



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**March 14, 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**

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. ORAL COMMUNICATIONS *This is the time when comments may be made by interested persons on matters on closed session items only.*

CLOSED SESSION

4. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

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

Number of Potential Cases – One (1)

HOUSING SUCCESSOR

5. 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 February 14, 2019 Housing Successor Meeting

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

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 February 14, 2019 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

CITY COUNCIL

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.

a. Minutes of the February 14, 2019 Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

- b. General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934

Recommendation: That the City Council:

- Approve a general motion to waive full reading and approve Ordinance by title only pursuant to California Government Code Section 36934.

PUBLIC HEARING

8. Annual Weed Abatement Program

Recommendation: That the City Council:

- Conduct a Public Hearing on Weed Abatement and direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed.

PUBLIC HEARING

9. Adoption of Negative Declaration - Conditional Use Permit (CUP) - Case No. 792 - Development Agreement 01-2019

A request to allow the construction and operation of a new 50-foot tall V-Shape digital billboard with 14' x 48' display areas located at 13060 Firestone Boulevard (APN: 7005-001-019) within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone, subject to Development Agreement 01-2019. (General Outdoor Advertising)

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 792 and the related Environmental Document, 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 programs 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
- 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
- Approve Conditional Use Permit Case No. 792 subject to the conditions of approval as contained within Resolution No. 9621; and
- Adopt Resolution No. 9621, which incorporates the City Council's findings and actions regarding this matter; and
- Introduce Ordinance No. 1099, to approve Development Agreement No. 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising.

NEW BUSINESS

10. Introduction of an Ordinance No. 1101 Repealing Chapters 50 (Garbage and Refuse) and 119 (Recyclable Materials Dealer) and in Their Place Adopting a New Chapter 50 (Collection of Solid Waste and Recyclables)
Recommendation: That the City Council:
 - Read by Title only, waive further reading and introduce for first reading Ordinance No. 1101.
11. Adoption of Resolution No. 9623 – Authorizing the Relinquishment of Child Care and Development Services Pre-school Program Contract with the State Department of Education for Fiscal Year 2018-2019
Recommendation: That the City Council:
 - Approve and adopt Resolution No. 9623 – authorizing the relinquishment of contract CSPP-8170 with the State Department of Education for the purpose of dissolving the Child Care and Development Services Pre-school Age Children Program for Fiscal Year 2018-2019.
12. Approval of Letter of Agreement between the City of Santa Fe Springs and United Way of Greater Los Angeles for the Gas Company Utility Assistance and the Edison Assistance Fund Programs
Recommendation: That the City Council:
 - Approve the Letter of Agreement for the continued participation in the Gas Assistance Fund and the Edison Assistance Fund Programs with the United Way of Greater Los Angeles.
 - Authorize the Mayor to execute and sign the Letter of Agreement with the United Way of Greater Los Angeles.
13. Fiscal Year 2018-19 Midyear Budget Review and Modifications
Recommendation: That the City Council:
 - Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.
14. Traffic Enforcement Officer Detail – Pilot Program Update
Recommendation: That the City Council:
 - This report is for informational purposes only and does not require any action by the City Council.
15. 2018 General Plan Housing Element Annual Progress Reports
Recommendation: That the City Council:
 - Authorize staff to forward the 2018 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

16. Authorize the Purchase of Two (2) 2019 Chevrolet Tahoe's
Recommendation: That the City Council:
- Authorize the Director of Purchasing Services to purchase two (2) New 2019 Chevrolet Tahoe's by piggybacking off a cooperative contract through Sourcewell No.120716-NAF with National Auto Fleet Group; and
 - Authorize a purchase order to be issued in the amount of \$99,251.47 for this transaction.
17. Town Center Plaza Improvements – Status Update
Recommendation: That the City Council:
- Approve the updated Town Center Plaza Improvements Site Plan for Zone 1 (City Hall West Parking Lot).
18. Santa Fe Springs Road Street Improvements – Authorization to Advertise for Construction Bids
Recommendation: That the City Council:
- Approve the Plans and Specifications; and
 - Authorize the City Engineer to advertise for construction bids.
19. Ann Street Improvements – Authorization to Advertise for Construction Bids
Recommendation: That the City Council:
- Approve the Plans and Specifications; and
 - Authorize the City Engineer to advertise for construction bids.
20. Carmenita Road and Cambridge Street Approval of Reimbursement and Construction Agreement with Cambridge Springs, LLC for Traffic Signal and Street Improvement Costs
Recommendation: That the City Council:
- Approve the Reimbursement and Construction Agreement with Cambridge Springs, LLC for the Traffic Signal and Street Improvement Costs at Carmenita Road and Cambridge Street; and
 - Authorize the City Manager to execute the agreement on behalf of the City.
21. **CLOSED SESSION**
PUBLIC EMPLOYMENT
(Pursuant to California Government Code Section 54957(b)(1))
TITLE: City Manager Evaluation
22. **CLOSED SESSION**
REAL PROPERTY NEGOTIATIONS
(Pursuant to California Government Code Section 54956.8)
Property: APN: 8007-001-909 for the property located at 9919 Cedardale Drive, Santa Fe Springs, CA
Agency Negotiator: Public Works Director
Negotiation Parties: Rafael Rosalez
Under Negotiation: Price and Terms for the Sale of Property

