- 2.6.2. Additional Revenue. While Developer is not precluded from generating additional revenue from wireless deployment on the billboard, other than wireless communication devices for the use of operating a billboard, Developer shall not enter any agreement with any party for additional revenue, including revenue derived from wireless deployment on the billboard, without first reaching an agreement with City regarding the additional revenue.
- 2.6.3. Audit of Alternative Fee. With prior written notice to Developer of not less than ten (10) business days, the City has the right to audit Developer's New Digital Billboard revenue and to view those portions of any advertising space contracts or invoices that only related to this Agreement, at Developer's Corporate office, on any normal workday between 9:00 a.m. and 4:00 p.m. once a year. City also has the option of having the contracts and invoices reviewed at City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670, for the audit. Prior to the audit, the City shall sign a confidentiality agreement regarding the advertising space contracts and invoices. If the statement of total Gross Revenue previously provided to the City shall be found to be inaccurate for prior calendar years of the Term, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Alternative Fee, if any, that should have been paid to the City for the period or periods covered by such inaccurate statement or statements. If said audit discloses an underpayment of greater than three percent (3%) with respect to the amount of total Gross Revenue reported by Developer for the period or periods of said report, then Developer shall immediately pay to the City the cost of such audit, plus ten percent (10%) interest per annum on the amount underpaid, but the application of the said interest is limited to the previous year before the time any underpayment should have been paid to the City; if the audit does not disclose an underpayment of greater than three percent (3%) with respect to the amount of total Gross Revenue reported by Developer for the period or periods of said report, the cost of such audit shall be paid by the City.
- **3. COMMUNITY BENEFITS.** Developer shall also provide the following Community benefits during the entire Term of this Agreement.
- 3.1. City's Use of the Billboard. Developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of

the Billboard, subject to availability of space. Developer shall place City-provided announcements, on a space available basis, in one of the eight (8) display images in the current rotation of display images at any time. The City shall be responsible for providing Developer with approved advertising copy and shall also be responsible for any costs associated with providing Developer with artwork in acceptable format per Developer's specifications. City's use is subject to the following conditions and parameters: (1) all copy must be submitted to Developer at least five (5) days before the proposed display date and will be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed, and (2) all five (5) weeks' worth of display time for a particular year must be utilized during such year (i.e., no advertisement rights shall accumulate or carryover to the following year).

- **3.2. Discount Advertising.** Developer shall offer a twenty percent (20%) discount off its applicable rates for display of advertising on the Billboard to any business that is a member of the Santa Fe Springs Chamber of Commerce, and has a headquarters and/or office in the City.
- 4. PROHIBITED USE. Developer shall not utilize any of the displays on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance.

5. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

- **5.1. Rights to Develop.** Subject to and during the Term of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 5.2 below.
- 5.2. Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the of the structure on the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.
- 5.3. Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Conditional Use Permit and building permit(s) from the City, and any and all permits and approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission and City Council have approved an Initial Study/Negative Declaration for the project, thus complying with, and satisfying the requirements of, the California Environmental

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

- 5.4. Timing of Development; Scope of Development. Developer shall commence the Development within the time set forth in the Schedule of Performance, attached hereto as Exhibit "D". "Commencement" of the Development is defined herein as commencement of construction or improvements under the City building permit for the construction of the New Digital Billboard on the Site, which shall occur as soon as possible following Developer's receipt of all necessary Development Approvals and Final Permits. In the event that Developer fails to meet the schedule for Commencement of the Development, then after compliance with Section 5.4, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 10.10 delay the Commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 10.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Digital Billboard. Developer shall also maintain the New Digital Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as Exhibit "B" herein.
- Changes and Amendments. Developer may determine that changes to the 5.5. Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s), provided that the City may request written consent from Owner if the modification is deemed material. The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the City Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such

upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

5.6. Reservation of Authority.

- 5.6.1. *Limitations, Reservations and Exceptions*. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:
- (a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.
- (b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.
- (c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.
- (d) Regulations that are not in conflict with the Development Approvals or this Agreement.
- (e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.
- (f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.
- 5.6.2. *Future Discretion of the City.* This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.
- 5.6.3. Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law. In the event that applicable federal, state, county or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for

the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

- 5.7. Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 7.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.
- **5.8. Public Improvements.** Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals on the requirement that Developer pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("Exactions") at such time as the City shall determine, subject to the following conditions:
- 5.8.1. The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and
- 5.8.2. The timing of the Exaction should be reasonably related to the development of the Development, and said public improvements shall be phased to be commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.
- 5.8.3. It is understood, however, that if the there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.
- 5.9. Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Development Agreement and/or the Development Approvals. However, this Development Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not on the New Digital Billboard or Developer directly, except as follows:

- 5.9.1. Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date and applicable to the Development or are included in the Development Approvals;
- 5.9.2. Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes applicable to the Development;
- 5.9.3. Developer shall be obligated to pay all fees applicable to any permit applications as charged by the City at the time such application(s) are filed by Developer; and
- 5.9.4. Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit applications are filed by Developer or that exist when Developer applies for any Subsequent Development Approvals.
- **5.10.** Changes. Notwithstanding anything to the contrary herein, if there is a change is such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

6. REVIEW FOR COMPLIANCE.

- Annual Review. The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the Anniversary Date, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the commencement of the Term: (1) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", (2) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Development herein, (3) any easement or Lease changes that could in any way materially impact the City or the parties' obligations under this Agreement, but any disclosure shall be via a redacted Lease per Section 2.2, (4) any utility changes that could in any way materially impact the City or the parties' obligations under this Agreement, and (5) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B".
- **6.2. Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.
- 6.3. City Rights of Access. Subject to the City's execution of a permit to enter in a form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as

possible, for the purpose of conducting the review under this Article 4, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 6.2 above. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 6.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in a form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Digital Billboard during any inspection.

6.4. Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 7; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 10.10.

6.5. Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue within ten (10) days of receipt of the request, a written confirmation ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be

in recordable form if requested by Developer, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within ten (10) days of receipt of the request. If the City fails to respond to a Developer's request pursuant to this Section 6.5, the Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer's request.

7. DEFAULT AND REMEDIES.

7.1. Termination of Agreement.

- 7.1.1. Termination of Agreement for Material Default of Developer. The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 6.4. In the event of a termination by the City under this Section 7.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.
- 7.1.2. Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 6.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, (1) it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development, or (2) any governmental agency has concluded a taking or regulatory taking of the Site and/or the Development or (3) the Lease is terminated, or (4) it is unable to profitably operate the Development. In the event of a termination by Developer under this Section 7.1.2, Developer acknowledges and agrees that the City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard that is so terminated that equates to the percentage of time elapsed in the year of the Term at the time of termination.
- 7.1.3. *Rights and Duties Following Termination*. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination of this Agreement, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said

termination of this Agreement, (iii) Developer's obligation to remove the terminated New Digital Billboard pursuant to Section 2.3, or (iv) any continuing obligations to indemnify other parties.

8. INSURANCE, INDEMNIFICATION AND WAIVERS.

8.1. Insurance.

8.1.1. Types of Insurance.

- (a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 8.2. Developer has agreed to indemnify the City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.
- (b) Worker's Compensation. Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.
- 8.1.2. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement.
- 8.1.3. *Failure to Maintain Insurance and Proof of Compliance*. Developer shall deliver to the City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:
- (a) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "D" (Schedule of Performance), Item No. 8.

- (b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.
- (c) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 6.4, may view such failure or refusal to be a default hereunder.

8.2. Indemnification.

- 8.2.1. *General.* To the extent of its liability coverage required under Section 8.1.1(a) above, Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site.
- (a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.
- (b) Developer will promptly pay any judgment rendered against the City or Owner or their respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and Owner and their respective its officers, agents, and employees harmless therefrom.
- 8.2.2. *Exceptions*. The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.
- 8.2.3. *Additional Coverage.* Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:
- (a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer;
- (b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;
- (c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

- 8.2.4. Loss and Damage. Except as set forth below, the City shall not be liable for any damage to property of Developer, Owner or of others located on the Site, nor for the loss of or damage to any property of Developer, Owner or others by theft or otherwise. Except as set forth below, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) to the extent covered in any permits to enter executed by the City, or (iii) under the circumstances set forth in Section 8.2.2 above.
- 8.2.5. *Period of Indemnification*. The obligations for indemnity under this Section 8.2 shall begin upon the Effective Date and shall survive termination of this Agreement.
- 8.3. Waiver of Subrogation. Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.
- 9. MORTGAGEE PROTECTION. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering Site or any portion thereof or the Development or any improvement on the Site thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation. Any Mortgagee of the Site shall be entitled to the following rights and privileges:
- 9.1.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development of the Site or any mortgage of the Site made in good faith and for value, unless otherwise required by law.
- 9.1.2. The Mortgagee of any mortgage or deed of trust encumbering the Development of the Site or any mortgage or deed of trust encumbering the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

- 9.1.3. If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (I 0) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.
- 9.1.4. Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

10. MISCELLANEOUS PROVISIONS.

- 10.1. Recordation of Agreement. This Agreement shall be recorded in "short form" version with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.
- 10.2. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.
- 10.3. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.
- 10.4. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of

California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

- 10.5. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- 10.6. Singular and Plural. As used herein, the singular of any word includes the plural.
- 10.7. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.
- 10.8. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.
- 10.9. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and Owner and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 10.10. Force Majeure. Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.
- 10.11. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.
- 10.12. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
- 10.13. Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any

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

- 10.14. Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.
- 10.15. Development as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a "public work" development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.
- 10.16. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.
- 10.17. Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

- 10.18. Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment (which approval shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.
- 10.19. Assignment. Developer shall have the right to transfer or assign its rights and obligations under this Agreement (collectively, an "Assignment") to any person or entity (an "Assignee") in connection with a transfer or assignment of all of Developer's interest in the Lease without the prior approval of the City; provided that, (a) Developer shall notify City in writing of such proposed Assignment at least thirty (30) days prior to the effective date of any proposed Assignment, and (b) Developer and Assignee shall enter into a written assignment and assumption agreement, executed in recordable form, pursuant to which Assignee shall agree to assume all duties and obligations of Developer under this Agreement remaining to be performed at the time of the Assignment.
- 10.20. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.
- 10.21. Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City: City of Santa Fe Springs

11710 E. Telegraph Road Santa Fe Springs, CA 90670

Attn: City Manager

If to Developer: Outdoor Associates LLC

22431 Antonio Parkway, Suite b160-681 Rancho Santa Margarita, CA 92688

Attn: Glenn Emanuel

With a copy to: Jackson Tidus

2030 Main Street, Suite 1200

Irvine, CA 92614

Attn: Michael L. Tidus, Esq.

10.22. Nonliability of City Officials. No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or

execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

- 10.23. No Brokers. The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.
- 10.24. No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

[Signatures on the following page]

and year first set forth above.	
CITY:	CITY OF SANTA FE SPRINGS a California municipal corporation
	By:
DEVELOPER:	OUTDOOR ASSOCIATES LLC a Delaware limited liability company
	By: Glenn Emanuel, Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF _____ On ______, ____, before me, ______ (here insert name and title of the officer) personally appeared ____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of ______that the foregoing paragraph is true and correct. WITNESS my hand and official seal. (Seal) Signature A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

(Seal)

Signature

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

All that certain real property located in the City of Santa Fe Springs, County of Los Angeles, State of California more particularly described as follows:

The Southeasterly 172.23 feet, measured along the Southwesterly line of that portion of Lot "A" of Tract No. 8130, in the City of Sente Fe Springs, in the County of Los Angeles, State of California, as per may recorded in Book 160 Pages 1 and 2 of Maps, in the office of the County Recorder of said County, bounded by the following described line:

Beginning at a point in the Westerly line of said Lot "A" that is distant South 0" 21' 52' East 249.03 feet; measured along said Westerly line and its Northerly prolongation from the canter line of Firestone Boulevard, 80 feet wide, as described in the deed to County of Los Angèles, recorded in Brok 12856, Page 136, Official Records, in said office of the County Recorder; thence along the Southwesterly line of the land described in the deed to the State of California, recorded September 28, 1949 as Instrument No. 2745, in Book 31109. Page 342, Official Records, the following courses: Morth 51" 35' 27" East 37.14 feet. South 72" 46' 29" East 148.50 feet to the beginning of a tangent curve concave Southwesterly having a radius of 272 feet; Southwesterly along said curve through a central angle of 15" 38' 24" an arc distance of 74.25 feet to a line parallel with and distant 123 feet Southwesterly measured at right angles from the center line of Firestone Souteward, as described in the deed recorded in Book 12824, Page 246, Official Records, and thence along said parallel line. South 57" 08' 06" East 587.08 feet to the true point of beginning; thence leaving said Southwesterly line Meaterly along a curve concave Southerly having a radius of 400 feet and tangent to said parallel line through a central angle of 20" 35" 22" an arc distance of 143.51 feet; thence North 77" 48' 22" West 146.76 feet; thence North 85" 00' 00" West 13.63 feet; thence south 56" 60' 17" West 136.71 feet; thence North 85" 00' 00" West 13.63 feet; thence along said Southwesterly line of said Lot "A"; thence along said Southwesterly line of the North 57" 08' 06" East 509.44 feet to a line that bears South 32" 51' 55" Mest from a point in said Southwesterly line of the North 57' 08' 06" East 50.90 feet to be along thince thereon North 57' 08' 06" East 50.80 feet to a said point of beginning; thence North 52" 61' 55" East 50.80 feet from the true point of beginning.

ALSO shown as Parcel 3 of Parcel Map No. 2171, in the City of Santa Fo Springs, in the County of Los Angeles, State of California as per map filed in Book 34, Page 82 of Parcel Maps, in the office of the County Recorder of said County.

EXCEPT therefrom all Oll, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet from the surface of said property, but with so right of surface entry, as provided in the deed recorded August 13, 1965 as Instrument No. 1006 in Book 52006, Page 6, Official Records.

APN: 7005-014-071

EXHIBIT "B"

SCOPE OF DEVELOPMENT

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

- 1. The Development. Developer shall install the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 60 foot tall, "bulletin" size V-Shaped freeway-oriented billboard with a total of two (2) digital displays (each display measuring 14' x 48' within the billboard frame) on the 5 Freeway. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the New Digital Billboard and the Site shall be maintained in accordance with the conditions at Paragraph 3 below.
- 2. <u>Building Fees.</u> Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that the building permit is issued for the installation of the New Digital Billboard.
- 3. <u>Maintenance and Access.</u> Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:
- Maintenance and repair of the New Digital Billboard (where authorized (a) pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site, unless those federal, state, and local bodies have an exception for a legal nonconforming use. Such, maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing maintenance by Developer of any access road to the New Digital Billboard if damaged by the Development and to minimize dust caused by the Development; and (iii) the repair, replacement and repainting of the New Digital Billboard's structures and displays as necessary to maintain such billboards in good condition and repair.
- (b) Maintenance of the New Digital Billboard and surrounding portion of the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Site.
- (c) Developer shall reasonably coordinate with any neighboring property owners who share utilities or access roads to their separate respective billboards. The City may

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

- 4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B", then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 6.4 of the Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Development or any part thereof or interests therein as to the violating person or one threatening violation.
- 5. <u>No City Liability.</u> The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.
- 6. <u>Conditions of Approval.</u> The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, landscaping adjacent to New Digital Billboard, which billboard and landscaping or painted backing adjacent to the billboard, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her designee:
- (a) A building permit will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.
- (b) The Billboard shall be located in the portion of the Site shown on <u>Exhibit</u> <u>"C-1"</u>, and shall be of the dimensions described in Section 1, above.
- (c) The size of each sign display of the New Digital Billboard shall not exceed the dimensions set forth in the Ordinance, and shall not to exceed the maximum height set forth in the Ordinance, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Ordinance and depicted in the Site Plan at Exhibit "C-1" and Billboard Elevation at Exhibit "C-2" both approved by the City as part of the Development Approvals.
- (d) The New Digital Billboard pole shall have a column cover as depicted in the Billboard Elevation within Exhibit "C-2".
- (e) Plans and specifications for the proposed installation of the New Digital Billboard shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits. Plans and specifications for the proposed

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

- (f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.
- (g) Developer shall maintain the New Digital Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state ordinance with jurisdiction over the facilities, unless the Development is exempted as a legal nonconforming use.
- (h) Developer shall, at all time, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division, and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.
- (i) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the applicable building or electrical permits.
- (j) The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.
- (k) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.
- (1) If any portion of the landscaping or painted backing installed adjacent to the New Digital Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards or with the reasonable consent of the Director of Planning, the Developer at the Developer's own cost, can remove and relocate any landscaping.
- (m) Developer shall be required to install all utilities underground in connection with the New Digital Billboard in conformance with Ordinance 1036 and 1092. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.
- (n) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.
- (o) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the Development.

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

EXHIBIT "C-1"

SITE PLAN

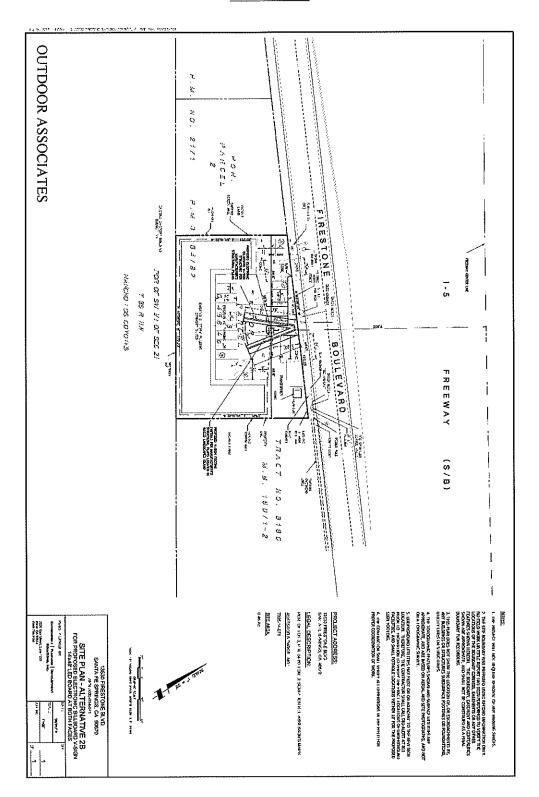


EXHIBIT "C-2"

BILLBOARD ELEVATION

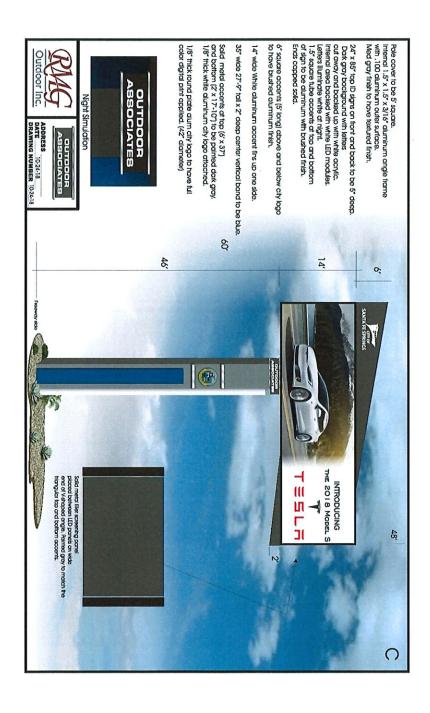


EXHIBIT "D"

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE		TIME FOR PERFORMANCE	REFERENCE		
1.	City's Planning Commission holds public hearing and recommends approval of Agreement and Conditions of Approval		Recitals		
2.	City's City Council holds hearings to approve Agreement and first and second reading of Ordinance	, 2018 (1st Reading);, 2018 (2nd Reading), provided Developer has fully executed the Agreement	Recitals		
3.	Effective Date of this Agreement.	30 days following City Council's second reading of Ordinance, or	N/A		
4.	Developer prepares and submits to City working drawings specifications and engineering, the City commences approval process.	Within 120 days of the Council's second reading of the Ordinance approving this Agreement	5.4		
5.	City to approve all construction and engineering drawings and specifications with a plan check approval, and issue a building permit and an electrical permit. City agrees to any necessary building or electrical permits need for Developer to acquire the Caltrans approvals. Developer agrees not to commence construction until it receives the applicable Caltrans approvals.	Within 30 days of City's receipt of Developer's construction drawings and specifications addressing all of City's comments.			

ITI	EM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
6.	Developer to provide copy of Caltrans approval to City	Prior to commencing any inspections and work on the Development.	5.3, 5.4
7.	Developer to submit proof of insurance to City.	Prior to commencing any inspections and work on the Development	8.1.2
8.	Developer pays Processing Fee	Thirty days from the date that the building official releases the electrical meter to Southern California Edison (Commencement Date)	2.4
9.	Developer pays City annual installments of the Development Fee or Alternate Development Fee.	Within ninety (90 days) following the Anniversary Date and after the termination of the Term.	2.5, 2.6
10.	Developer pays the Alternative Fee if in excess of the Development Fee.	Within 90 days of the end of each calendar year of the Term	2.6

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

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 5.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.

City of Santa Fe Springs

City Council Meeting

January 10, 2019

ADOPTION OF ORDINANCE

Ordinance No. 1095 – An Ordinance of the City of Santa Fe Springs Amending Section 130.04(B) (Unlawful Conduct Within a Park) of Chapter 130 (General Provisions) of Title XIII (General Offenses) of the Santa Fe Springs Municipal Code with the Revision of Subsection 18 (Gathering of 50 or more Persons) and the Additions of Subsection 23 and 24 (Canopy Use) to Regulate the Use of the Parks

RECOMMENDATION

That the City Council move to read by title only, waive further reading and adopt Ordinance No. 1095.

BACKGROUND

At its December 13, 2018 meeting, the City Council gave first reading and introduction to Ordinance No. 1095. Tonight's action would consist of giving second reading and adoption of Ordinance No. 1095.

The Parks and Recreation Advisory Committee discussed the use of canopies on City parks at their meeting on Wednesday, October 3, 2018. The Committee discussed the use of large, "event" style canopies on the parks and how it negatively impacts the use of the park and is also a safety concern. There is limited parking available at all parks in the City; Little Lake Park, Los Nietos Park, Lakeview Park and Santa Fe Springs Park. When there is a reservation for the covered picnic area at any of these parks and when another large party uses the same park, vehicles spill into the residential areas. The use of large canopies increases the amount of patronage of the park and causes overuse in which the local residents bear the brunt of the congestion. The large canopies can also be a safety hazard as they are large structures that can easily be uplifted or blown into park amenities or patrons causing damage and/or injury.

PROPOSED CHANGES

The Parks and Recreation Advisory Committee reviewed different ways to address these concerns and how to modify the Municipal Code to restrict this type of use on City parks. The committee brainstormed and developed the following three recommendations for review by City Council.

- AMENDMENT: M.C. 130.04(B)(18)
 It is unlawful to: Call, hold, conduct, arrange for, or be present at any distinct, individual, or separate, group, gathering, lodge, association, company, corporate or other picnic, meeting or assembly having, or which will have, in excess of 400 50 persons in attendance thereat without special written permit from the Director of Recreation Services.
- ADDITION: M.C. 130.04(B)(23)
 It is unlawful to: Have in excess of (3) three 10ft x 10ft "pop-up" canopies per group/party.

ADDITION: M.C. 130.04(B)(24)
 It is unlawful to: Have, erect and/or construct a canopy larger than 10ft x10ft.

It is at the discretion of the City Council to now take any of the following actions:

- 1. The City Council may now adopt the Ordinance by making a motion to read by title only, waiver further reading and adopt Ordinance No. 1095: Amending M.C. 130.04(B)(18) and adding new sections M.C. 130.04(B)(23) and M.C. 130.04(B)(24).
- 2. The City Council may choose not to continue with Ordinance No. 1095: Amending M.C. 130.04(B)(18) and adding new sections M.C. 130.04(B)(23) and M.C. 130.04(B)(24).
- 3. The City Council may ask for additional information and make a motion not listed in the staff report.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed revised Ordinance No. 1095 amending M.C. 130.04(B)(18) and adding new sections M.C. 130.04(B)(23) and M.C. 130.04(B)(24).

FISCAL IMPACT

There may be minimal financial impact from citation fees for those that do not comply with the amendments to the Municipal Code. There is not an associated fiscal impact on staffing as those levels would be unaffected by the changes to the Municipal Code.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process at City Hall, the City Library and on the City's website.

The Mayor may call upon Parks & Recreation Services Division Manager, Adam Matsumoto to answer questions the Council may have.

Raymond R. Cruz City Manager

Attachment:

Ordinance No. 1095

ORDINANCE NO. 1095

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 130.04(B) (UNLAWFUL CONDUCT WITHIN PUBLIC PARKS) OF CHAPTER 130 (GENERAL PROVISIONS) OF TITLE XIII (GENERAL OFFENSES) OF THE CITY OF SANTA FE SPRINGS MUNICIPAL CODE WITH THE REVISION OF SUBSECTION 18 AND THE ADDITIONS OF A SUBSECTIONS 23 AND 24 (CANOPY USE) TO REGULATE THE USE OF THE PARKS.

WHEREAS, The Parks and Recreation Advisory Committee has made three recommendations to the City Council to help address the overuse of City Parks and to make them safer: and

WHEREAS, The City Council wishes to amend the City of Santa Fe Springs Municipal Code in order to implement the recommendations of the Parks and Recreation Advisory Committee.

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

- **SECTION 1**. AMENDMENT: Section 130.04(B)(18) of the City of Santa Fe Springs Municipal Code is hereby amended to read as follows to make it unlawful to:
- (18) Call, hold, conduct, arrange for, or be present at any distinct, individual, or separate, group, gathering, lodge, association, company, corporate or other picnic, meeting or assembly having, or which will have, in excess of 50 persons in attendance thereat without special written permit from the Director of Recreation Services.
- **SECTION 2.** ADDITION: Section 130.04(B) of the City of Santa Fe Springs Municipal Code is hereby amended with the addition of sub-section (23) as follows to make it unlawful to:
 - (23) Have in excess of (3) three 10ftx10ft "pop-up" canopies per group/party.
- **SECTION 3.** ADDITION: Section 130.04(B) of the City of Santa Fe Springs Municipal Code is hereby amended with the addition of sub-section (24) to read as follows to make it unlawful to:
 - (24) Have, erect and/or construct a canopy larger than 10ftx10ft.
- **SECTION 4.** The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

	HEWINO.:
PASSED and ADOPTED this day of <u>Januar</u>	y 10, 2019, by the following roll call vote:
AYES:	
NOES:	
ABSENT:	
ATTEST:	Juanita Trujillo, Mayor

Janet Martinez, CMC, City Clerk

APPROVED:

City of Santa Fe Springs

City Council Meeting

January 10, 2019

NEW BUSINESS

<u>Santa Fe Springs Athletic Fields Picnic Shelter-Trellis Replacement Project – Final</u> Payment

RECOMMENDATION

That the City Council approve the Final Payment (less 5% Retention) to Corral Construction & Development Inc. of Commerce, California in the amount of \$37,608.60 for the subject project.

BACKGROUND

The City Council, at their meeting of November 20, 2018, awarded a contract to Corral Construction & Development Inc. of Commerce, California in the amount of \$39,588.00 for the above project.

The Santa Fe Springs Athletic Fields Picnic Shelter-Trellis Replacement project consists of the installation and painting of two new timber picnic shelters and entry trellis in the same locations as the original structures.

The following payment detail represents the Final Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory.

The final construction cost is \$39,588.00. The final project cost including construction, engineering, inspection, and contingency is within the budgeted amount of \$60,000.

FISCAL IMPACT

The Santa Fe Springs Athletic Fields Picnic Shelter-Trellis Replacement project is fully funded through the Utility Users Tax (UUT)/Capital Improvement Project (CIP) Fund

Raymond R. Cruz City Manager

Date of Report: January 3, 2019

Attachment:

Final Payment Detail

Report Submitted By:

Noe Negrete
Director of Public Works

Payment Detail:

SANTA FE SPRINGS ATHLETIC FIELDS PICNIC SHELTER-TRELLIS REPLACEMENT

Contractor: Corral Construction & Development Inc.

5211 E. Washington Blvd., 2-122

Commerce, CA 90040

Final Payment \$ 37,608.60

ltem	Description			Contract		Complete	d This	Period	Complete	ed To l	Date
No.	Description	Quantity	Units	Unit Price	Total	Quantity		Amount	Quantity		Amount
Contr	ontract Work										
	Furnish and install three (3) new trellis consist of 6 3/4" x 18 Glulam beams; 6" x 18", 4" x 12", and 4" x 6" trellis beam/joist; and 2" x 2" trellis member; Grade #1, dried Douglas Fir complete with all fasteners, joist connectors and hardware as indicated in the plans. The existing steel plate connectors and anchors bolts on the existing columns and walls will be cleaned and re-		L.S.	\$ 37,588.00	\$ 37,588.00	100%	\$	37,588.00	100%	\$	37,588.00
	Painting: Furnish and apply one (1) coat primer (EZ-Prime, by Dunn Edwards) and two (2) coats paint (Evershield, by Dunn Edwards) on all the trellis structure members all around the surfaces of the Glulam, beams, joist and trellis members.		L.S.	\$ 2,000.00	\$ 2,000.00	100%	\$	2,000.00	100%	\$	2,000.00
				Contract Total:	\$ 39,588.00		\$	39,588.00		\$	39,588.00
			Conti	act Amount to Date:	\$ 39,588.00			Total Comp	oleted Items to Date	\$	39,588.00

CONTRACT PAYMENTS:

Total Items Completed to Date

Less 5% Retention:

Final Payment

		Warrant Billing Period			,	i	1
e Date	Invoice No.	Invoice Due Date	Invoice Pay Date		Amount	Rete	ntion Amount
2018	Final Invoice	12/31/2018	01/10/2019	\$	37,608.60	\$	1,979.40
			Bute Involocitor	invoice i ay bate	invoice i ay bate	invoice i ay bate	The invoice it is invoice it as bate

\$ 37,608.60

		Amount		Account	
Finance Please Pay:	\$	37,608.60			
5% Retention Completed this Period:	\$	1,979.40	205		
Recommended by Project Manager:	Robe	ert Garcia		2211	
Approved by PW Director:	Noe I	Negrete	B	1/1/19	

City of Santa Fe Springs

City Council Meeting

January 10, 2019

NEW BUSINESS

Storm Drain Easement Located at 13060 Firestone Boulevard, Santa Fe Springs – Quitclaim Deed Approval

RECOMMENDATION

That the City Council take the following actions:

- Approve the Quitclaim Deed of a Storm Drain Easement, located at 13060
 Firestone Boulevard, Santa Fe Springs, to Daniel H. and Diana J. Traen; and
- Authorize the Mayor to execute the necessary documents to have the Quitclaim Deed recorded with the Los Angeles County Recorder's Office.

BACKGROUND

In 1967, the State of California relinquished portions of Firestone Boulevard to the City, including right of way and related easements. As part of the I-5 Freeway Widening Project, Caltrans altered the drainage pattern on Firestone Boulevard. In the past, a catch basin located at 13060 Firestone Boulevard was connected to a storm drain pipe that emptied into railroad right-of-way located at the rear of the property to the south. The catch basin at the above address now drains storm water north into the freeway storm drain system.

Staff was unable to find record documents of the storm drain easement at this property. Furthermore, the title report did not show a storm drain easement on the property either. Therefore, in order to be sure, the City is Quit-claiming any and all City storm drain easements that could exist on this property.

Staff is currently reviewing proposed plans and specifications to install an electronic billboard sign on the property at 13060 Firestone Boulevard. The proposed electronic sign would be located in the general vicinity of the abandoned storm drain pipe.

Staff is recommending that the City Council approve a quitclaim of the storm drain easement located at 13060 Firestone Boulevard, Santa Fe Springs, to Daniel H. and Diana J. Traen. The Quitclaim Deed is attached.

FISCAL IMPACT

The cost of preparing the Quitclaim document to be recorded is included in the approved FY 2018-2019 Department of Public Works Budget.

INFRASTRUCTURE IMPACT

The proposed Quitclaim document will remove any potential legal obstacles to the City Planning Commission and subsequent Council's consideration to approve the proposed electronic billboard located at 13060 Firestone Boulevard.

Raymond R. Cruz City Manager

Attachment: Quitclaim Deed

Report Submitted By: Noe Negrete

Director of Public Works

Date of Report: January 3, 2019

RECORDING REQUESTED BY:

The City of Santa Fe Springs

AND WHEN RECORDED MAIL TO:

Mr. & Mrs. Daniel H. Traen 13060 Firestone Boulevard Santa Fe Springs, CA 90670

CITY OF SANTA FE SPRINGS

APN: 7005-001-019

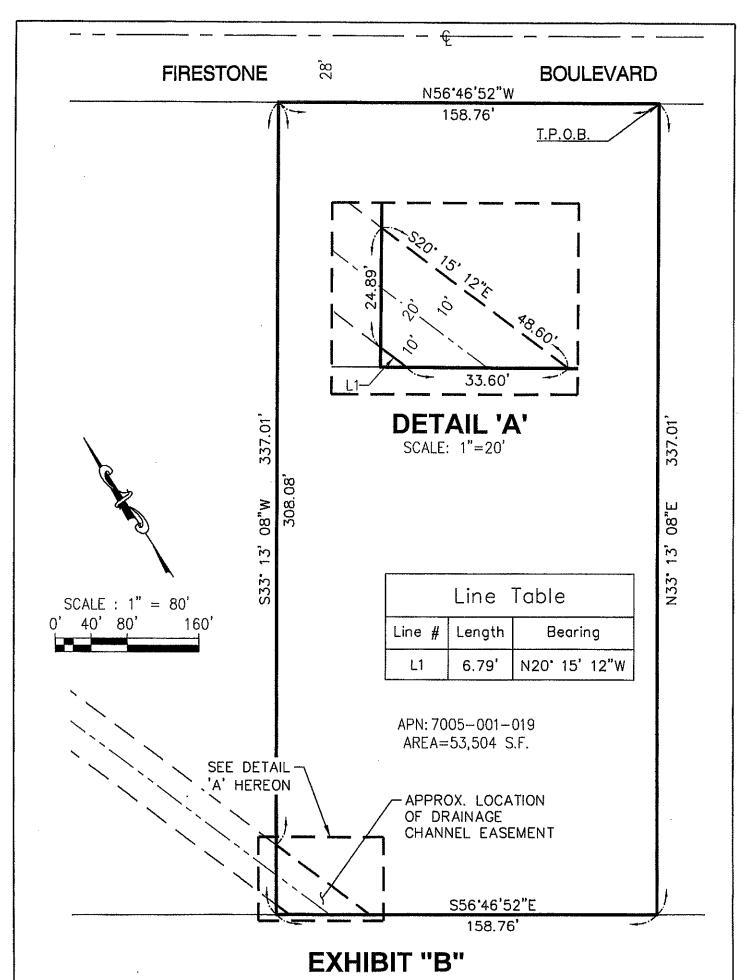
NO RECORDING FEE - PUBLIC ENTITY EXEMPT GC 6103

QUITCLAIM DEED

In the year of 1967, The State of California, Division of Highways, relinquished portions of Firestone Boulevard to the City of Santa Fe Springs together with the right of way and appurtenances thereof as per document recorded on May 26, 1967 in Book 2757 page 422, Official Records of Los Angeles County, California.

Due to recent improvements on Firestone Boulevard and the alteration of drainage pattern within the subject street, NOW, KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF SANTA FE SPRINGS, LOS ANGELES COUNTY, STATE OF CALIFORNIA, a public body, corporate and politic, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM storm drain easement to DANIEL H. AND DIANA J. TRAEN, husband and wife, known to be the present owners of land described in Exhibit "A". This action covers any public storm drain easement that may exist within and may be affecting the subject real property, excepting therefrom a portion of a drainage channel easement as per document recorded in Book 39073, page 338, Official Records of said county. Said easement is located at the southwest corner of the subject property as depicted on Exhibit "B". Both exhibits are attached hereto and made parts of this document.

<u> </u>	<u> </u>		
Ву:	Juanita Trujillo, Mayor	Dated:	, 2019



City of Santa Fe Springs

City Council Meeting

January 10, 2019

NEW BUSINESS

Approval of Traffic Signal Box – Fire-Rescue Department 60th Anniversary Theme

RECOMMENDATION

That the City Council approve the art rendering by artist Candace Galvan for the Fire-Rescue 60th Anniversary traffic signal box, and authorize staff to compensate Candace Galvan as part of this traffic signal box art project.

BACKGROUND

The Heritage Arts Advisory Committee (HAAC) has approved and is recommending an art proposal for the traffic signal box across the street from Fire Station 4 on the north side of Telegraph Road. This will be the fifth art-filled traffic signal box under the Traffic Signal Cabinet Art Project. The proposed theme for this traffic signal box is the Fire-Rescue 60th anniversary. The Fire-Rescue logo will be displayed on the street side of the box and different apparatuses from the last few eras will be wrapped around the three other sides (attached).

The art on the traffic signal boxes continue to enhance the City's aesthetics, as well as reduce maintenance costs associated with graffiti removal. These paintings have an anti-graffiti sealant which deters graffiti.

The selected artist for this traffic signal box art project, Ms. Candace Galvan, has completed all of the City's traffic signal boxes, including: 1) "All-America City" (on the corner of Telegraph Road and Orr & Day); 2) "Red Ribbon Parade" (on the northwest corner of Telegraph Road and Jersey Ave.); 3) the City's 60th Anniversary (on the corner of Telegraph Road and Pioneer Blvd.); and 4) "Book Titles" (on the corner of Alburtis Ave. and Telegraph Rd.). Ms. Galvan submitted two renderings depicting the 60th Anniversary of Fire-Rescue to the HAAC for their review. The HAAC selected and approved the attached rendering for City Council's final review and approval.

FISCAL IMPACT

The total cost of this project will be \$950.00 and will be fully funded by the Heritage Arts in Public Places Program (HAPP) Fund. There will be no impact to the General Fund.

INFRASTRUCTURE IMPACT

The infrastructure impact is minimal. Any necessary aesthetic repairs are provided by the artist at a rate of \$50.00 per hour which is also paid by the HAPP fund.

City of Santa Fe Springs

City Council Meeting

January 10, 2019

The Mayor may call upon Ed Ramirez, Executive Secretary to the HAAC, to answer any questions the City Council may have regarding the proposed Traffic Signal Cabinet Art Project.

Raymond R. Cruz City Manager

Attachments

- 1. Proposed Traffic Signal Box Art Rendering
- 2. Invoice from Candace Galvan for painted utility box in Fire Dept. Theme

Attachment No. 1: PROPOSED TRAFFIC SIGNAL BOX ART RENDERING

Theme: Fire- Rescue 60th Anniversary "60 Years of Dedicated Service



Location: Northside of Telegraph Rd (Across from Fire Station 4)



<u>Invoice</u> Painted utility box in Fire Dept. Theme

December 19, 2018

Candace Galvan
Design-Mural Painting
2420 Park Avenue
Long Beach, CA 90815
ctgalvan@verizon.net
(562) 985-9891 Home

City of Santa Fe Springs

Utility Box at Telegraph Rd. & Alburtis Ave.

<u>Classification</u>

Painted utility box

\$950.00

City Council Meeting

January 10, 2019

NEW BUSINESS

Approval of Personnel Modifications

RECOMMENDATION(S)

That the City Council take the following actions:

- Approve the classification specification changes for the following positions: Code Enforcement Officer, Pubic Safety Officer, Program Coordinator, Recreation Specialist, Utility Services Manager, Water Utility Worker, and Water Utility Lead Worker.
- Eliminate the current Community Services Specialist position and replace the current Recreation Specialist title with Community Services Specialist.
- Reclassify one Account Clerk III position to one Account Clerk I position.