City of Santa Fe Springs
Regular Meetings

March 14, 2019

Please note: Item Nos. 23 – 32, will commence at the 7:00 p.m. hour.

23. INVOCATION

24. PLEDGE OF ALLEGIANCE

25. INTRODUCTIONS

- Representatives from the Chamber of Commerce

26. ANNOUNCEMENTS

27. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

28. PRESENTATIONS

- a. Recognition of Santa Fe High School Girls Varsity Basketball Team
- b. Proclamation – Declaring the month of March as Colorectal Cancer Awareness Month in the City of Santa Fe Springs

29. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

30. 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.*

31. COUNCIL COMMENTS

32. 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

March 11, 2019
Date

FOR ITEM NO. 5
PLEASE SEE ITEM NO. 7A

**FOR ITEM NO. 6
PLEASE SEE ITEM NO. 7A**



City of Santa Fe Springs

City Council Meeting

ITEM NO. 7A

March 14, 2019

CONSENT AGENDA

Minutes of the February 14, 2019 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:

- February 14, 2019

Staff hereby submits the minutes for Council's approval.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

1. Minutes for February 14, 2019



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

February 14, 2019

1. **CALL TO ORDER**

Mayor Trujillo called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

a. Minutes of the January 10, 2019 Housing Successor Meeting

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, approving the minutes as submitted, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

4. **NEW BUSINESS**

a. License Agreement to Temporary Use Housing Successor – Owned Land

Recommendation: That the Housing Successor:

- Authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, authorizing the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

SUCCESSOR AGENCY

5. 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 January 10, 2019 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

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

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

CITY COUNCIL

6. CONSENT AGENDA

- a. Minutes of the January 10, 2019 City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

- b. Quarterly Treasurer's Report of Investments for the Quarter Ended December 31, 2018

Recommendation: That the City Council:

- Receive and file the report.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, approving items no. 6a and 6b, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

PUBLIC HEARING

7. State of California Citizens' Option for Public Safety (COPS) Grant Program

Recommendation: That the City Council:

- Open the Public Hearing for those wishing to speak on this matter; and
- Approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein.

Mayor Trujillo opened the Public Hearing at 6:02 p.m.

There was not one present from the audience to speak on Item No. 7.

Mayor Trujillo closed the Public Hearing at 6:02 p.m.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rounds, approving the expenditure of the State of California Citizens' Option for Public

Safety (COPS) grant funds as outlined in the plan contained herein, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

NEW BUSINESS

8. Resolution No. 9617 – Weed Abatement

Recommendation: That the City Council:

- Adopt Resolution No. 9617 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 28, 2019, as the date for the Public Hearing.

It was moved by Councilmember Rodriguez, seconded by Councilmember Mora, adopting Resolution No. 9617 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 28, 2019, as the date for the Public Hearing, California in the amount of \$37,608.60 for the subject project, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

9. Update on the Capital Improvement Plan (CIP)

- This is for informational purposes only and does not require any action by the City Council

Director of Public Works, Noe Negrete spoke about ongoing projects in the city. He stated that Public Works will be focusing on street improvements this year. Since 14/15 FY, Public Works has completed 32 projects. Many streets are in development to be improved, and depending on progress, some projects might be able to start sooner in the calendar year. Overall, he expects 22 projects to be completed within the next 18 months.

10. 2019 5K Fun Run/Walk Traffic Control Plans – Request for Approval

Recommendation: That the City Council:

- Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2019 5K Fun Run/Walk route on Saturday, April 6, 2019.