BACKGROUND

Classification Specification Changes

Staff is requesting that the City Council approve updates to the current existing classifications to more accurately reflect the current job duties, responsibilities, and qualifications for each position. These classifications were last updated in 2009. Due to recent vacancies in these positions, a review of minimum requirements of these positions was performed by Department Staff and changes were requested to update the specifications prior to recruiting and filling these positions.

These classification specifications have been given appropriate review by the Santa Fe Springs Employees Association and the Executive, Management and Confidential bargaining units, respectively, with no substantive changes. There is no change in salary proposed for these positions.

The most notable changes proposed are:

Code Enforcement Inspector

Removal of bachelor's degree requirement

Public Safety Officer

Removal of law enforcement experience requirement

Program Coordinator

Addition of preference for bachelor's degree

Recreation Specialist (proposed to be re-titled Community Services Specialist)

Addition of preference for bachelor's degree

Utility Services Manager

Reduction in certification requirement

Water Utility Worker

Reduction in certification requirements

Report Submitted By: Travis Hickey and Debbie Ford Date of Report: January 4, 2019 Finance and Administrative Services

Water Utility Lead Worker

· Reduction in certification requirements

Position Title Changes

Staff is requesting City Council approval to eliminate the existing Community Services Specialist position and replacement of the existing Recreation Specialist position with the title of Community Services Specialist. The existing Community Services Specialist was recently vacated and is not currently filled. The employee which previously held this position was reclassified into this position from the Aquatics Manager position when it was eliminated several years ago. There was no change in salary range as a result of the reclassification.

In order to better match the existing positions with the needs of the Community Services Department, Staff is requesting the elimination of the Community Services Specialist at the salary level of the former Aquatics Manager and replacing the Recreation Specialist title with Community Services Specialist. This allows the Department to utilize the "Specialist" position within any of the Community Services Department Divisions (Family and Human Services, Parks and Recreation, and Library).

Reclassification of one Account Clerk III to one Account Clerk I Position

Two significant changes which occurred within the Finance and Administrative Services Department this fiscal year include the retirement of one Account Clerk III and the transfer of the Child Care program to a non-profit agency. Such changes provide an opportunity to revisit the Account Clerk duties to determine if any changes are warranted given current and future needs of the Department.

Staff has conducted a thorough review of the actual duties and requirements of the vacant Account Clerk III position. Staff recommends reclassifying the vacant Account Clerk III to an Account Clerk I position. With the transition of the Child Care program to a non-profit agency, the related billing function duties, previously performed by an Account Clerk III, were eliminated. The position also performs all Business License related duties in addition to customer service and other related function. Based the reduced work load associated with the child care billing activities, a downgrade of the position to Account Clerk I is recommended. The recommended salary range for the Account Clerk I is attached and is consistent with the percentage spread between the Account Clerk II and Account Clerk III positions.

FISCAL IMPACT

The classification specification changes and title change do not have a fiscal impact. The fiscal impact of reclassifying the current Account Clerk III position to an Account Clerk I position will create an overall savings of approximately \$12,000 annually.

Raymond R. Cruz City Manager

Attachment(s):

- 1. Code Enforcement Inspector
- 2. Public Safety Officer
- 3. Program Coordinator
- 4. Recreation Specialist
- 5. Utility Services Manager
- 6. Water Utility Worker
- 7. Water Utility Lead Worker
- 8. Account Clerk I salary range

CITY OF SANTA FE SPRINGS CODE ENFORCEMENT INSPECTOR

Bargaining Unit: SFSEA Job Code: 14910

FLSA Status: Non-Exempt Date Prepared: 1/10/2019

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under general supervision and direction, ensures that businesses and residents are in compliance with codes and regulations. Performs technical office and field work involving the inspection, investigation and enforcement of State and City codes and ordinances relating to public nuisances, zoning, illegal garage conversions, overgrown vegetation, illegal business operations, illegal land uses, poor landscaping and property maintenance, unpermitted construction, outdoor storage, and most importantly, assistance to the public.

SUPERVISION RECEIVED:

Receives general supervision from the Director of Police Services and/or his designee.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Conducts field investigations and site surveillance of residential, commercial and industrial properties to uncover possible violations.

- 2. Issues citations for violations relating to public nuisances including zoning, litter, abandoned vehicles, weeds and debris accumulation.
- 3. Ability to effectively explain appropriate City and State codes and ordinances; learn the purpose and interpretation of occupancy, zoning, land use, building, business license, and public nuisance code provisions.
- 4. Ability to learn to deal diplomatically with the public, effectively defuse volatile situations; use discretion and exercise sound judgment; interpret regulations; maintain routine records and files; and communicate effectively orally and in writing.
- 5. Researches City codes for appropriate sections; conducts on-site investigations of complaints; and issues notice of violations.
- 6. Answers inquiries from the general public regarding code and ordinance requirements, interpretations, policies and applicability.
- 7. Develops and maintains written case information; keep records and chronological logs.
- 8. Posts legal notices on property and physically removes illegal signs.
- 9. Photographs evidence, prepares diagrams and measurement, interviews potential witnesses, and composes letters and follows-up documentation to ensure remedial action has been taken.
- 10. Provides information and customer service to the public both by telephone and at the public counter.
- 11. Researches property ownership, and zoning, building and parcel histories.
- 12. Files problem cases with the City Prosecutor: testifies at court hearings.
- 13. Reviews land use planning applications (Conditional Use Permits) and prepares conditions of approval relevant to public safety on behalf of Police Services.
- 14. Handles Regulatory and Conditional Use Permit applications and renewals and tracks compliance of conditions.
- 15. Assist in the preparation of agendas; write staff reports, and recommendations for the Planning Commission and other special meetings.
- 16. Researches, drafts, and rewrites municipal codes; participates in the development of forms and processes utilized to address various issues.
- 17. Process Administrative Citations for code enforcement violations.

C. Other Job Specific Duties

- 1. Provides information to City staff on policies and procedures related to Code Enforcement/Land uses.
- 2. Prepares staff reports, presentations, memoranda, and other materials and/or information for use at public meetings.
- 3. Attends Planning Commission and City Council meetings and make presentations with staff to Advisory Committees, residents, and business and agency representatives.
- 4. Process public records requests in coordination with the City Clerk or Deputy City Clerk and other City staff.
- 5. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Municipal codes.

Fire, building, and vehicle codes.

Construction terminology.

Departmental policies and procedures.

Federal, state, and local laws and regulations.

Investigative principles and practices.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Ability to:

Effectively manage assigned case loads.

Issue violation notices and citations to offenders.

Perform field inspections of properties.

Enforce compliance with codes.

Follow written and oral instructions.

Work independently in the absence of supervision.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or equivalent is required.
- College coursework in public administration, urban planning or a related field is desirable.
- Two (2) years of experience involving municipal enforcement, inspection, and investigation.
- Spanish bilingual skills are highly desirable.

License and Certificates:

- Possession of a valid POST certification in PC 832 Arrest is highly desirable.
- A valid Class "C" California Driver's License and an acceptable driving record.
- Ability to obtain certification in basic foundations and principles of Code Enforcement from the California Association of Code Enforcement Officers within one year of hire date.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and outdoors.
- Noise level is quiet to moderate.
- Hazards are minimal.

PHYSICAL DEMANDS:

- Sit for extended periods of time.
- Stand, walk, and bend.
- Push, pull, and reach overhead and above shoulders.
- See well enough to read documents and operate office equipment.
- Lift and move up to 25 pounds.

CITY OF SANTA FE SPRINGS PUBLIC SAFETY OFFICER

Unit: Hourly Non-Benefitted Job Code: 70400

FLSA Status: Non-Exempt Date Prepared: 1/10/2019

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under general supervision, the Public Safety Officer; responds to calls throughout the City; interviews victims and witnesses and prepares accurate crime reports. Collects and secures evidence; performs traffic accident investigations. Provides support to police officers and fire suppression personnel. Performs traffic control during emergency situations. Assists the public with various issues, including criminal, civil, city business, and other related questions. Monitors and patrols City facilities, grounds and parks to enforce safety and security; secures and locks City facilities; enforces and monitors local, state, and vehicle code violations; issues parking citations; resolves criminal complaints and requests from city staff, residents and businesses, and performs related duties as required.

SUPERVISION RECEIVED:

Receives direct supervision from the Lead Public Safety Officer.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

- 1. Monitors and patrols City facilities, grounds, and parks to enforce safety and security.
- 2. Responds to calls throughout the City.
- 3. Provides support to police officers and fire suppression personnel

C. Other Job Specific Duties

- 1. Assists the public with various issues, including criminal, civil, city business, and other related questions.
- 2. Participates in required staff meetings and in-service training.
- 3. Provides coverage at various City facility permit activities, at the City's Police Services Center, and Emergency Operations Center.
- 4. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Basic Law enforcement practices and procedures.
Safety practices, procedures, and regulations
Departmental policies and procedures
Modern office procedures and equipment including computers
Word processing and other related software applications

Ability to:

Patrol City facilities and grounds
Interact effectively with a wide variety of individuals
Follow written and oral instructions
Communicate effectively verbally and in writing
Work with accuracy and attention to detail
Operate and use modern office equipment
Effectively organize and prioritize assigned work
Establish and maintain effective working relationships with other people

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Ability to speak and understand Spanish preferred.
- One (1) year public contact experience.
- A valid State of California driver's license and an acceptable driving record.
- Must be 18 years of age
- Possession of or ability to obtain a PC 832 within one year of appointment to this classification.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and in the field.
- Noise level is quiet to moderate.
- Utilizes hand tools.
- Occasional exposure to chemicals, fumes, gases, and odors.
- Occasional contact with dissatisfied or distressed individuals.

PHYSICAL DEMANDS:

- Stand, sit, walk, kneel, crouch, stoop and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- Use hands and fingers to operate office equipment
- See well enough to read documents and operate office equipment.
- Lift and move up to 50 pounds.

CITY OF SANTA FE SPRINGS PROGRAM COORDINATOR

Bargaining Unit: SFSEA Job Code: 16700

FLSA Status: Non-Exempt Date Prepared: 01/10/2019

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under direct supervision, manages, directs and coordinates the services and activities of the assigned program; provides liaison between clients and outside agencies; performs community outreach and arranges for services from other agencies; ensures compliance with policies and procedures; analyzes recreational program issues and develops and recommends appropriate responses.

DISTINGUISHING CHARACTERISTICS:

Program Coordinators may be assigned to one of the following assignments: Parks & Recreation, Family and Human Services, Intervention, Environmental Services, or Library Services.

Distinguishing characteristics for specific assignments:

<u>Parks & Recreation Services Division</u> – Coordinates a broad range of recreation activities and programs in the Parks & Recreation Services Division; assists in the development, implementation and planning of special events; ensures compliance with policies and procedures. These duties include but are not limited to Day Camps, Summer Camps, Adult & Youth Sports, Marketing, Rental Facilities, Parks and Recreational Classes.

<u>Intervention</u> – Plans, develops, implements, coordinates, and promotes programs, events, and activities emphasizing personal, educational, social, and emotional growth of program participants.

<u>Environmental Services</u> – Implements and monitors recycling programs for City residents, businesses, and employees that teach and encourage preferred behavior and help the City to remain in compliance with state regulations.

<u>Library Services Division</u> – Performs a full range of programmatic and paraprofessional duties in support of various programs and functions of the Library; plans and coordinates Library outreach events and activities.

<u>Family & Human Services Division</u> - Coordinates a broad range of activities and programs in the Family & Human Services Division; assists in the development, implementation and planning of special events and programs; ensures compliance with policies and procedures.

Program Coordinator

These duties include but are not limited to cultural events, Older Adult Services and programs, Family Services programs, Holiday Basket programs, and Rental Facilities to include coordination of weddings.

SUPERVISION RECEIVED:

Receives general supervision from a Community Services Supervisor, Librarian III or Division Manager.

SUPERVISION EXERCISED:

May exercise indirect supervision over Program Leader and clerical staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other city employees.
- 4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

- 1. Manages, directs and coordinates the services and activities of the assigned program; implements program policies and procedures.
- 2. Provides customer services to customers; provides information on program services and resources; assists in completing documentation; may recommend, post, and disperse payments to customers, if applicable.
- 3. Performs technical, clerical and paraprofessional duties in providing program services.

Parks & Recreation and Family & Human Services Divisions

- 1 Develops, coordinates and directs various activities involved in community recreational, social services and programs.
- 2. Plans and leads the work of lower level staff and volunteers.
- 3. Reads, interprets and records data accurately; works independently and as part of a team; makes sounds decisions within established guidelines and possesses strong organizational skills.
- 4. Enforces safety rules relating to assigned recreational events.
- 5. Communicates clearly and concisely, both orally and in writing.
- 6. Work with computer programs word, excel, publisher, adobe, etc.

Intervention

- 1. Develops and implements curriculum of alternative educational activities such as life skills, coaching and social modeling, speakers, and character/self-esteem.
- 2. Plans, implements, and evaluates excursions and special events that challenge youth to go beyond their physical, emotional, and spiritual limitations.
- 3. Educates and promotes programs emphasizing cultural competence among students through speakers, workshops, and cultural events.
- 4. Develops and builds cooperation and partnership with local community schools.
- 5. Conducts studies to assess impact of intervention activities on participants.

Environmental Services

- 1. Develops, implements, and monitors various recycling programs.
- 2. Provides information on various recycling programs to community; prepares and publishes newsletter articles; creates flyers and banners for recycling events.
- 3. Resolves complaints and requests from residents, haulers, and businesses.
- 4. Prepares and files a variety of administrative and financial reports, including grant reports and waste reports.

Library Outreach Services

- 1. Assists Librarians with the development, planning and delivery of Library programs, events and activities at the City Library, William C. Gordon Learning Center, and Heritage Park (educational component and Carriage Barn)
- 2. Conducts community outreach; markets Library programs, services, events and activities. May also assist in marketing other department and City programs services, events and activities.
- 3. Works cooperatively with other City employees, volunteers and members of the public to ensure effective outreach services.
- 4. Provides information and customer service to City staff, businesses, and the general public; resolves complaints and requests.

C. Other Job Specific Duties

- 1. Ensures departmental compliance with policies and procedures.
- 2. Researches and interprets codes and statutes relating to program services.
- 3. Coordinates with state agencies regarding issues related to program services, funding, and related issues.
- 4. Researches various information and available services as related to the program.
- 5. Prepares grant applications and various reports on program status and activities.
- 6. Prepares, compiles, and types various documents, narrative and statistical reports, correspondence, and other data in the daily performance of duties.
- 7. Attends departmental meetings, seminars, and training sessions.
- 8. Works flexible hours, including holidays, evenings, and weekends.
- 9. Maintains a variety of records.
- 10. Manages and monitors program budget.
- 11. Performs related duties as required.

Parks & Recreation and Family & Human Services Divisions

- 1. Provides support to Community Services Supervisor and Division Manager; plans and participates in Division events and staff meetings.
- 2. Coordinates programs and activities for various community groups.
- 3. Provides information on Division events to community; prepares presentations and marketing materials.
- 4. Explains and applies applicable laws, codes and regulations related to recreational program assignments.
- 5. Organizes, prioritizes and follows up on work assignments.
- 6. Analyzes complex recreation program issues and develops and implements an appropriate response when needed.

Intervention

- 1. Assesses and coordinates approaches to deal with mathematic and literacy deficiencies of program participants.
- 2. Establishes and coordinates activities with law enforcement officers and agencies.
- 3. Provides training in areas of interaction to promote professional growth and development.
- 4. Functions within a crisis intervention mode to respond to a variety of service requests from City staff, community partners, schools, and policing agencies.
- 5. Establishes and maintains effective outreach to identify community care partners.

Environmental Services

- 1. Monitors legislation and local environmental trends; ensures compliance with program practices and policies, and related laws and regulations.
- 2. Works with contractors to complete necessary documentation and discuss compliance plans prior to construction.
- 3. Collects a variety of data for reporting purposes; reviews receipts collected from haulers/recycles.
- 4. Reviews applications for recycling permit process; provides customer service and information to prospective and current recyclers.
- 5. Plans and coordinates special events and activities.
- 6. Secures grant funding and administers grants.
- 7. Monitors and inspects certified used oil collection centers.
- 8. Monitors local landfill reports.

Library Outreach Services

- 1. Provides staff support to supervisor/director; participates in library and cultural services events and staff meetings.
- 2. Participates in the development of educational, informational, cultural and recreational library and community services programs.
- 3. Coordinates programs, activities and events with various divisions, departments and community groups. Designs and prepares presentations and marketing materials, including but not limited to articles, brochures, flyers, bulletin boards, posters and displays.

- 4. Can perform paraprofessional library work as needed and has knowledge of Library operations and reservation software.
- 5. Provides training to support staff to promote professional growth and development.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Community and state resources related to program functions.

Departmental policies and procedures.

Theories and principles related to program services.

Principles and practices of budget preparation and administration.

Federal, state, and local laws, codes and regulations.

Business letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Principles of grant research and preparation.

Principles and procedures of record keeping.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Parks & Recreation and Family & Human Services Divisions

Recreation programming philosophy, trends, principles and techniques.

General safety practices and procedures as they relate to proper conduct of recreational programs and activities.

Supplies, equipment, personnel and organization necessary to conduct planned programs and activities.

Recreational, social and cultural activities for children, youth, and adults.

Intervention

Emerging and existing family and teen issues.

Curriculum development techniques.

Environmental Services

Federal, state, and local laws, codes, and regulations pertaining to disposal of waste and hazardous materials.

Reporting procedures.

Library Outreach Services

Principles and practices of effective public relations, including use of social media and software applications.

Principles of supervision, training, and performance evaluation.

Library programming trends, principles and techniques.

Supplies, equipment, personnel and organization necessary to conduct planned programs and activities.

Ability to:

Manage, direct, monitor, and coordinates the services, activities, and events of the assigned program.

Provide liaison for clients and agencies.

Initiate and develop services.

Monitor and ensure compliance with regulations.

Prepare promotional materials; provide information to the public.

Communicate with and explain technical information to individuals from a wide variety of educational and cultural backgrounds.

Interpret and apply federal, state, and local policies, procedures, laws, and regulations.

Identify and respond to community issues, concerns and needs.

Coordinate community outreach events.

Prepare and deliver presentations.

Plan, organize, and conduct meetings.

Monitor a budget.

Use independent judgment following established procedural guidelines.

Coordinate community resources and make appropriate referrals.

Prepare and present written and oral reports on program services and activities.

Communicate effectively verbally and in writing.

Work independently in the absence of supervision.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

Parks & Recreation and Family & Human Services

Provide direction to lower level staff.

Intervention

Collect and analyze data pertaining to intervention activities.

Supervise, train, and evaluate assigned staff.

Environmental Services

Secure grant funding; administer grants.

Library Outreach Services

Provide direction to other staff.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- An Associate's degree in Recreation, Leisure Services, Public Administration, or a related field from an accredited college or university.
- A Bachelor's degree in Recreation, Leisure Services, Public Administration, or a related field from an accredited college or university is preferred.

- Two (2) years of increasingly responsible experience in coordinating programs, activities, and events, including some grant writing experience.
- A valid State of California driver's license and an acceptable driving record.

<u>Parks & Recreation and Family & Human Services Divisions</u>
Two (2) years of full-time increasingly responsible experience in Community Services.

Possession of CPR, AED, and First Aid Certificates are required*.

*Incumbents are required to obtain CPR, AED and First Aid certification within 45 days of appointment and must maintain the appropriate certifications as a condition of employment and is subject to verification. It is the incumbent's responsibility to ensure that copies of current and valid certificates and licenses are on file with the Human Resources Office at all times.

<u>Library Outreach Services Division:</u> Library experience preferred.

<u>Intervention Division:</u> A valid State of California Class B driver's license with passenger endorsement and an acceptable driving record.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors or outdoors depending on the area of responsibilities.
- Noise level is quiet to moderate.
- Hazards are minimal.

PHYSICAL DEMANDS:

- Sit for extended periods of time.
- Stand, walk, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- See well enough to read documents and operate office equipment.
- Lift and move up to 25 pounds.

CITY OF SANTA FE SPRINGS RECREATION SPECIALIST

Bargaining Unit: SFSEA Job Code: 18510

FLSA Status: Non-Exempt Date Prepared: 01/10/2019

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under general supervision, assists in the implementation, coordination, and supervision of specialized comprehensive City-wide programs in one or more of the following general areas: outdoor education/recreation, aquatics, City facility rentals, special events, parks/playgrounds, sports leagues, recreational classes, youth sports, etc.

SUPERVISION RECEIVED:

Receives direct supervision from a Community Services Supervisor, Program Coordinator.

SUPERVISION EXERCISED:

This position provides functional supervisions and leadership of assigned subordinate personnel. May provide supervision, including instructing, training, and directing Community Services Program Leader I's, II's, III's and volunteers.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

- 1. Implements, directs, and coordinates recreation programs and activities for all age groups; makes recommendations regarding new programs or existing program changes.
- 2. Assists in developing goals and objectives for assigned programs.
- 3. Assists in coordinating the daily operation and maintenance of recreational facilities including the distribution of equipment and instruction of recreational and athletic classes and clinics.
- 4. Assists in the development, implementation, and planning of special events.

C. Other Job Specific Duties

- 1. Inspects playgrounds, swimming pools, community services facilities, and other recreational areas; ensures that buildings, grounds, and equipment are properly maintained; ensures compliance with program goals and procedures.
- 2. Ensures proper collection and maintains accountability for revenues by registration and facility use fees; maintains attendance records and assists in the procurement of supplies and equipment.
- 3. Develops and updates handbooks, brochures, and other recreational promotional and instructional materials.
- 4. Assists in handling citizen inquiries, requests, complaints, and special problems regarding recreation programs and facilities.
- 5. Provides assistance to local clubs, boards, committees, organizations, and other special interest groups regarding the City's recreation programming.
- 6. Prepares reports; maintains a variety of records.
- 7. Maintains working relationships with other departments and outside agencies to secure necessary approvals as required.
- 8. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Recreation programming philosophy, trends, principles, and techniques.

Supplies, equipment, personnel, and organization necessary to conduct a planned recreational & community services programs.

General safety practices and procedures as they related to proper conduct of recreational programs and activities.

Aquatic and recreation field.

Recreational and cultural activities for children, youth, and adults.

Departmental policies and procedures.

Federal, state, and local laws, codes, and regulations, if applicable.

English usage, spelling, grammar, and punctuation.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Ability to:

Plan and coordinate recreational activities and programs.

Lead and instruct children, youth, and adults in a variety of recreational activities.

Prepare reports; maintain records.

Follow written and oral instructions.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- A Bachelor's degree in recreation or a related field, highly desirable, plus one (1) year of professional recreation experience, or
- High school diploma, GED, or equivalent; AND sixty (60) semester units (or equivalent quarter units) from an accredited college or university, and a minimum of three (3) year of progressively responsible work experience in recreation or closely related field.
- A valid State of California driver's license and an acceptable driving record.
- CPR and First Aid certificates are required at the time of hire.*
- Lifeguard Training Instructor and Title 22 Instructor (for Aquatics).
 - *Incumbents are required to have a valid CPR, AED, and First Aid Certification at time of appointment and must maintain appropriate certifications as a condition of employment (subject to verification). It is the incumbent's responsibility to

ensure that copies of the current and valid certificates are on file with the Human Resources Office at all times.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and outdoors.
- Noise level is quiet to loud.
- Hazards are minimal.
- Occasional exposure to chemicals, fumes, gases, and odors.

PHYSICAL DEMANDS:

- Stand, sit, walk, kneel, crouch, stoop, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- See well enough to read documents and operate office equipment.
- Lift and move up to 45 pounds.

CITY OF SANTA FE SPRINGS UTILITY SERVICES MANAGER

Bargaining Unit: EMC Job Code: 13300

FLSA Status: Exempt Date Prepared: 1/10/2019

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under general supervision, provides leadership, management oversight and direction for the Utility Services Division of the Public Works Department in setting goals and objectives and ensures that all maintenance activities are performed to the highest standards possible; serves as a member of the City's Management Team.

SUPERVISION RECEIVED:

Receives general supervision from the Director of Public Works, Municipal Services Manager and/or Assistant Municipal Services Manager.

SUPERVISION EXERCISED:

Exercises supervision over subordinate supervisory, technical, and clerical staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Provides responsible administrative support to the Director of Public Works, Municipal Services Manager and/or Assistant Municipal Services Manager, in carrying out the functions of the Department.

- 2. Manages the daily function, operations, and administrative responsibilities of all Water, Sewer and Water Quality related functions.
- 3. Ensures water quality and delivery for daily consumption and emergencies; oversees maintenance and construction projects for water distribution systems.
- 4. Supervises the personnel of the division; assigns and monitors tasks and projects.
- 5. Oversees the completion of associated maintenance programs, improvements, and other projects as assigned.
- 6. Coordinates and manages the division budget; generates division budget estimates, monitors expenditures, recommends purchases, provides cost-benefit analysis and approves invoices, requisitions, etc.
- 7. Oversees a variety of contracts; develops and reviews specifications and requests for proposals; reviews bids and submittals; coordinates contract development and implementation; monitors and inspects contractor progress; handles contractor performance issues; negotiates with contractors for resolution to issues; works with contractors to resolve issues.
- 8. Plans, coordinates, supervises, and inspects the construction, maintenance, and repair of the City's potable and reclaimed water systems, including production, distribution, and customer service.

C. Other Job Specific Duties

- 1. Oversees and administers personnel matters; interviews and recommends applicants, trains and evaluates staff; coordinates disciplinary action; manages and monitors employee performance; works with employees to resolve issues.
- 2. Communicates with City employees, contractors, residents, business owners, and the general public; provides information, respond to issues, and explain City policies, procedures, and programs.
- 3. Prepares, reviews, and proofreads reports, correspondence, and documentation generated by the divisions; ensures that all written information is accurate, complete, and demonstrates professionalism and customer focused attributes.
- 4. Conducts inspections of City infrastructure for compliance with safety regulations, general maintenance standards, and aesthetics requirements; prepares and maintains documentation on inspection activity.
- 5. Coordinates, administers, and manages assigned capital improvement projects; recommends projects; prepares cost estimates and plans and specifications; manages project budgets.

- 6. Oversees the division safety programs and practices; develops policies and procedures to address safety concerns and ensure safe work practices; reviews and investigates incidents and accidents.
- 7. Provides technical advice and input on a variety of City issues including maintenance, safety management, facility construction, emergency management plans, budgetary considerations, and personnel management.
- 8. Oversees a variety of regulatory programs in various related areas requiring City compliance.
- 9. Represents the division to other City departments, elected officials, and outside agencies, such as Southeast Water Coalition (SEWC) and Gateway Water Management Authority (GWMA).
- 10. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- 11. Operates SCADA systems.
- 12. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Water and sewer operations.

Water quality regulations.

City policies and procedures.

Contract administration.

Safety standards and regulations.

Capital project administration.

Regulatory programs.

Principles of supervision, training, and performance evaluation.

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Modern and complex principles and practices of program development and administration.

Advanced principles and practices of budget preparation and administration.

Federal, state, and local laws, codes, and regulations.

English usage, spelling, grammar, and punctuation.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Methods, materials, and equipment used in water system construction, maintenance, and repair.

Installation, maintenance, and repair of valves, hydrants, services, mains, pumping systems, and water distribution systems.

Mathematical methods and theories applied to chemical water treatment.

Methods of collecting and preserving water samples.

Chlorinating of domestic water systems.

SCADA systems (preferred).

Mechanical construction practices.

Ability to:

Plan, organize, direct, and coordinate the work of supervisory and technical personnel. Select, supervise, train and evaluate staff.

Provide administrative and professional leadership and direction.

Identify and respond to community issues, concerns and needs.

Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient services.

Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.

Analyze problems; identify alternative solutions and project consequences of proposed actions; implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Prepare clear and concise administrative and financial reports.

Interpret and apply federal, state, and local policies, procedures, laws, and regulations.

Work collaboratively as a member of the City's Management team.

Make effective public presentations.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

Plan, organize, and direct the functions and operations of a water provider.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- Bachelor's Degree in a public works or water/health related field and two (2) years in an administrative or supervisory capacity overseeing water system operations. Municipal experience preferred.
- Three (3) years of progressively responsible experience in the construction, maintenance, and repair of water distribution systems, water production, water sampling and testing.
- A valid State of California driver's license and an acceptable driving record.

- State Water Resources Control Board (SWRCB) Division of Drinking Water T2 Water Treatment Operator Certificate.
- State Water Resources Control Board (SWRCB) Division of Drinking Water D4
 Water Distribution Certificate.
- LA County Backflow Tester Certificate is desirable. .
- AWWA/USC Cross-Connection Certificate is desirable.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and outdoors.
- Noise level is quiet to moderate.
- Occasionally works around machinery having moving parts.
- Occasional exposure to chemicals, fumes, gases, and odors.

PHYSICAL DEMANDS:

- Sit for extended periods of time.
- Stand, walk, and bend.
- Push, pull, and reach overhead and above shoulders.
- See well enough to read documents and operate office equipment.
- Lift and move up to 25 pounds.

CITY OF SANTA FE SPRINGS WATER UTLITY WORKER

Bargaining Unit: SFSEA Job Code: 17800

FLSA Status: Non-Exempt Date Prepared: 1/10/19

<u>Disclaimer:</u> Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under direct supervision, performs construction, maintenance, and repair of the City's water production and distribution system; maintains, installs, and repairs valves, meters, piping, fittings, and control valves, and related tasks in a safe manner.

SUPERVISION RECEIVED:

Receives direct supervision from the Water Utility Section Supervisor.

SUPERVISION EXERCISED:

Provides direction to subordinate staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

- 1. Maintains, installs, repairs and operates valves, meters, pipes, fittings, and control valves.
- 2. Tests, rebuilds, and replaces water meters; resets, replaces, and installs meter boxes.
- 3. Repairs and rebuilds fire hydrants; responds to related accidents.

- 4. Reads and updates blueprints to mark water lines; maps and logs locations for meters, fire hydrants, valves, and fire lines.
- 5. Performs re-reads, turn ons, turn offs, and serves will be notices.

C. Other Job Specific Duties

- 1. Responds to concerns and questions from residents and businesses.
- 2. Works with water section crews on installations and repair projects.
- 3. Breaks and removes asphalt and concrete using various equipment.
- 4. Taps water main for installation of new services.
- 5. Performs water flushing and testing for chlorine, pH, and temperature.
- 6. Backfills trenches with unclassified fill.
- 7. Investigates and repairs water main and service leaks.
- 8. Transports appropriate equipment and supplies to work areas.
- 9. Sets up traffic control and barriers between work areas and pedestrian/vehicle pathways.
- 10. Follows all applicable safety rules and regulations.
- 11. Uses and maintains tools and equipment; performs maintenance of water shop.
- 12. May wear breathing apparatus.
- 13. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

General water distribution system maintenance and construction procedures and practices.

Plumbing and piping tools, materials, and techniques.

Safety and traffic control practices.

State motor vehicle laws pertaining to loading and transporting materials.

Use of hand and power tools and heavy equipment.

Basic math.

Hydraulic theory.

Basic vehicle maintenance.

Safe work practices and regulations.

Departmental policies and procedures.

Confined space entry.

Ability to:

Maintain water distribution system.

Perform water construction and pipefitting tasks.

Read maps, charts, blueprints, and pressure flow gauges.

Safely and skillfully operate hand and power tools, machinery, and equipment.

Operate tapping and drilling machines for use on water mains.

Take accurate measurements and maintain logs.

Use protective equipment in a safe manner.

Follow written and oral instructions.

Work independently in the absence of supervision.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Ability to speak and understand Spanish desirable.
- Two (2) years experience performing construction work, including one (1) year experience in plumbing or construction, repair, and maintenance work on a potable water distribution system.
- A valid State of California driver's license and an acceptable driving record.
- State Water Resources Control Board (SWRCB) Division of Drinking Water D1 Operator Certificate or higher.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and in the field.
- Noise level varies.
- Utilizes hand and power tools.
- Works with and around machinery having moving parts.
- Occasional exposure to chemicals, fumes, gases, and odors.
- Works in confined spaces.
- Exposure to electrical hazards.

PHYSICAL DEMANDS:

- Stand, sit, walk, climb, kneel, crouch, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- See well enough to read documents and operate equipment.
- Lift and move up to 75 pounds.

CITY OF SANTA FE SPRINGS WATER UTILITY LEAD WORKER

Bargaining Unit: SFSEA Job Code: 16440

FLSA Status: Non-Exempt Date Prepared: 1/10/2019

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under general direction, leads and performs maintenance and repair of the City's water distribution system.

SUPERVISION RECEIVED:

Receives supervision from the Water Utility Superintendent and Water Utility Supervisor.

SUPERVISION EXERCISED:

Exercises functional and technical supervision over Water Utility Workers and other subordinate staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

- 1. Leads and instructs workers within a crew that service and repair main line leaks, hydrants, valves, reservoirs.
- 2. Services and repairs booster stations, pressure stations, commercial and residential meter installations.

- 3. Leads and instructs workers with water consumption, meter replacement, repair, testing, and meter vault repairs.
- 4. Performs and assists in the operation, construction, maintenance, rehabilitation, and reconstruction of water production and reclaimed water systems, water distribution facilities, connections, fire hydrants, and appurtenances.
- 5. Inspects, maintains, and assists in repairing equipment at wells, reservoirs, storm water pump stations.
- Inspects, maintains, and assists in repairing large electric motors, natural gas
 engines, pumps, wells, tanks, controls, treatment equipment, and related
 components.
- 7. Provides customer service; reads water meters, water turn on/offs, meter repairs; responds to customer inquiries regarding water pressure, water quality, and related matters.
- 8. Performs and assists back up or crew leader for confined space entry.
- 9. Performs and assists in the installation of proper lane closures and traffic control.
- 10. Perform stand-by rotation and after hours on-call duties.
- 11. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

General water distribution system maintenance and construction procedures and practices.

Operation of SCADA systems.

Plumbing and piping tools, materials, and techniques.

Safety and traffic control practices.

State motor vehicle laws pertaining to loading and transporting materials.

Use of hand and power tools and heavy equipment.

Basic math.

Hydraulic theory.

Basic vehicle maintenance.

Safe work practices and regulations.

Departmental policies and procedures.

Principles of supervision, training, and performance evaluation.

Ability to:

Maintain water distribution system.

Read maps, charts, blueprints, and pressure flow gauges.

Safely and skillfully operate hand and power tools, machinery, and equipment.

Operate tapping and drilling machines for use on water mains.

Take accurate measurements and maintain logs.

Use protective equipment in a safe manner.

Read and interpret basic maps, plans, diagrams, and blueprints.

Write reports; maintain records.

Safely operate hand and power tools, machinery, and equipment.

Supervise and train assigned staff.

Follow written and oral instructions.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

Working knowledge of windows based software, email, and related computer software programs.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Minimum of two (2) years of experience as a Water Utility Worker.
- A valid State of California driver's license and an acceptable driving record; class A license preferred.
- State Water Resources Control Board (SWRCB) Division of Drinking Water T2
 Water Treatment Operator Certificate.
- State Water Resources Control Board (SWRCB) Division of Drinking Water D3 Water Distribution Certificate.
- LA County Backflow Tester Certification required within one (1) year.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and in the field.
- Noise level varies.
- Utilizes hand and power tools.
- Works with and around machinery having moving parts.
- Occasional exposure to chemicals, fumes, gases, and odors.
- Works in confined spaces.
- Exposure to electrical hazards.

PHYSICAL DEMANDS:

- Stand, sit, walk, kneel, crouch, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- Use hands and fingers to operate equipment.
- See well enough to read documents and operate equipment.
- Lift and move up to 50 pounds.

Account Clerk I

	Non-Physical Fitness			With Physical Fitness		
<u>Step</u>	<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>	Monthly	<u>B-Weekly</u>	<u>Hourly</u>
A-1	3,315.469	1,530.216	19.128	3,496.759	1,613.889	20.173
B-2	3,496.759	1,613.889	20.174	3,690.846	1,703.467	21.293
C-3	3,690.846	1,703.467	21.293	3,887.065	1,794.030	22.425
D-4	3,887.065	1,794.030	22.425	4,093.949	1,889.515	23.618
E-5	4,106.745	1,895.421	23.693	4,327.492	1,997.304	24.966

City of Santa Fe Springs

City Council Meeting

January 10, 2019

NEW BUSINESS

<u>Approval of Agreements with the California Department of Tax and Fee</u> <u>Administration for the Implementation of a Local Transactions and Use Tax</u>

RECOMMENDATION(S)

That the City Council take the following actions:

- Adopt Resolution No. 9618 authorizing the Mayor to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax.
- Adopt Resolution No. 9619 authorizing the examination of transactions and use tax records.
- Appropriate \$175,000 from General Fund Reserves for CDTFA preparatory costs necessary to prepare to administer and operate a transactions and use tax.

BACKGROUND

On July 26, 2018 the Santa Fe Springs City Council unanimously adopted Ordinance No. 1094 enacting a 1% Local Transactions and Use Tax ("TUT") to be administered by the California Department of Tax and Fee Administration ("CDTFA"), subject to adoption by the electorate. The voters of the City of Santa Fe Springs subsequently approved the Ordinance (designated as "Measure Y") in the November 2018 general election. Upon approval of the agreements discussed below, the TUT will become operative April 1, 2019.

The TUT is imposed in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2. The TUT generally applies to all sales of tangible personal property within the City's boundaries. Unlike the City's existing general sales and use tax, which is "point-of-sale" based, the TUT is "point-of-destination" based. This means that sales which originate within the City, but are delivered to customers located outside the City <u>are not</u> subject to the TUT. Conversely, sales which originate outside of the City but are delivered to customers within the City <u>are</u> subject to the TUT. Sales both originated and delivered within the City are also subject to the tax.

In order to implement the voter approved TUT, the City must contract with the CDTFA for the preparation and ongoing administration of the TUT. The attached Resolution No. 9618 authorizes the Mayor to execute the agreements required by CDTFA to prepare for and administer the TUT. The preparation costs include the costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer the TUT Ordinance. These costs include both direct

Report Submitted By: Travis Hickey Date of Report: January 4, 2019

Finance and Administrative Services

and indirect costs as specified in Section 11256 of the Government Code. As required by Revenue and Taxation Code 7272, the preparatory costs may not exceed \$175,000. An appropriation from the General Fund reserves is necessary to fund the preparatory costs.

In addition to the preparatory costs, Resolution No. 9618 authorizes the Mayor to execute an agreement with the CDTFA for the ongoing administration of the TUT. The administrative costs associated with the ongoing activities of the CDTFA are deducted from taxes collected and remitted to the City and are reported to the City quarterly.

Resolution No. 9619 authorizes certain City staff to examine confidential tax records maintained by CDTFA related to the collection of the TUT. City staff may also use these records for the purposes of budget planning, economic development, and transportation & infrastructure planning. The City staff positions authorized to examine tax records includes:

- City Manger
- Director of Finance and Administrative Services
- Director of Planning
- Senior Planner
- Finance Manager
- Accounting Manager

In addition, the City Manager is authorized to change the designated positions by notifying the CDTFA of such changes in writing. Lastly, the Resolution authorizes the City's sales tax consulting firm, currently MuniServices, to also receive confidential tax records related to the TUT.

FISCAL IMPACT

The TUT is expected to generate approximately \$12.5 million annually. This amount is subject to variation due to the differences from how the general sales tax is imposed. Taxes will begin to be collected by retailers on April 1, 2019. The City will begin receiving collections from CDTFA in June 2019. The City is responsible for CDTFA preparatory costs leading up to the implementation of the TUT, which may not exceed \$175,000.

LEGAL REVIEW

The City Attorney's office has reviewed the CDTFA Agreements.

Raymond R. Cruz City Manager

Attachments:

- 1. Resolution No. 9618 Authorizing Agreements with CDTFA
 - a. Exhibit A Preparatory Agreement
 - b. Exhibit B Administrative Agreement
- 2. Resolution No. 9619 Authorizing the Examination of TUT Records

APPROVED: ITEM NO.:

RESOLUTION NO. 9618

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX

WHEREAS, on July 26, 2018, the City Council approved Ordinance No. 1094 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes; and

WHEREAS, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the Mayor is hereby authorized to execute each agreement.

APPROVED and ADOPTED this 10th da	y of January, 2019 by the following roll call vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	Juanita Trujillo, Mayor

Janet Martinez, CMC, City Clerk

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the CITY OF SANTA FE SPRINGS, CALIFORNIA, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

- 1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.
- 2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.
- 3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.
- 4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.
- 5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

- 6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)
- 7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration P.O. Box 942879 MIC: 27 Sacramento, California 94279-0027

Attention: Supervisor Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

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

Attention: Director of Finance & Administrative Services

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF SANTA FE SPRINGS	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
By(Signature)	ByAdministrator
Juanita Trujillo (Typed Name)	
Mayor (Title)	

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Santa Fe Springs has adopted, and the voters of the City of Santa Fe Springs (hereafter called "City" or "District") have approved by the required majority vote, the City of Santa Fe Springs Transactions and Use Tax Ordinance of 2018 (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

- 1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section <u>7285.9</u>, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
- 2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No.1094, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II

ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

- 1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.
- 2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.
- 3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.
- **D.** Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.
- **E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

- 1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.
- 2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.
- **B.** Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

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Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration

P.O. Box 942879

Sacramento, California 94279-0027

Attention: Administrator

Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Santa Fe Springs

11710 Telegraph Road

Santa Fe Springs, CA 90670

Attention: Director of Finance & Administrative Services

Unless otherwise directed, transmittals of payment of District transactions and use taxes

will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of

General Services. The Agreement shall take effect on April 1, 2019. This Agreement shall continue

until December 31 next following the expiration date of the City Ordinance, and shall thereafter be

renewed automatically from year to year until the Department completes all work necessary to the

administration of the City Ordinance and has received and disbursed all payments due under that

Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal

of the City Ordinance not less than 110 days prior to the operative date of the repeal.

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ARTICLE VI

ADMINISTRATION OF TAXES IF THE ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

- 1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.
- 2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.
- **B.** Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:
- 1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.
- 2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.
- 3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

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- 4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.
- 5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.
- 6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.
- 7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF SANTA FE SPRINGS	CALIFORNIA STATE DEPARTMENT OF
	TAX AND FEE ADMINISTRATION
Ву	By
(Signature)	Administrator
Juanita Trujillo	
(Typed Name)	
Mayor	
(Title)	

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ORDINANCE NO. 1094

ORDINANCE OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO ADOPTION BY THE ELECTORATE

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

SECTION 1. TITLE. This ordinance shall be known as the City of Santa Fe Springs Transactions and Use Tax Ordinance of 2018. The City of Santa Fe Springs hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

SECTION 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter, commencing more than 110 days after the approval of the tax set forth herein by the voters pursuant to Section 15 of this ordinance.

SECTION 3. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

SECTION 4. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

SECTION 5. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

SECTION 6. PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the Department of Tax and Fee Administration.

SECTION 7. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

SECTION 8. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

SECTION 9. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

- 2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
- 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
- a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
- b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
- 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.
- **SECTION 10.** PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

SECTION 11. EXEMPTIONS AND EXCLUSIONS.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
- 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft

as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

- 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:
- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
- b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
- 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
- 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.
- 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:
- 1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
- 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

- 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
- 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- 6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
- 7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.
- **SECTION 12.** AMENDMENTS TO STATE LAW. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.
- SECTION 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or

proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION 14. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 15. EFFECTIVE DATE AND SUBMISSION TO VOTERS. This ordinance relates to the levying and collecting of City transactions and use tax and shall take effect immediately. However, no tax imposed by this ordinance shall be effective unless that tax has been approved by the voters of the City as required by Section 2(b) of Article XIII C of the California Constitution and applicable law. Furthermore, the tax shall become operative only as set forth in Section 2 of this Ordinance.

SECTION 16. AUDIT. The proceeds of the tax imposed pursuant to this Ordinance, as well as the expenditure thereof, shall be audited annually by an independent accounting firm.

SECTION 17. TERMINATION. If approved by the voters, the tax imposed by this Ordinance shall be levied until terminated by voters.

SECTION 18. USE OF FUNDS. The proceeds of the tax imposed by this ordinance shall be deposited in the general fund of the City and may be used to fund additional law enforcement services and for any other lawful municipal purpose. The tax does not meet the criteria established by Section 1(d) of Article XIII C of the California Constitution for special taxes, and is a general tax imposed for general government purposes.

The forgoing ordinance was introduced at a regular meeting of the Santa Fe Springs City Council on July 12, 2018 and adopted at a regular meeting of the Santa Fe Springs City Council on July 26, 2018 by the following vote:

AYES:

Councilmembers Moore, Rounds, Zamora, Mayor Pro Tem Trujillo, and

Mayor Sarno

NOES:

None

ABSENT:

None

ABSTAIN:

None

Jay \$arno, Mayor

ATTEST

Janet Martinez, City Clerk

RESOLUTION NO. 9619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 1094 of the City of Santa Fe Springs hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE, IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the City Manager, Director of Finance & Administrative Services, Director of Planning, Senior Planner, Finance Manager, Accounting Manager, or other officer or employee of the District designated in writing by the City Manager to the California Department of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the District with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's transactions and use taxes by the CDTFA pursuant to the contract.

Section 2. That the City Manager, Director of Finance & Administrative Services, Director of Planning, Senior Planner, Finance Manager, Accounting Manager, or other officer or employee of the District designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the District with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the District:

- a) Budget planning
- b) Economic development
- c) Transportation/infrastructure planning

APPROVED: ITEM NO.:

The information obtained by examination of Board records shall be used only for those governmental functions of the District listed above.

- **Section 3.** That MuniServices (an Avenu company) is hereby designated to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the District by the Board. The person or entity designated by this section meets all of the following conditions:
- a) has an existing contract with the District to examine those transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

APPROVED and ADOPTED this 10th	day of January, 2019 by the following roll call vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	Juanita Trujillo, Mayor
Janet Martinez, CMC, City Clerk	



January 10, 2019

PRESENTATION

<u>Introduction of New Finance and Administrative Services Employee, Human Resources Analyst, Juan Cerda.</u>

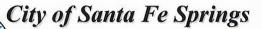
RECOMMENDATION(S)

The Mayor may wish to call upon Director of Finance and Administrative Services, Travis Hickey to introduce Juan Cerda.

BACKGROUND

Juan Cerda, Human Resources Analyst, recently began employment with the City. He is at tonight's Council meeting to be introduced to the City Council and the community.

Raymond R. Cruz City Manager



City Council Meeting

January 10, 2019

PRESENTATION

Recognition of 2018 Tree Lighting Ceremony Event Sponsors

RECOMMENDATION

That the City Council recognize the 2018 Tree Lighting Ceremony Event sponsors.

BACKGROUND

The 2018 Tree Lighting Ceremony was a huge success with over 1,500 patrons in attendance. This year's event was expanded to include a synthetic ice skating rink along with the snow play areas, snow sled runs, Santa Float, photo opportunity areas, complimentary hot chocolate & cookies, and live performances.

The success of this year's event is directly linked to the support provided by our sponsors. This year, we raised \$12,500 in sponsorships to cover the costs of the new event amenities and to provide even more hot chocolate and cookies to the community.

Tonight we would like to recognize the companies and organizations that contributed to the success of the event with their donation.

2018 Tree Lighting Ceremony Event Sponsors

Goodman \$7,500

Performance Team \$3,000

Republic Services \$1,000

Bulletin Displays \$1,000

TOTAL \$12,500

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

Raymond R. Cruz

City Manager

Attachments:

None

City of Santa Fe Springs

City Council Meeting

January 10, 2019

PRESENTATION

Recognition of 2018 Christmas Home Decorating Contest Winners

RECOMMENDATION

That the City Council recognize the 2018 Christmas Home Decorating Contest Winners.

BACKGROUND

The annual Christmas Home Decorating Contest is presented by the City of Santa Fe Springs Beautification Committee. The Home Decorating Contest is open to all Santa Fe Springs residents at no charge to participate. Entry forms are required for participation and the deadline for submission was on December 12, 2018.

The contest was advertised in the City's brochure and on the City's social media platforms. In addition, flyers were distributed to all local schools and throughout City facilities. Entry forms were available at City facilities and were also distributed at several special events.

A total of 27 entries were received this year. The judging committee toured the City on Friday, December 14, 2018 to view all submissions. The judging committee scored each entry on a variety of categories, with the top 10 scoring entries being recognized as the 2018 Home Decorating Contest winners.

New for 2018, the winners received their lawn sign on December 18, 2018. This change was recommended by the Beautification Committee to allow winners to display their lawn signs during the holiday season while they still had their lights on display.

Tonight, we will be recognizing the 2018 Home Decorating Contest winners with photo plaques, in addition to the lawn signs they received in December.

2018 Christmas Home Decorating Winners

- The Gomez Family
- Monica Lozano
- The Vargas Family
- Christine Byrne
- Jeanneth Cardona
- Ruben and Margaret Garcia
- The Vasquez Family
- Manny Valdez
- Mario Piedra
- Daniel Canchola

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

> Raymond R. Cu Raymond R. Cruz City Manager

Attachments:

None



City Council Meeting

January 10, 2019

APPOINTMENTS OF LIAISONS

<u>Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations</u>

BACKGROUND

Each year, the City Council makes appointments to the various committees listed on the attached rosters. There are three (3) different types of committees that include: 1) Committee/Commission Council Liaisons; 2) External Agency Representatives; and 3) City Council Subcommittees.

It is recommended that the City Council discuss, make recommendations/changes and approve the 2019 calendar year City Council Committee assignments.

Raymond R. Cruz City Manager

RopelRG

Attachments:

- a. Council Liaison Appointments
- b. Non-Council Appointed City Committees
- c. External Agency Representatives
- d. City Council Subcommittees
- e. 2019 Calendar of Meeting Dates

Submitted By: Janet Martinez, City Clerk Date of Report: January 4, 2019

ATTACHMENT A

2018 Council Liaison Appointment List

Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Date	Meeting Time	Meeting Location
Beautification	VACANT Alternate: Zamora	Adam Matsumoto	Monthly except July, Aug, Dec	4th Wed	9:30 AM	Town Center
Family & Human Services Advisory Committee	VACANT	Ed Ramirez	Monthly except Sept/Dec.	3rd Wed of the month	5:45 PM	Gus Velasco Neighborhood Center
Heritage Arts Advisory Committee (2-year appointment)	Moore Alternate: VACANT	Ed Ramirez	Monthly except Dec	Last Tues	9:00 AM	Gus Velasco Neighborhood Center
Historical Committee	VACANT	Joyce Ryan	4 times per year	Jan/Apr/July/ Oct 2nd Tues	5:30 PM	Heritage Park Train Depot
Parks & Recreation Advisory Committee	Rounds	Adam Matsumoto	Monthly except Jul, Aug, Dec	1st Wed	7:00 PM Subcom 6:00 pm	Town Center Hall Mtg Room #1
Senior Citizens Advisory Committee	VACANT Alternate: Rounds	Ed Ramirez	Monthly except Sept./Dec.	2nd Tues of the month	9:30 AM	Gus Velasco Neighborhood Center
Sister City Committee	VACANT	Michelle Smith	Monthly except Dec.	1st Mon	6:30 PM	Town Center
Youth Leadership Committee (2-year appointment)	Zamora Trujillo	Wayne Bergeron	Monthly except July	1st Mon	6:30 PM	Town Center

ATTACHMENT B

2018 Non-Council Appointed City Committees

	2016 Non-Soundin Appointed City					
Organization	Council Liaison	Executive Secretary	Meeting Frequency	Meeting Day	Meeting Time	Meeting Location
					7 14 20 10	
Holiday Home Decorating Contest	Rounds	Adam Matsumoto	Third week in Dec		4:30 PM	City Hall
						LANCE LINES
Friends of the Library Board of Directors	Zamora	Joyce Ryan	Quarterly	Varies	5:30 PM	Library
	,					TANK TAKE
READI Committee SAFE Neighborhood	Zamora Alt -	Darryl Pedigo	Bi-Monthly Jan, March, May July, Sept, Nov	1st Tues	6:30 PM	Town Center Ha
Scholarship Interview Panels	Mora: Trujillo Sandoval: Sharp: Rounds	Wayne Bergeron	April-May	TBD-Changes annually	Varies	City Hall
	C. Barrier C. C.		netro contra contra constructiva	STEEL STEEL STEEL		

ATTACHMENT C

2018 External Organizations

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

2018 External Organizations

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

2018 External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Southeast Water Coalition Administrative Entity		Frank Beach Noe Negrete - Alt	3rd Thur of odd months	11:30am - Lunch 12:00pm - Meeting	City of Downey
Southeast Water Coalition Board	Trujillo Alternate- VACANT	Frank Beach	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meet	City of Downey Rebecca Guerrero (562) 904-7102
Southern California Association of Governments (SCAG)	VACANT Trujillo - Alternate		Annual Meeting in May orJune	May	Palm Desert, CA
Vector Control Appt can be for 2 or 4 yrs.	Louie Gonzales	,	Jan 2018 - Dec 2020		
Washington Blvd Coalition to the Gold Line Extension	VACANT				

2018 External Organizations with Stipends

Organization	Council Liaison	Stipend	Meeting Day	Meeting Time	Meeting Location
Gateway Cities Council of Governments	Zamora Trujillo - Alt	\$125/mo	1st Wed	6:00pm	Attn: Genny Cisneros 16401 Paramount Bl, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Zamora	\$100/mo	4th Wed	6:00pm	Attn: Genny Cisneros 16401 Paramount Bl, 2nd Floor, Board Room, Paramount
I-5 Consortium Policy Board	VACANT VACANT - Alt	\$150/mo	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Joint Powers Insurance Authority	VACANT Rounds - Alt	\$100/yr	2nd Wed in July	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
Sanitation District	VACANT Rounds - Alt	\$125/mo	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SEAACA	Trujillo VACANT - Alt	\$225/mo	3rd Thur	2:00pm	Attn: Cathy 9777 SEAACA Way, Downey
Southeast Water Coalition Board	Trujillo VACANT - Alt	\$150/bi- monthly	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meeting	City of South Gate Attn: Guillermo Petra 8650 California Ave. South Gate, CA 90280

ATTACHMENT D

NAME	TYPE	FORMED	MEMBERS
Audit Committee	Standing	06/14/12 01/09/14	Moore Sarno
Billboards	Ad Hoc	04/23/15 04/23/15	Moore Sarno
Budget Events and Programs	Standing	02/13/14 02/13/14	Rounds Sarno
Budget Revenue and Fees	Standing	02/13/14 02/13/14	Moore Zamora
Capital Improvements Projects	Standing	03/12/15	Rounds
Drought Tolerance	THE RESERVE OF THE PARTY OF THE		Rounds
Child Care	Standing		Moore Zamora
City Manager Recruitment	Standing		Rounds Trujillo
Economic Development Strategy	Standing	08/07/12 08/07/12	Moore Sarno
Edison	Ad Hoc	05/22/14 05/22/14	Moore Sarno
Election	Ad Hoc	01/30/18	Trujillo Rounds
General Plan	Ad Hoc	12/18/14 12/18/14	Moore Sarno
High Speed Rail Authority	Ad Hoc	01/24/13	Trujillo
Housing	Standing		Rounds <mark>Sarno</mark>
I-5 Expansion Project	Standing	01/09/14	Sarno Moore
I-5 Florence Avenue Segment	Ad Hoc	01/09/14	Sarno
Lake View Memorial	Ad Hoc	02/11/16	Rounds Sarno
Long-Term Housing Plan	Ad Hoc	01/09/14	Sarno
Marquardt /Rosecrans	Ad Hoc	01/12/12 01/12/12	
Relay for Life	Ad Hoc	Will be ap	pointed at a later date
Strategic Plan	Ad Hoc	01/08/15 01/08/15	
Successor Agency Subcommittee	Ad Hoc	04/09/15 04/09/15	Control of the Contro
Waste Management	Ad Hoc	01/30/18	Moore Zamora
Water Rate	Ad Hoc	12/04/14 12/04/14	AND THE RESIDENCE OF THE PARTY
Water Conservation	Ad Hoc	08/14/14 08/14/14	
Whittier PD Contract	Ad Hoc	05/14/14	Company of the same

ATTACHMENT E

January

2019

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	31	Safe Neighborhood @6:30 p.m.	2 Parks & Rec. Mtg. @7:00 p.m.	3	4	5	6
	7 Sister City @6:30p.m. Youth Leadership @6:30p.m.	8 Historical Committee @5:30 p.m.	9 Senior Committee @9:30 a.m.	10 Council Mtg. @ 6p.m.	11	12	13
	14	15	16 FHS 5:45 p.m.	17 SEAACA @2p.m.	18	19	20
	21	22	23 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	24 SASSFA @12pm Council Mtg. @ 6p.m.	25	26	27
	28 I-5 Mtg. @2pm	29 Heritage Mtg. @9a.m	30	31	1	2	3
*	4	5	6	7	8	9	10



February

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
28	50	30	31	1	2	3
4 Sister City @6:30p.m. Youth Leadership @6:30p.m.	5	6 Parks & Rec. Mtg. @7:00 p.m.	7	8	9	10
11	Senior Committee @9:30 a.m.	13	14 Council Mtg. @ 6p.m.	15	16	17
18	19	20 FHS 5:45 p.m.	21 SEAACA @2p.m.	22	23	24
25 I-5 Mtg. @2pm	26 Heritage Mtg. @9a.m	27 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	28 SASSFA @12pm Council Mtg, @ 6p.m.	1	2	3
4	5	6	7	8	9	10





March

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
25	26	27	28	1	2	3
4 Sister City @6:30p.m. Youth Leadership @6:30p.m.	5 Safe Neighborhood @6:30 p.m.	6 Parks & Rec. Mtg. @7:00 p.m.	7	8	9	10
11	12 Senior Committee @9:30 a.m.	13	14 Council Mtg. @ 6p.m.	15	16	17
18	19	20 FHS 5:45 p.m.	21 SEAACA @2p.m.	22	23	24
25 I-5 Mtg. @2pm	26 Heritage Mtg. @9a.m	27 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	28 SASSFA @12pm Council Mtg. @ 6p.m.	29	30	31
	2	3	4	5	6	7





April

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunda
25	26	27	28	29	30	31
1 Sister City @6:30p.m. Youth Leadership @6:30p.m.	2	3 Parks & Rec. Mtg. @7:00 p.m.	4	5	6	7
8	9 Senior Committee @9:30 a.m. Historical @5:30 p.m.	10	11 Council Mtg. @ 6p.m.	12	13	14
15	16	17 FHS 5:45 p.m.	18 SEAACA @2p.m.	19	20	21
22 I-5 Mtg. @2pm	23	24 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	25 SASSFA @12pm Council Mtg. @ 6p.m.	26	27	28
29	30 Heritage Mtg. @9a.m	1.		3	4	5



May

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
29	30	1 Gateway Cities @6pm Parks & Rec. Mtg. @7:00 p.m.	2	3	4	5
6 Sister City @6:30p.m. Youth Leadership @6:30p.m.	7 Safe Neighborhood @6:30 p.m.	8	9 Council Mtg. @ 6p.m.	10	11	12
13	14 Senior Committee @9:30 a.m.	15 FHS 5:45 p.m.	16 SEAACA @2p.m.	17	18	19
20	21	Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	23 SASSFA @12pm Council Mtg. @ 6p.m.	24	25	26
27 I-5 Mtg. @2pm	28 Heritage Mtg. @9a.m	29	30	31	ĵ	2
3	4	5	6	7	8	9



June

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
27	28	29	30	31	1	2
3 Sister City @6:30p.m. Youth Leadership @6:30p.m.	4	5 Gateway Cities @6pm Parks & Rec. Mtg. @7:00 p.m.	6	7	8	9
10	Senior Committee @9:30 a.m.	12	13 Council Mtg. @ 6p.m.	14	15	16
17	18	19 FHS 5:45 p.m.	20 SEAACA @2p.m.	21	22	23
24 I-5 Mtg. @2pm	25 Heritage Mtg. @9a.m	26 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	27 SASSFA @12pm Council Mtg. @ 6p.m.	28	29	30
1	2	3	4	5	6	7



July

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<u>:</u> 4	25	26	27	28	29	30
1 Sister City @6:30p.m.	2 Safe Neighborhood @6:30 p.m.	3 Gateway Cities @6pm	4	5	6	7
8	9 Senior Committee @9:30 a.m. Historical @5:30 p.m.	10	11 Council Mtg. @ 6p.m.	12	13	14
15	16	17 FHS 5:45 p.m.	18 SEAACA @2p.m.	19	20	21
22 I-5 Mtg. @2pm	23	24 Sanitation Mtg. @ 1:30pm	25 SASSFA @12pm Council Mtg. @ 6p.m.	26	27	28
29	30 Heritage Mtg. @9a.m	31		2	3	4



August

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
29	30	31	1	2	3	4
5 Sister City @6:30p.m. Youth Leadership @6:30p.m.	6	7 Gateway Cities @6pm	8 Council Mtg. @ 6p.m.	9	10	11
12	13 Senior Committee @9:30 a.m.	14	SEAACA @2p.m.	16	17	18
19	20	21 FHS 5:45 p.m.	22 SASSFA @12pm Council Mtg. @ 6p.m.	23	24	25
26 I-5 Mtg. @2pm	27 Heritage Mtg. @9a.m	28 Sanitation Mtg. @ 1:30pm	29	30	31	1
1)	3	4	5	6	7	8





September

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
26	27	28	29	30	31	1
2 Sister City @6:30p.m. Youth Leadership @6:30p.m.	3 Safe Neighborhood @6:30 p.m.	Gateway Cities @6pm Parks & Rec. Mtg. @7:00 p.m.	5	6	7	8
9	10	11	12 Council Mtg. @ 6p.m.	13	14	15
16	17	18 FHS 5:45 p.m.	19 SEAACA @2p.m.	20	21	22
23 I-5 Mtg. @2pm	24 Heritage Mtg. @9a.m	25 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	26 SASSFA @12pm Council Mtg. @ 6p.m.	27	28	29
30	\$	8	3	4	5	6



October

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
30	1	Gateway Cities @6pm Parks & Rec. Mtg. @7:00 p.m.	3	4	5	6
7 Sister City @6:30p.m. Youth Leadership @6:30p.m.	8 Senior Committee @9:30 a.m. Historical @5:30 p.m.	9	10 Council Mtg. @ 6p.m.	11	12	13
14	15	16 FHS 5:45 p.m.	17 SEAACA @2p.m.	18	19	20
21	22	23 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	24 SASSFA @12pm Council Mtg. @ 6p.m.	25	26	27
28 I-5 Mtg. @2pm	29 Heritage Mtg. @9a.m	30	31	1	22	3
4	5	6	7	8	9	10





November

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
28	29	30	31	1	2	3
4 Sister City @6:3op.m. Youth Leadership @6:3op.m.	5 Safe Neighborhood @6:30 p.m.	6 Gateway Cities @6pm Parks & Rec. Mtg. @7:00 p.m.	7	8	9	10
11	Senior Committee @9:30 a.m.	13	Council Mtg. @ 6p.m.	15	16	17
18	19	20 FHS 5:45 p.m.	21 SEAACA @2p.m.	22	23	24
25 I-5 Mtg. @2pm	26 Heritage Mtg. @9a.m Council Mtg. @ 6p.m.	27 Beautification @9:30 a.m. Sanitation Mtg. @ 1:30pm	28 SASSFA @12pm	29	30	1
2	3	4	5	6	7	8



December

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
5	26	27	28	29	30	1 .
2 Youth Leadership @6:30p.m.	3	4 Gateway Cities @6pm	5	6	7	8
9	10	11	12 Council Mtg. @ 6p.m.	13	14	15
16	17	18 FHS 5:45 p.m.	19 SEAACA @2p.m.	20	21	22
23 I-5 Mtg. @2pm	24	25 Sanitation Mtg. @ 1:30pm	26 SASSFA @12pm Council Mtg. @ 6p.m.	27	28	29
30	31 Heritage Mtg. @9a.m	1	2	3	4	5





January 10, 2019

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Advisory Committee Appointments

RECOMMENDATION

That the City Council appoint members to fill the vacant advisory committees and commission seats.

BACKGROUND

At each Council Meeting, the City Council has an opportunity to make an appointment to any vacancy available in the advisory committees or commissions. However, after November 6, 2018 the City of Santa Fe Springs has two (2) new Council Members, therefore they will have an opportunity to leave the previous Council appointed members or replace them with different members.

Prior to considering any appointments, we recommend Council reviews the attached advisory committee by-laws to ensure the members qualify.

Applications Received: Joseph Casillas (resident) requesting appointment to Youth Leadership Committee.

Recent Actions: None

Raymond R. Cruz
City Manager

Attachments:

- a. Committee/Commission Lists
- b. Advisory Committee By-Laws
- c. Planning Commission By-Laws
- d. Traffic Commission By-Laws

Submitted By: Janet Martinez, City Clerk Date of Report: January 4, 2019

ATTACHMENT A

Prospective Members for Various Committees/Commissions Beautification Family & Human Services **Heritage Arts** Historical **Personnel Advisory Board** Parks & Recreation Planning Commission Senior Citizens Advisory Sister City **Traffic Commission**

Youth Leadership

Joseph Casillas

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 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore Mora	Juliet Ray Guadalupe Placensia	(20) (19)
WIOTA	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
Zamora	Vacant	
Lumoru	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	Vada Conrad	(19)
	Vacant	(/
Rounds	Sadie Calderon	(20)
	Vacant	(20)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	(19)
Sarno	Vacant	
Rodriguez	Vacant	
ge	Vacant	
	Vacant	
	Vacant	
T	leagueline Mortins-	(20)
Trujillo	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	Margaret Bustos*	(20)
	Debra Cabrera	(19)
	Kay Gomez	

^{*}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	Martha Villanueva	(20)
Mora	Margaret Bustos*	(20)
	Miriam Herrera	
Zamora	Gaby Garcia	(20)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Vacant	
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Vacant	
Rodriguez	Linda Vallejo	(20)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(20)
	Laurie Rios	(20)
	Bonnie Fox	(19)
Organizational Representatives:	Nancy Stowe	
(Up to 5)	Evelyn Castro-Guillen	
\ -1= == /	Elvia Torres	
	(SPIRITT Family Services)	
	100	

^{*}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 Mora	Laurie Rios	6/30/2019
Zamora	Larry Oblea	6/30/2019
Rounds	Vacant	6/30/2019
Sarno Rodriguez	Vacant	
Trujillo	Vacant	
Committee Representatives Beautification Committee	Jacqueline Martinez	6/30/2019
Historical Committee Planning Commission	Sally Gaitan Gabriel Jimenez	6/30/2019 6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019
Council/Staff Representatives		
Council Liaison	Richard Moore	
Council Alternate	Jay Sarno	
City Manager Director of Community Services Director of Planning	Ray Cruz Maricela Balderas 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	(20)
Mora	Tony Reyes	(20)
	Amparo Oblea	(19)
	Wayne M. Morrell	(20)
Zamora	Francis Carbajal	(19)
Zamora	Vacant	(10)
	Vacant	
	Larry Oblea	(20)
Rounds	Vacant	
	Adrianne Matte	(20)
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
Rodriguez	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

^{*}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	Vacant	
Mora	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
-	Mish and Civens	(20)
Zamora	Michael Givens	(20)
	Ruben Gonzalez	(20)
	Frank Aguayo, Sr.	(20)
	Vacant	
	Vacant	
Rounds	Kenneth Arnold	(20)
	Mary Anderson	(20)
	Johana Coca*	(20)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
_	Dealest a compte de	(20)
Sarno Rodriguez	Rudy Lagarreta Jr. Vacant	(20)
1touriguez	Lisa Garcia	(19)
	Vacant	(13)
	David Diaz-Infante	(19)
,		
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(20)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	Vacant	

^{*}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	JUNE 30 OF
Council	Angel Munoz Ron Biggs	6/30/2019 6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernande	z 6/30/2020

PLANNING COMMISSION

updated 10/17/17

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 Mora	Ken Arnold
WOOTE WOTA	Ren Amou
Rounds	Ralph Aranda
Sarno Rodriguez	Vacant
Trujillo	Frank Ybarra
Zamora	Gabriel Jimenez

SENIOR CITIZENS ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Paul Nakamura	(20)
Mora	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(20)
Zamora	Elena Lopez Armendariz	(20)
	Rebecca Lira	(20)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
	Ciona Madria	(10)
Rounds	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(20)
Rodriguez	Linda Vallejo	(20)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

^{*}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	(20)
Mora	Laurie Rios	(18)
	Vacant	
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
_		(0.0)
Zamora	Charlotte Zevallos	(20)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(19)
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(20)
	Vacant	(20)
Rodriguez	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Beverly Radoumis	(19)
	Andrea Lopez	(20)
	A.J. Hayes	(19)
	Marcella Obregon	(19)
	Debra Cabrera	(19)

^{*}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
	- 0 W
Moore Mora	Bryan Collins
Rounds	Johana Coca
Sarno Rodriguez	Alma Martinez
Trujillo	Vacant
Zamora	Nancy Romo

YOUTH LEADERSHIP COMMITTEE

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

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

Membership:

20

		Term Expires in
APPOINTED BY	NAME	Year Listed or upon Graduation
Moore	Kharisma Ruiz	(20)
Mora	Destiny Cornejo	(19)
	Zachary Varela	(20)
	Jazmine A. Duque	(19)
_	W	
Zamora	Vacant	(40)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
ř	Christian Zamora	(19)
Rounds	Vacant	
	Vacant	
	Vacant	
	Vacant	
Sarno	Angel M. Corona	(19)
Rodriguez	Vacant	
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
		(00)
Trujillo	Bernardo Landin Vacant	(20)
	Andrew Bojorquez Vacant	(20)

ATTACHMENT B



BEAUTIFICATION COMMITTEE

BY-LAWS

I. NAME

The name of this Committee shall be <u>CITY OF SANTA FE SPRINGS</u> <u>BEAUTIFICATION COMMITTEE.</u>

II. PURPOSE

The purpose of this Committee shall be:

- To prepare suggestions for policy determination by the City Council concerning beautification in the City of Santa Fe Springs;
- To recommend programs it deems advisable for recognizing individuals, groups, organizations, or companies that have improved or are working toward beautifying their homes, businesses, industries, property or area;
- To make recommendations for educational programs concerning City beautification to be conducted in the schools, service clubs, PTA groups, and other community organizations.

III. AUTHORITY

This Committee shall be advisory only to the City Council. A report of the Committee Minutes and/or actions of this Committee shall be presented to the City Council following each meeting.

IV. MEMBERSHIP

This Committee shall be compromised of no more than twenty five (25) members appointed by the City Council from a cross section of persons residing in or active in the City. Committee membership may include representatives from the schools, local businesses, various social agencies, and civic and service organizations.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-

stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/Commissions.

VI. APPOINTMENTS

All Committee members shall be nominated by Council Members and appointed by the Mayor, with the approval of the City Council to a two year term. Members may be reappointed or removed at the discretion of the City Council.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30th.) Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be re-appointed. The Executive Secretaries shall then submit a complete audit of re-appointments, including applications, to the City Clerk.

VII. ABSENCES

Absences from three consecutive meetings, or a total of five meetings per fiscal year, shall result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

<u>Long – term</u> absences cannot be longer than six (6) months due to extenuating circumstance, and must be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u>

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws. Recently-adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember

VIII. VACANCIES

Vacancies shall be filled by the Council Member whose appointment has been vacated with the approval of the Mayor and City Council to complete the unexpired term.

IX. EXPIRATION OF TERMS

One half of the Committee membership terms will expire on June 30th of even numbered years and one half will expire on June 30th of odd numbered years.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a Member of the Council to act as a Liaison to the Committee. The duties of the Liaison shall include reporting to the Committee any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the committee to the City Council.

XI. ORGANIZATION

A. Meetings

The Committee shall meet regularly each month as decided by the Committee.

The Committee will select a meeting time and date by general consensus and adhere to that schedule. The meetings of this committee shall be held nine times a year, the months of January, February, March, April, May, June, September, October and November and go dark in the months of July, August, and December. The Chairperson shall have the power to call special meetings but all members shall have at least two (2) days notice for a special meeting. All meetings shall be public.

B. Officers

At a regular meeting in September of each year, the Committee shall organize by nominating and electing a Chairperson and Vice-Chairperson from its membership to serve a one-year term. Both, the nominations and elections of officers will be conducted by ballot. Successful candidates must receive a majority vote of members present and must have attended at least 6 meetings in the previous year.

1. Duties:

- a. The Chairperson shall preside at Committee meetings, shall represent the Committee at various functions, and shall make necessary decisions affecting the Committee when a meeting is not possible.
- **b.** The Vice-Chairperson shall assume the Chairperson's duties in the Chairperson's absence or inability to perform said duties.
- c. In the absence or disability of both the Chairperson and Vice-Chairperson, the Executive Secretary shall chair the meeting.
- d. The Executive Secretary shall be a member of the City staff assigned by the City Manager. The duties shall include: 1) provide for the recording of Minutes for each meeting; 2) keep an accurate record of attendance and notify the City Clerk and Chairperson of members missing three (3) consecutive meetings; 3) provide staff assistance as required for the conduct of the Committee's business; and, 4) act as principal staff advisor.

C. RULES, REGULATIONS, AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the office of the City Clerk. The Committee shall keep a written record of its transactions, findings, and determinations. Copies of such materials as well as Minutes of each meeting shall be forwarded to the City Clerk and the City Council.

Committee will operate under parliamentary procedure.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmative or negative vote of a majority of the members present shall be necessary for the final transaction of any business.

E. SUB-COMMITTEES

Sub-Committees which are needed to successfully carry forth a Committee project shall be established by the Chairperson. The Chairperson shall appoint all sub-committee Chairpersons from members of the Committee.

XII. FINANCE

- A. It is contemplated that only under unusual circumstances would the Committee collect or spend money. If the Committee's purpose does allow for the collection or expenditure of money, such collection or expenditures shall be consistent with City Council policy.
- B. Committee members shall serve without monetary compensation.

XIII. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon a two-thirds majority vote of the active Committee members. Any amendments to said By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017.

MAYOR

Jelle KM



FAMILY AND HUMAN SERVICES ADVISORY COMMITTEE

BY-LAWS

I. NAME

The name of this Committee shall be <u>CITY OF SANTA FE SPRINGS FAMILY</u> <u>AND HUMAN SERVICES ADVISORY COMMITTEE</u>

II. PURPOSE

The Family and Human Services Advisory Committee was developed to advise the City Council on human services needs that exist in the community and also work with City staff on improving and developing social services programs. The Committee will also evaluate existing services/programs and recommend changes to improve services.

III. AUTHORITY

This Committee shall be advisory only to the City Council. A report of the Committee Minutes and/or actions of this Committee shall be presented to the City Council following each meeting.

IV. MEMBERSHIP

This Committee shall be comprised of no more than fifteen (15) Council appointed members from a cross section of persons residing in or active in the City. Five (5) additional members who represent public and private social service agencies and are active in the City shall be appointed by the Committee. Appointees may include representatives from the schools, local businesses, civic and social service organizations.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under

Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/Commissions.

VI. APPOINTMENTS

Fifteen (15) Committee members shall be nominated by Council Members and appointed by the Mayor, with the approval of the City Council to a two year term. Members may be reappointed or removed at the discretion of the City Council. The Committee members shall appoint the five (5) social service agency representatives to a two year term.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30th.) Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be re-appointed. The Executive Secretaries shall then submit a complete audit of re-appointments, including applications, to the City Clerk.

VII. ABSENCES

Absences from three consecutive meetings, or a total of five meetings per fiscal year, shall result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

<u>Long – term</u> absences cannot be longer than six (6) months due to extenuating circumstance, and must be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u>

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws. Recently-adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember.

VIII. VACANCIES

Vacancies shall be filled by the Council Member whose appointment has been vacated, with the approval of the Mayor and City Council, to complete the unexpired term.

IX. EXPIRATION OF TERMS

One half of the Committee membership terms will expire on June 30th of even numbered years and one half will expire on June 30th of odd numbered years.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a Member of the City Council to act as Liaison to the Committee. The duties of the Liaison shall include reporting to the Community any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the Committee to the City Council.

XL ORGANIZATION

A. Meetings

The Committee shall meet regularly each month as decided by the Committee.

The Committee will select a meeting time and date by general consensus and adhere to that schedule. The meetings of this Committee shall be held ten times a year, the months of January, February, March, April, May, June, July, August, October and November and go dark in the months of September and December. The Chairperson shall have the power to call special meetings but all members shall have at least two (2) days notice for a special meeting. All meetings shall be public.

B. Officers

At the regular meeting in October of each year, the Committee shall organize by nominating and electing a Chairperson and Vice-Chairperson from its membership to serve for a one-year term. Successful candidates must receive a majority vote of members present. Both, the nominations and elections of officers will be conducted by ballot. Successful candidates must receive a majority vote of members present and must have attended at least 6 meetings in the previous year.

1. Duties:

- a. The Chairperson shall preside at Committee meetings, shall represent the Committee at various functions, and shall make necessary decisions affecting the Committee when a meeting is not possible.
- **b.** The Vice Chairperson shall assume the Chairperson's duties in the absence or inability to perform said duties.
- **c.** In the absence or the disability of both the Chairperson and Vice Chairperson, the Executive Secretary shall chair the meeting.
- d. The Executive Secretary shall be a member of the City staff. The duties shall include: 1.) provide for the recording of the Minutes for each meeting; 2.) keep an accurate record of attendance and notify the Chairperson of members missing three (3) consecutive meetings; 3.) provide staff assistance as required for the conduct of the Committee's business; 4.) and, act as the principal staff advisor.

C. RULES, REGULATIONS AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the Office of the City Clerk. The Committee shall keep a written record of its transactions, findings and determinations. Copies of such materials, as well as Minutes of each meeting, shall be forwarded to the City Clerk and the Çity Council.

The Committee will operate under parliamentary procedure.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmative or negative vote of the majority of the members present shall be necessary for the final transaction of any business.

E. SUB-COMMITTEES

Sub-committees which are needed to successfully carry forth a Committee project shall be established by the Chairperson. The Chairperson shall appoint all sub-committee chairpersons from the Committee.

XII. FINANCE

- A. It is contemplated that only under unusual circumstances would the Committee collect or spend money. If the Committee's purpose does allow for the collection or expenditure of money, such collection or expenditures shall be consistent with City Council policy.
- **B.** The Family & Human Services Community Support Fund (FHSCSF) is administered through the FHS Division under the guidance of the committee. A financial report for this fund is prepared and submitted by city staff each quarter to the committee for their review and approval.
- C. Committee members shall serve without compensation.

XIII. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon 2/3 majority vote of the Committee members. Any amendments to said By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017.

MAYOR

ilen K OL

ATTEST:

OH OELIKI



HERITAGE ARTS ADVISORY COMMITTEE

BY-LAWS

I. NAME

The name of this Committee shall be <u>CITY OF SANTA FE SPRINGS HERITAGE</u> <u>ARTS ADVISORY COMMITTEE</u>

II. PURPOSE

The Heritage Arts Advisory Committee was created as a committee appointed by the City Council to advise the City's Heritage Artwork in Public Places Program.

III. AUTHORITY

This Committee shall be advisory only to the City Council. A report of the Committee Minutes and/or actions of this Committee shall be presented to the City Council following each meeting.

IV. MEMBERSHIP

This Committee shall consist of a maximum of nine (9) voting and six (6) non-voting members from a cross section of persons residing in or active in the City who may be reappointed at the discretion of the City Council.

- 1) A member of the Beautification Committee to serve a minimum of two years.
- 2) A member of the Historical Committee to serve a minimum of two years.
- 3) A member of the Planning Commission to serve a minimum of two years.
- 4) A member of the Chamber of Commerce to serve a minimum of two years.
- 5) Each member of the City Council shall appoint/reappoint one member to serve a minimum of two years.
- 6) A member of the City Council shall serve in a nonvoting capacity as Council representative to this committee.
- 7) The City Manager or designee shall serve in a nonvoting capacity.
- 8) The Director of Community Services Department or designee shall serve in a nonvoting capacity.
- 9) The Director of the Department of Planning or his appointed representative shall serve in a nonvoting capacity.
- 10)A staff member from the Department of Community Services shall serve in a nonvoting capacity as executive secretary for this committee.

11)A staff member from the Department of Planning and Development shall serve in a nonvoting capacity.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/Commissions.

VI. APPOINTMENTS

A maximum of nine (9) Committee members shall be nominated by Council Members and appointed by the Mayor, with the approval of the City Council to a two year term. Members may be reappointed or removed at the discretion of the City Council.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30th.) Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be re-appointed. The Executive Secretaries shall then submit a complete audit of re-appointments, including applications, to the City Clerk.

VII. ABSENCES

Absences from three consecutive meetings, or a total of five meetings per fiscal year, shall result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

<u>Long – term</u> absences cannot be longer than six (6) months due to extenuating circumstance, and must be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u>

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws. Recently-adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember.

VIII. VACANCIES

Vacancies shall be filled by the Council Member whose appointment has been vacated, with the approval of the Mayor and City Council, to complete the unexpired term.

IX. EXPIRATION OF TERMS

One half of the Committee membership terms will expire on June 30th of even numbered years and one half will expire on June 30th of odd numbered years.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a Member of the City Council to act as Liaison to the Committee. The duties of the Liaison shall include reporting to the Community any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the Committee to the City Council.

XI. ORGANIZATION

A. Meetings

The Committee shall meet regularly each month <u>as decided by the</u> Committee.

The Committee will select a meeting time and date by general consensus and adhere to that schedule. The meetings of this Committee shall be eleven times a year, the months of January, February, March, April, May, June, July, August, September, October and November and go dark in the month of December. The Chairperson shall have the power to call special meetings but all members shall have at least two (2) days notice for a special meeting. All meetings shall be public.

B. Officers

At the regular July meeting each year, the Committee shall organize by nominating and electing a Chairperson and Vice-Chairperson from its membership to serve a one-year term. Both, the nominations and elections of officers will be conducted by ballot. Successful candidates must receive a majority vote of members present and must have attended at least 6 meetings in the previous year.

1. Duties:

- a. The Chairperson shall preside at Committee meetings, shall represent the Committee at various functions, and shall make necessary decisions affecting the Committee when a meeting is not possible.
- **b.** The Vice Chairperson shall assume the Chairperson's duties in the absence or inability to perform said duties.
- **c.** In the absence or the disability of both the Chairperson and Vice Chairperson, the Executive Secretary shall chair the meeting.
- d. The Executive Secretary shall be a member of the City staff. The duties shall include: 1.) provide for the recording of the Minutes for each meeting; 2.) keep an accurate record of attendance and notify the Chairperson of members missing three (3) consecutive meetings; 3.) provide staff assistance as required for the conduct of the Committee's business; 4.) and, act as the principal staff advisor.

C. RULES, REGULATIONS AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the Office of the City Clerk. The Committee shall keep a written record of its transactions, findings and determinations. Copies of such materials, as well as Minutes of each meeting, shall be forwarded to the City Clerk and the City Council.

The Committee will operate under parliamentary procedure.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmative or negative vote of the majority of the members present shall be necessary for the final transaction of any business.

E. SUB-COMMITTEES

Sub-committees which are needed to successfully carry forth a Committee project shall be established by the Chairperson. The Chairperson shall appoint all sub-committee chairpersons from the Committee.

XII. FINANCE

- A. It is contemplated that only under unusual circumstances would the Committee collect or spend money. If the Committee's purpose does allow for the collection or expenditure of money, such collection or expenditures shall be consistent with City Council policy.
- **B.** Committee members shall serve without compensation.

XIII. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon 2/3 majority vote of the Committee members. Any amendments to said By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017.

MAYOR

illin KOL

OIT I SELICIT

ATTEST:



HISTORICAL COMMITTEE BY-LAWS

I. NAME

The name of this Committee shall be <u>CITY OF SANTA FE SPRINGS</u> HISTORICAL COMMITTEE.

II. PURPOSE

The purpose of this Committee shall be: 1) To collect factual data on the Native American, European and Spanish-Mexican history and culture as it is woven together into the fabric of Santa Fe Springs' daily life; 2) To share these resources with the schools and citizens in order to supplement any curriculum which may need historical data concerning the Santa Fe Springs area; 3) To chronicle and display the diverse cultural influences on Santa Fe Springs and its impact on city life.

III. AUTHORITY

This Committee shall be advisory only to the City Council. A report on the findings and/or actions of this Committee shall be presented to the City Council at least once a year. Yearly reports will be due on or before June 30th of each year.

IV. MEMBERSHIP

The Committee shall be comprised of no more than twenty (20) members appointed by the City Council from a cross section of persons residing in or active in the City. Committee membership may include representatives from the schools, local businesses, various social agencies and civic and service organizations.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under

Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/ Commissions.

VI. APPOINTMENTS

All Committee members shall be nominated by Council Members and appointed by the Mayor, with the approval of the City Council, for terms of two years. Members may be reappointed or removed at the discretion of the City Council.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30th). Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be re-appointed. The Executive Secretaries shall then submit a complete audit of re-appointments, including applications, to the City Clerk.

VII. ABSENCES

Absences of two meetings, **not necessarily consecutive** during one fiscal year (July through June), result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

<u>Long-term</u> absences, due to extenuating circumstances, may be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u>

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws. Recently-adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember.

VIII. VACANCIES

Vacancies shall be filled by the Council member whose appointment has been vacated, with the approval of the Mayor and City Council, to complete the unexpired term.

The Vice-Chairperson shall succeed to the office of Chairperson for the unexpired term in the event the latter office is vacated, following official announcement by the Executive Secretary of said vacation of office.

IX. EXPIRATION OF TERMS

One-half of the Committee membership terms will expire on June 30th of even numbered years and one half will expire on June 30th of odd numbered years.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a Member of the City Council to act as Liaison to the Committee. The duties of the Liaison shall include reporting to the Committee any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the Committee to the City Council.

XI. ORGANIZATION

A. Meetings

The Committee shall meet four times per year on the 2nd Tuesday of the month at 5:30 p.m. or as decided by the Committee.

The Committee will select a meeting time and date by general consensus and adhere to that schedule. The meetings of this Committee shall be held four times a year, the months of January, April, July, and October. The

Chairperson shall have the power to call special meetings but all members shall have at least two (2) days notice for a special meeting. All meetings shall be public.

B. Officers

At the regular meeting in July each year, the Committee shall organize by nominating and electing a Chairperson and Vice Chairperson from its membership to serve a one-year term. Successful candidates must receive a majority vote of members present. Nomination and elections will be done by blind paper ballot (an anonymous ballet) for Chairperson, Vice Chairperson and Liaison to Heritage Arts Advisory Committee (HAAC). Liaison to Heritage Arts Advisory Committee is nominated and elected every two years, per ordinance. Liaison to the HAAC reports on relevant issues pertaining to this and attends the HAAC meeting (last Tuesday of every month) and begins at the July meeting following the election.

1. Duties

- a. The Chairperson shall preside at Committee meetings, shall represent the Committee at various functions and shall make necessary decisions affecting the Committee when a meeting is not possible.
- **b.** The Vice Chairperson shall assume the Chairperson's duties in the Chairperson's absence or inability to perform said duties.
- **c.** In the absence or the disability of both the Chairperson and Vice Chairperson, the Executive Secretary shall chair the meeting.
- d. The Executive Secretary shall be a member of the City staff assigned by the City Manager. The duties shall include: Provide for the recording of the Minutes for each meeting; keep an accurate record of attendance and notify the Chairperson of members missing two (2) consecutive meetings; provide staff assistance as required for the conduct of the Committee's business; and act as the principal staff advisor.

C. RULES, REGULATIONS AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the Office of the City Clerk. The Committee shall keep a written record of its transactions, findings and determinations. Copies of such materials, as well as Minutes of each meeting shall be forwarded to the City Clerk and the City Council.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmative or negative vote of the majority of the members present shall be necessary for the final transaction of any business.

E. SUB-COMMITTEES

Sub-committees which are needed to successfully carry forth a Committee project shall be established by the Chairperson. The Chairperson shall appoint all Sub-committee Chairpersons from the Committee.

XII. FINANCE

- A. It is contemplated that only under unusual circumstances would the Committee collect or spend money. If the Committee's purpose does allow for the collection or expenditure of money, such collection or expenditures shall be consistent with City Council policy.
- B. Committee members shall serve without compensation.

XIII. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon a 2/3 majority vote of the Committee members. Any amendments to said By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017.

MAYOR

Diela KOL



PARKS & RECREATION ADVISORY COMMITTEE

BY-LAWS

I. NAME

The name of this Committee shall be <u>CITY OF SANTA FE SPRINGS PARKS & RECREATION ADVISORY COMMITTEE</u>.

i. City Council voted on January 12, 2017 to consolidate the Community Program Committee to the Parks & Recreation Advisory Committee. Effective January 12, 2017, all CPC responsibilities have been transferred to the Parks & Recreation Advisory Committee.

II. PURPOSE

The purpose of this Committee shall be:

- To advise the City Council on the types of programs that would best meet the recreational needs of the people of all ages and interests;
- To provide more public participation in policy making as to recreation programs;
- To evaluate the effectiveness of recreation programs and park facilities;
- To assist in policy formation regarding conservation, nature, open spaces, and cultural development.
- To provide cultural and educational events and activities, both with City facilities and commercial establishments, i.e. trips, concerts, plays, historical events, art shows

III. AUTHORITY

This Committee shall be advisory only to the City Council. A report of the Committee Minutes and/or actions of this Committee shall be presented to the City Council following each meeting.

IV. MEMBERSHIP

This Committee shall be comprised of no more than twenty five (25) members appointed by the City Council from a cross section of the various segments of the community. Twenty-two of the members must be residents of Santa Fe Springs.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/Commissions.

VI. APPOINTMENTS

All Committee members shall be nominated by Council Members and appointed by the Mayor, with the approval of the City Council, for terms of two years. Members may be reappointed or removed at the discretion of the City Council.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30th.) Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be re-appointed. The Executive Secretaries shall then submit a complete audit of re-appointments, including applications, to the City Clerk.

VII. ABSENCES

Absences from three consecutive meetings, or a total of five meetings per fiscal year, shall result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

Long – term absences cannot be longer than six (6) months due to extenuating circumstance, and must be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u>

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws. Recently-adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember.

VIII. VACANCIES

Vacancies shall be filled by the Council Member whose appointment has been vacated, with the approval of the Mayor and City Council, to complete the unexpired term.

IX. EXPIRATION OF TERMS

One half of the Committee membership terms will expire on June 30th of even numbered years and one half will expire on June 30th of odd numbered years.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a Member of the City Council to act as Liaison to the Committee. The duties of the Liaison shall include reporting to the Community any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the Committee to the City Council.

XI. ORGANIZATION

A. Meetings

The Committee shall meet regularly each month as decided by the Committee.

The Committee will select a meeting time and date be general consensus and adhere to that schedule. The meetings of this Committee shall be held nine times a year, the months of January, February, March, April, May, June, September, October and November and go dark in the months of July, August, and December. The Chairperson shall have the power to call special meetings but all members shall have at least two (2) days notice for a special meeting. All meetings shall be public.

B. Officers

At the regular meeting in September of each year, the Committee shall organize by nominating and electing a Chairperson and Vice Chairperson from its membership to serve a one-year term. Both, the nominations and elections of officers will be conducted by ballot. Successful candidates must receive a majority vote of members present and must have attended at least 6 meetings in the previous year. The selection of a Chairperson and Vice Chairperson will be the first item on the agenda after Roll Call.

1. Duties:

- a. The Chairperson shall preside at Committee meetings, shall represent the Committee at various functions, and shall make necessary decisions affecting the Committee when a meeting is not possible.
- **b.** The Vice Chairperson shall assume the Chairperson's duties in the absence or inability to perform said duties.
- **c.** In the absence or the disability of both the Chairperson and Vice Chairperson, the Executive Secretary shall chair the meeting.
- d. The Executive Secretary shall be a member of the City staff assigned by the City Manager. The duties shall include: Provide for the recording of the Minutes for each meeting; keep an accurate record of attendance and notify the City Clerk of members missing three (3) consecutive meetings; provide staff assistance as required for the conduct of the Committee's business; and, act as the principal staff advisor.

C. RULES, REGULATIONS AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the Office of the City Clerk. The Committee shall keep a written record of its transactions, findings and determinations. Copies of such materials, as well as Minutes of each meeting, shall be forwarded to the City Clerk and the City Council.

Committee will operate under parliamentary procedure.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmative or negative vote of the majority of the members present shall be necessary for the final transaction of any business.

E. SUB-COMMITTEES

Sub-committees which are needed to successfully carry forth a Committee project shall be established by the Chairperson. The Chairperson shall appoint all Sub-committee Chairpersons from the Committee. Sub-committee members may include non-members of the Committee.

There shall be a specified Sub-committee which shall be known as the Christmas Float Sub-committee. The Chairperson shall appoint the Sub-Committee Chairperson from the Committee each year in the month of January. This appointment must be affirmed by the Committee as a whole. There are no restrictions on the number of terms for a Sub-committee Chairperson.

XII. FINANCE

- A. It is contemplated that only under unusual circumstances would the Committee collect or spend money. If the Committee's purpose does allow for the collection or expenditure of money, such collection or expenditures shall be consistent with City Council policy.
- B. Committee members shall serve without compensation.

XIII. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon a 2/3 majority vote of the Committee members. Any amendments to said By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017.

Willn KRL MAYOR

ATTEST

CITY CLERK



SENIOR CITIZENS ADVISORY COMMITTEE BY-LAWS

I. NAME

The name of this Committee shall be <u>CITY OF SANTA FE SPRINGS SENIOR</u> CITIZENS ADVISORY COMMITTEE.

II. PURPOSE

The purpose of this Committee shall be to advise, plan, and conduct projects that will foster mutual understanding between Senior citizens of Santa Fe Springs and the Honorable city Council of the City of Santa Fe Springs in order to improve the well-being of the Senior citizens in the City of Santa Fe Springs and to the community at large.

III. AUTHORITY

This committee shall be advisory only to the City Council. A report on the findings and/or actions of this Committee shall be presented to the City Council at least once a year. Yearly reports will be due on or before June 30th of each year.

IV. MEMBERSHIP

The Committee shall be comprised of no more than twenty five (25) members appointed by the City Council from a cross section of persons residing in or active in the city. Committee membership may include representatives from the schools, local businesses, various social agencies, and civic and service organizations.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable committee/Commission By-Laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under

prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/Commissions.

VI. APPOINTMENTS

All Committee members shall be nominated by Council Members and appointed by the Mayor, with the approval of the City Council, for terms of two years. Members may be reappointed or removed at the discretion of the Council.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30). Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be reappointed. The Executive Secretaries shall then submit a complete audit of reappointments, including applications, to the City Clerk.

VII. ABSENCES

Absences from three consecutive meetings, or a total of five meetings per fiscal year, shall result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

<u>Long-term</u> absences may only be for 6 months, and must be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u>

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws. Recently adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/ Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember.

VIII. VACANCIES

Vacancies shall be filled by the Council Member whose appointment has been vacated, with the approval of the Mayor and City Council, to complete the unexpired term.

IX. EXPIRATION OF TERMS

One-half of the Committee membership terms will expire on June 30th of even numbered years and one-half will expire on June 30th of odd numbered years.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a Member of the City Council to act as a Liaison to the Committee. The duties of the Liaison shall include reporting to the Community any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the Committee to the City Council.

XI. ORGANIZATION

A. Meetings

The Committee shall meet regularly each month <u>as decided by the</u> Committee.

The Committee will select a meeting time and date by general consensus and adhere to that schedule. The meetings of this Committee shall be held ten times a year in the months of January, February, March, April, May,

June, July, August, October, November. The Committee shall select a day and time that is convenient to most members and shall adhere to schedule. The Chairperson shall have the power to call special meetings, but all members shall have at least two (2) day notice for a special meeting. All meetings shall be public.

B. Officers

At the regular August meeting each year, the Committee shall organize by nominating and electing a Chairperson and Vice-Chairperson from its membership to serve a one-year term. Both, the nominations and elections of officers will be conducted by ballot. Successful candidates must receive a majority vote of members present and must have attended at least 6 meetings in the previous year.

1. Duties:

- a. The Chairperson shall preside at Committee meetings, shall represent the Committee at various functions, and shall make necessary decisions affecting the Committee when a meeting is not possible.
- **b.** The Vice Chairperson shall assume the Chairperson's duties in the absence or inability to perform said duties.
- **c.** In the absence or the disability of both the Chairperson and Vice Chairperson, the Executive Secretary shall chair the meeting.
- d. The Executive Secretary shall be a member of the City staff. The duties shall include: 1) provide for the recording of the Minutes for each meeting; 2) keep an accurate record of attendance and notify the Chairperson of members missing three (3) consecutive meetings; 3) provide staff assistance as required for the conduct of the Committee's business; and 4) act as the principal staff advisor.

C. RULES, REGULATIONS AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the Office of the City Clerk. The Committee shall keep a written record of its transactions, findings, and determinations. Copies of such material, as well as Minutes of each meeting, shall be forwarded to the City Clerk and the City Council.

Committee will operate under parliamentary procedure.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmative or negative vote of the majority of the members present shall be necessary for the final for the transaction of any business.

E. SUB-COMMITTEES

Sub-Committees, which are needed to successfully carry forth a Committee project, shall be established by the Chairperson. The Chairperson shall appoint all sub-committee chairpersons from the Committee.

XII. FINANCE

- A. It is contemplated that only under unusual circumstances would the Committee collect or spend money. If the If the Committee's purpose does allow for the collection or expenditure of money, such collection or expenditures shall be consistent with City Council policy.
- B. Committee members shall serve without compensation.

XIV. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon a 2/3 majority vote of the Committee members. Any amendments to said By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017.

MAYOR

illa K Rh



SISTER CITY COMMITTEE

BY-LAWS

I. NAME

The name of this Committee shall be the <u>CITY OF SANTA FE SPRINGS SISTER CITY</u> <u>COMMITTEE.</u>

II. PURPOSE

The purpose of this Committee shall be to plan and conduct projects which will foster mutual understanding and goodwill between the citizenry of Santa Fe Springs and the citizenry of any foreign city duly designated by the City Council of the City of Santa Fe Springs as a "Sister City" of the City of Santa Fe Springs.

III. AUTHORITY

This Committee shall be advisory only to the City Council, and shall act as goodwill ambassadors of the City of Santa Fe Springs. A report on the activities and/or actions of this Committee shall be presented to the Council at least once a year. Yearly reports will be due on or before June 30th of each year.

No act of this Committee shall be contrary to the established policy of the City Council of the City of Santa Fe Springs; the Town Affiliation Association of the United States, Inc. - Sister Cities International; the U.S./Mexico Sister City Association; or the various Departments of the United States Government.

The Committee shall adhere to all applicable provisions of sections 54950 through 54963 of the State of California Government Code (herein referred to as "The Brown Act.")

IV. MEMBERSHIP

The Committee shall be composed of no more than 25 members appointed by the City Council from a cross section of persons who either reside or work in the City, which may include representatives from schools, local businesses, various social agencies, and civic and service organizations, within the City. Each of these members is entitled to one vote.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/ Commissions.

VI. APPOINTMENTS

All Committee members shall be nominated by Council Members and appointed by the Mayor, with the approval of the City Council, for terms of two years. Members may be reappointed or removed at the discretion of the Council.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30th.) Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be re-appointed. The Executive Secretaries shall then submit a complete audit of re-appointments, including applications, to the City Clerk.

VII. ABSENCES

Absences from three consecutive meetings, or a total of five meetings per fiscal year, shall result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

<u>Long – term</u> absences cannot be longer than six (6) months due to extenuating circumstance, and must be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u>

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws. Recently-adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember.

VIII. VACANCIES

Vacancies shall be filled by the Council member whose appointment has been vacated, with the approval of the Mayor and City Council, to complete the unexpired term.

Committee members appointed to fill vacancies shall complete the unexpired term.

IX. EXPIRATION OF TERMS

One half of the Committee membership terms will expire on June 30th of even numbered years and one half will expire on June 30th of odd numbered years.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a member of the City Council to act as Liaison to the Committee. The duties of the Liaison shall include reporting to the Committee any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the Committee to the City Council.

XI. ORGANIZATION

A. Meetings

The Committee shall meet the first Monday of each month or as decided by the Committee.

The Committee will select a meeting time and date by general consensus and

adhere to that schedule. The meetings of this Committee shall be held eleven (11) times a year, the months of January through November and go dark in December. The Chair shall have the power to call special meetings, but all members shall have at least two (2) days notice for a special meeting. All meetings shall be open to the public and subject to the Brown Act.

B. Officers

At the regular meeting in August, the Chair, with concurrence of the Committee, shall appoint five (5) members from the Committee who shall constitute a Nominating Committee. Members cannot serve on the Nominating Committee for two (2) consecutive years. The Nominating Committee will report its selections for the elected offices of the Committee at the regular September meeting. Nominations from the Sister City Committee as a whole will also be accepted at the September meeting. Elections shall be held annually at the regular September meeting. New officers will take office in October.

1. Duties of Officers

- a. Officers' terms shall be for one year.
- b. The Chair shall preside at Committee meetings, shall represent the Committee at various functions pertaining to Sister City activities, and shall make necessary decisions affecting the Committee when a meeting is not possible. All members shall be contacted regarding any business that is conducted outside of a regular meeting. Such decisions must be approved by the Council Liaison and not in conflict with the Brown Act. The Chair shall be the ex-officio member of all sub-committees and shall be the Chair of the By-Laws Revision Committee and shall keep an official copy of the By-Laws. The Chair may appoint a Committee member, with approval of the Committee, to fill the unexpired term of any officer who is unable to perform their duties.
- **c.** The Vice Chair shall assume the Chair's duties in the absence or inability to perform said duties.
- d. In the absence or the disability of both the Chair and Vice Chair, the Executive Secretary shall chair the meeting.
- e. The Treasurer shall prepare and submit a financial report at each regular meeting which shall include all transactions of both the Sister City Committee and the Young Ambassadors' Association. All transactions shall indicate payee, amount, and purpose of expenditure or origin of deposit. All monies assigned to students' accounts shall be listed by date, amount, and origin. Encumbered and unencumbered funds shall be noted.
- f. The Staff Liaison shall write all Committee correspondence and give

the Executive Secretary and Chair a copy for the Sister City files.

g. The Executive Secretary shall be a member of the City staff assigned by the City Manager. The duties shall include: provide for the recording of the Minutes for each meeting; keep an accurate record of attendance and notify the Chair and City Clerk of members missing three consecutive meetings; provide staff assistance as required for the conduct of the Committee's business; and, act as the principal staff advisor.

C. RULES, REGULATIONS, AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the office of the City Clerk. The Committee shall keep a written record of its activities and determinations. Copies of such materials, as well as Minutes of each meeting, shall be forwarded to the City Clerk and the City Council.

Committee will operate under parliamentary procedure.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmative or negative vote of the majority of the members present shall be necessary for the final transaction of any business.

E. SUB-COMMITTEES

Two sub-committees consisting of no fewer than 5 members, one each dedicated to the respective sister cities of Navojoa, Mexico and Tirschenreuth, Germany, shall be created by the Chair to work with the Executive Secretary and Staff Liaison to plan for business pertaining to these sister cities.

Additional sub-committees which are needed to successfully carry forth a Committee project shall be established by the Chair. The Chair shall appoint all sub-committee Chairs from the Committee.

XII. FINANCE

- A. The Committee's purpose does allow for the collection and expenditure of money, such collection or expenditures shall be consistent with City Council policy.
- B. Committee members shall serve without compensation.
- C. No Committee member may impose any fees or fines upon another member unless specified in the Standing Rules.
- D. The Treasurer shall not disburse any funds without prior Committee approval. Such

approval shall occur at a public meeting. The Committee shall have the books audited at least once a year.

XIII. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon a 2/3 majority vote of the Committee members. Any amendments to said By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017.

MAYOR

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YOUTH LEADERSHIP COMMITTEE

BY-LAWS

I. NAME

The name of this Committee shall be the <u>CITY OF SANTA FE SPRINGS YOUTH LEADERSHIP COMMITTEE.</u>

II. PURPOSE

The Committee purpose shall be to foster greater involvement of youth in the community and municipal government. The Committee shall study problems, activities, and concerns of youth, especially as they relate to municipal programs or projects of the City and recommend solutions to the City Council.

III. AUTHORITY

This committee shall report to the City Council. A report on the findings and/or actions of this Committee shall be presented to the City Council at least once a year.

IV. MEMBERSHIP

The committee shall be comprised of no more than 20 members appointed by the City Council from a cross section of youth residing in the City. Committee members will be between the ages of 13 and 18 years of age during the next committee term following his/her appointment.

No more than two (2) immediate family members may participate on the Committee during any appointed term.

V. APPLICATIONS

Applications for appointment shall be made available in the City Clerk's Office. Applications must be submitted to the City Clerk. Once received and date-stamped, eligibility of the applicant will be determined by the City Clerk based on applicable Committee/Commission by-laws. Eligible applicants will be included in the next Council Agenda Packet for Council members' and staff's review under Prospective Members for Various Committees/Commissions. The City Clerk shall notify non-eligible applicants by mail.

Applications shall be valid for six months. The City Clerk shall be responsible to notify the appropriate Executive Secretary of the name of any applicant who has remained on the list for five months without appointment. The Executive Secretary shall be responsible to send a letter to the prospective applicant that shall include: the date on which the current application will expire, a blank application, and directions to return the updated application to the City Clerk within 30 days if they wish to remain on the eligibility list. It shall be the responsibility of the City Clerk to maintain updated eligibility lists for all Council-Appointed Committees/ Commissions.

VI. APPOINTMENTS

All Committee members will be appointed by City Council, for terms of two years. Members may be reappointed or removed at the discretion of the appointing City Council Member.

Following the appointment of any Committee member or Commissioner, the City Clerk shall notify said appointee by mail of their term of appointment. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the Executive Secretary. It shall be the responsibility of the Executive Secretary to: contact the new appointee to advise him/her of the next meeting, provide all documents necessary to function on the Committee/Commission, and notify the Chair of new appointments.

By April 30 of each year, the City Clerk shall provide Executive Secretaries with a list of members whose term is due to expire at the end of the fiscal year (June 30th.) Executive Secretaries shall then notify members and provide blank applications to be completed and returned within 30 days if the member wishes to be re-appointed. The Executive Secretaries shall then submit a complete audit of re-appointments, including applications, to the City Clerk.

VII. ABSENCES

Absences from three consecutive meetings, or a total of five meetings per fiscal year, shall result in that member's seat being declared vacant by the secretary of the committee. Any declaration of vacancy based on absences from regularly scheduled meetings per Fiscal Year shall be appealable to the City Council. Council shall take into consideration board member attendance records, including tardiness, when evaluating the overall performance of board members.

<u>Long-term</u> absences, due to extenuating circumstances, may be excused by the City Council. <u>Such requests must be submitted in writing to the City Council for approval.</u> Long-term absence excuses shall be limited to six months, at which time the Committee member shall be removed from service.

It shall be the responsibility of the Executive Secretary to monitor the attendance of Committee members/Commissioners according to their respective by-laws.

Recently-adopted Council policy states that long-term absence excuses shall be limited to six months, at which time the Committee member/Commissioner shall be removed from service. The Executive Secretary shall be responsible to notify by mail any member in danger of being removed due to absence from one meeting prior to such removal. Attempts should also be made to contact the Committee member/Commissioner by phone. Such notification shall include the absence policy for the Committee/Commission and directions for obtaining an excused absence if necessary. Copies of such letters shall be sent to the appointing Councilmember, the Council Liaison, and the City Clerk. If after receiving said notification, a Committee member/Commissioner misses the subsequent meeting, the Executive Secretary shall notify the City Clerk. The City Clerk shall then notify the City Manager and the appointing Councilmember.

VIII. VACANCIES

Vacancies shall be filled by the Council member whose appointment has been vacated, with the approval of the Mayor and City Council, to complete the unexpired term.

IX. EXPIRATION OF TERMS

Upon the completion of the 2 year term each committee member in good standing shall be eligible for re-appointment. Once a committee member graduates from High School their term ends June 30th following graduation.

X. COUNCIL LIAISON

With the approval of the City Council, the Mayor may designate a Member of the City Council to act as Liaison to the Committee. The duties of the Liaison shall include reporting to the Committee any actions of the City Council relative to the Committee's programs or sphere of influence and to act as spokesperson on behalf of the Committee to the City Council.

XI. ORGANIZATION

A. Meetings

The Committee shall meet on the first Monday of each month or as decided by the Committee. In the case of a meeting scheduled on a holiday, the meeting will be held on the second Monday of that month.

The Committee will select a meeting time and date by general consensus and adhere to that schedule. The meetings of this Committee shall be held eleven times a year, January through June and August through December and go dark in July. The Chairperson will have power to call special meetings but all members shall have at least two (2) days notice for a special meeting.

B. OFFICERS

At a regular meeting in August each year, the Committee shall organize by nominating and electing a Chairperson, Vice Chairperson, Secretary and Treasurer from its membership to serve for one year. Successful candidates must receive a majority vote of members present by way of ballot. Nomination and elections will be done by blind paper ballot (an anonymous ballet)

An eligible candidate for Chairperson shall, at the beginning of their term, be in the eleventh or twelfth grade with tenure of at least one year on the Committee.

An eligible candidate for Vice Chairperson shall, at the beginning of their term, be in the tenth or eleventh grade with tenure of at least one year on the Committee.

An eligible candidate for Secretary and Treasurer shall, at the beginning of their term, be an underclassman in the ninth or tenth grade.

1. Duties:

- a. The Chairperson shall preside <u>all</u> Committee meetings, shall represent the Committee at various functions, and make necessary decisions affecting the Committee when a meeting is not possible.
- b. The Vice Chairperson shall assume the Chairperson's duties in the absence or inability to perform said duties. The Vice Chairperson shall also assume the Secretary's responsibilities at meetings when the Secretary is absent.
- c. The Secretary shall call roll at Committee meetings, keep record of meeting minutes and inform Committee members of upcoming events. In the absence of both the Chairperson, Vice Chairperson, the Secretary shall chair the meeting.
- d. The Treasurer shall collect and document all money generated through fundraising at Committee events. The Treasurer will submit all funds to Executive Secretary for proper depositing.
- e. The Executive Secretary or their designee shall be a member of the City Staff assigned by the Director of Community Services. The duties shall include: Provide assistance in recording of the Minutes for Each meeting; keep an accurate record of attendance and notify the <u>City Clerk</u> of members missing three (3) consecutive meetings; provide staff assistance in the depositing of all funds, aid as required for the conduct of the Committee's business; and, act as the principal staff advisor.

C. RULES, REGULATIONS AND RECORDS

All rules and regulations governing the Committee shall be approved by the City Council and shall be kept on file in the Office of the City Clerk. The Committee shall keep written record of its transactions, findings, and determinations. Copies of such materials, as well as Minutes of each meeting, shall be forwarded to the City Clerk and the City Council.

Committee will operate under parliamentary procedure.

Committee members shall attend at least one City Council meeting per month.

D. QUORUM

A simple majority of the Committee members (50% + 1) shall constitute a quorum for the transaction of business. The affirmation or negative vote of the majority of the members present shall be necessary for the final transaction of any business.

E. SUB-COMMITTEES

Sub-committees which are needed to successfully carry forth a Committee project shall be established by the Chairperson. The Chairperson shall appoint all Sub-committee Chairpersons from the Committee.

F. ADVISORY COMMITTEE

Graduating Youth Leadership Committee members may be appointed to the Advisory Committee to assist in committee projects. This Advisory Committee will have no voting power and be appointed by the Executive Secretary.

XII. AMENDMENTS

Amendments to these By-Laws may be recommended to the City Council upon a 2/3 majority vote of the Committee members. Any amendments to the aforementioned By-Laws must be approved by the City Council.

Approved this 8th day of June, 2017

MAYOR

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ATTEST:

CITY CLERK

ATTACHMENT C

PLANNING COMMISSION

₽§ 32.01 ESTABLISHED.

There shall be established a Planning Commission for the city.

('64 Code, § 2-30) (Ord. 15, passed --)

Statutory reference:

Local planning generally, see Cal. Gov't Code §§ 65000 et seq.

Planning Commissions, see Cal. Gov't Code §§ 65400 to 65404

Requirement that city create a Planning Commission, see Cal. Gov't Code § 65300

§ 32.02 COMPOSITION; APPOINTMENT; TERMS; VACANCIES.

The Planning Commission shall consist of five members who shall be qualified electors of the city. Except as otherwise provided herein, Planning Commissioners shall be appointed and shall serve for terms of four years and until appointment and qualification of their respective successors. If vacancies shall occur, otherwise than by expiration of term, they shall be filled by appointment for the unexpired portion of the term. Each member of the City Council shall nominate one person for appointment to the Planning Commission by the Mayor with the approval of the City Council. Notwithstanding anything to the contrary herein contained, when a member of the City Council who has nominated a particular Planning Commissioner is no longer a member of the City Council, the successor member of the City Council shall have the option of terminating the term of the Planning Commissioner nominated by his predecessor, and of nominating a successor Planning Commissioner to serve out the remainder of the term of the Planning Commissioner whose term has been so terminated.

('64 Code, § 2-31) (Ord. 15, passed --; Am. Ord. 635, passed 7-28-83)

№ § 32.03 ORGANIZATION.

- (A) The Planning Commission shall elect its chairman from among its appointed members for a term of one year and, subject to other provisions of law, may create and fill such other offices as it may determine.
- (B) The Planning Commission shall elect a vice-chairman from among its appointed members. The Planning Commission shall also appoint a secretary who need not be a member of the Commission.

('64 Code, § 2-32) (Ord. 15, passed --)

- (A) The Planning Commission shall hold at least one regular meeting in each month. It shall adopt rules for transaction of business and shall keep a record of the resolutions, transactions, findings and determinations of the Commission, which record shall be a public record.
- (B) A regular meeting as provided for by law or by rule of the Planning Commission, or any regularly advertised public hearing, shall be deemed a regular meeting.

('64 Code, § 2-33) (Ord. 15, passed --)

№ § 32.05 TERMINATION OF MEMBERSHIP FOR ABSENCE FROM MEETINGS; ABSENCE FOR CAUSE DEFINED.

(A) If a member of the Planning Commission shall be absent from three successive regular meetings of such Commission without cause, the office of such member shall be deemed to be vacant and the term of such member ipso facto terminated. The Planning Commission shall immediately inform the City Council of such termination.

('64 Code, § 2-34)

(B) An absence due to illness or an unavoidable absence from the city and written notice thereof to the Planning Commission on or before the day of any regular meeting of the Commission shall be deemed absence for cause.

('64 Code, § 2-35) (Ord. 15, passed --)

№ 8 32.06 POWERS AND DUTIES.

The Planning Commission shall perform the duties and shall have all rights, powers and privileges specified and provided for by municipal ordinance or resolution or by state law.

('64 Code, § 2-36) (Ord. 15, passed --)

№ 8 32.07 EXPENSES AND COMPENSATION.

The Planning Commission and the respective members thereof shall be entitled to compensation or reimbursement for all necessary and proper expenses incurred by the Commission or by such members in connection with the meetings of the Commission and in connection with the business of the city transacted by or in connection with the activities, duties and responsibilities of the Commission. In addition, the members thereof shall be entitled to compensation at a rate set by City Council resolution for each meeting of the Commission attended, for not to exceed two meetings per calendar month. For purposes of determining compensation, all meetings held on a single calendar date shall be deemed to be one meeting.

('64 Code, § 2-37) (Ord. 15, passed --; Am. Ord. 293, passed 6-9-66; Am. Ord. 597, passed 1-8-81)

ATTACHMENT D

TRAFFIC COMMISSION § 70.40 ESTABLISHED; COMPOSITION; APPOINTMENT OF MEMBERS.

There is hereby established an Advisory Traffic Commission consisting of five lay members appointed by the Mayor with the approval of the City Council, the City Traffic Engineer, and the Chief of Police or his representative who shall be non-voting members of the Commission. The lay members shall select from among themselves a chairperson and a vice-chairperson to serve as such for a one-year term.

('64 Code, § 14-36) (Ord. 148, passed --; Ord. 426, passed 7-13-72; Ord. 578, passed 2-14-80; Am. Ord. 585, passed 7-10-80)

§ 70.41 VOTING MEMBERS.

Only the five lay members on the Traffic Commission shall be voting members of the Traffic Commission. All other members may take part in the discussions, but shall be non-voting.

('64 Code, § 14-37) (Ord. 148, passed --; Ord. 426, passed 7-13-72)

§ 70.42 COMPENSATION.

The lay members of the Traffic Commission shall be entitled to compensation at a rate to be established from time to time by City Council resolution for each meeting of the Commission attended, not to exceed one meeting per calendar month. For purposes of determining compensation, all meetings held on a single calendar date shall be deemed to be one meeting.

('64 Code, § 14-37.1) (Am. Ord. 597, passed 1-8-81)

§ 70.43 APPOINTMENT; TERMS; VACANCIES.

Each member of the City Council shall nominate one lay person for appointment to the Traffic Commission by the Mayor with the approval of the City Council. Notwithstanding anything to the contrary herein contained, when a member of the City Council who has nominated a particular Traffic Commissioner is no longer a member of the City Council, the successor member of the City Council shall have the option of terminating the term of the Traffic Commissioner nominated by his predecessor, and of nominating a successor Traffic Commissioner to serve out the remainder of the term of the Traffic Commissioner whose term has been so terminated.

('64 Code, § 14-38) (Ord. 148, passed --; Am. Ord. 636, passed 8-11-83)

§ 70.44 DUTIES.

It shall be the duty of the Traffic Commission to do the following:

- (A) Suggest the most practicable means for coordinating the activities of all officers and agencies of the city having authority with respect to the administration or enforcement of traffic regulations.
 - (B) Stimulate and assist in the preparation and publication of traffic reports.
 - (C) Receive complaints having to do with traffic matters.
- (D) Recommend to the legislative body of the city and to the City Traffic Engineer, the Chief of the Traffic Division and other city officials, ways and means for improving traffic conditions and the administration and enforcement of traffic regulations.
- (E) Consider matters involving the safety of the whole community which may be brought to its attention or which may be referred to it by the City Council.
- (F) Make such recommendations as it may deem advisable, concerning the safety of the community, to the City Council or to other agencies and individuals.
- (G) Prepare and submit, annually, a budget of the estimated expenditures to be made during the following fiscal year in connection with safety programs.
- (H) Make an annual report each fiscal year of all activities and of all disbursements made in connection with programs sponsored by the Traffic Commission.

('64 Code, § 14-39) (Ord. 17, passed --)