It was moved by Councilmember Zamora, seconded by Councilmember Mora, approving the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2019 5K Fun Run/Walk route on Saturday, April 6, 2019, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

11. Municipal Services Yard Underground Waste Oil Tank Removal – Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

- Approve adding Municipal Services Yard Underground Waste Oil Tank Removal project to the Capital Improvement Plan;
- Appropriate \$55,500 from Utility Users Tax | Capital Improvement Fund to the Municipal Services Yard Underground Waste Oil Tank Removal project (PW190003);
- Approve the Plans and Specifications for the Municipal Services Yard Underground Waste Oil Tank Removal; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, approving adding Municipal Services Yard Underground Waste Oil Tank Removal project to the Capital Improvement Plan, appropriating \$55,500 from Utility Users Tax | Capital Improvement Fund to the Municipal Services Yard Underground Waste Oil Tank Removal project (PW190003), approving the Plans and Specifications for the Municipal Services Yard Underground Waste Oil Tank Removal, and authorizing the City Engineer to advertise for construction bids, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

12. Greenstone Avenue Street Improvements – Authorization to Advertise for Construction

Recommendation: That the City Council:

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

It was moved by Councilmember Rodriguez, seconded by Councilmember Mora, approving the Plans and Specifications, and authorizing the City Engineer to advertise for construction bids, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

13. Resolution No. 9622 – Request for Parking Restrictions during Certain Hours on Forest Place south of Florence Avenue

Recommendation: That the City Council:

- Adopt Resolution No. 9622 to implement a parking restriction between the hours of 8:00 p.m. and 5:00 a.m. on the both sides of Forest Place from Lakeland Road to the southerly terminus of the cul-de-sac and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Rodriguez, adopting Resolution No. 9622 to implement a parking restriction between the hours of 8:00 p.m. and 5:00 a.m. on the both sides of Forest Place from Lakeland Road to the southerly terminus of the cul-de-sac 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

14. City Hall Public Counters and Accessibility Improvements Project – Rejection of Bids

Recommendation: That the City Council:

- Reject all bids for the City Hall Public Counters and Accessibility Improvements Project; and
- Authorize the Director of Public Works to re-advertise a Request for Bids to construct the City Hall Public Counters and Accessibility Improvements Project.

Councilmember Zamora inquired about the low number of submitted bids. Public Works Director Noe Negrete informed the Council of certain guidelines that must be met when advertising for bids, including, but not limited to, accepting bids with only one bidder.

City Manager Ray Cruz spoke about how cities have difficulty completing small projects due to contractors wanting to complete larger projects that will yield a bigger payment.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, rejecting all bids for the City Hall Public Counters and Accessibility Improvements Project, and authorizing the Director of Public Works to re-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

15. Approval of Agreement between the City of Santa Fe Spring and American Business Bank for Tierra Mia Coffee Company

Recommendation: That the City Council:

- Approve the agreement with American Business Bank for Tierra Mia Coffee Company.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, approving the agreement with American Business Bank for Tierra Mia Coffee Company, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

16. Acceptance of State Homeland Security Grant Program (SHSGP) funds for the Purchase of a HAL S3101 EMS Patient Simulator for the Department of Fire-Rescue

Recommendation: That the City Council:

- Accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$45,409.68 and authorize the purchase of a HAL Model S3101 "Tetherless" Patient Simulator with associated accessories.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rounds, accepting State Homeland Security Grant Program (SHSGP) funds in the amount of \$45,409.68 and authorizing the purchase of a HAL Model S3101 "Tetherless" Patient Simulator with associated accessories, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

17. Acceptance of State Homeland Security Grant Program (SHSGP) funds for the purchase of thirty (30) tactical protective vests with ballistic plates for chest and back for the Department of Fire-Rescue

Recommendation: That the City Council:

- Accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$50,129.10 and authorize the purchase of thirty (30) tactical protective vests from U.S. Armor Corporation

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rounds, accepting State Homeland Security Grant Program (SHSGP) funds in the amount of \$50,129.10 and authorizing the purchase of thirty (3) tactical protective vests from U.S. Armor Corporation, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

18. Acceptance of State Homeland Security Grant Program (SHSGP) funds for rehabilitation of Hazmat and Urban Search and Rescue training props at 11400 Greenstone Avenue, Santa Fe Springs/Rio Hondo Regional Training Center.

Recommendation: That the City Council:

- Accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$81,750 and authorize the contracting of professional services for rehabilitation of props at the Santa Fe Springs/ Rio Hondo Regional Training Center.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rounds, accepting State Homeland Security Grant Program (SHSGP) funds in the amount of \$81,750.00 and authorizing the contracting of professional services for rehabilitation of props at the Santa Fe Springs/ Rio Hondo Regional Training Center, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

19. Authorization to Issue Request for Proposals to Provide an Overhead Cost Allocation Plan and Comprehensive Citywide User Fee Study Services

Recommendation: That the City Council:

- Authorize staff to issue a Request for Proposal ("RFP") to qualified firms to provide an overhead cost allocation plan and comprehensive citywide user

fee study services.

Councilmember Mora inquired about having the fee assessment done in-house.

City Manager Ray Cruz talked about Department of Finance possibly doing comparisons about what other cities pay for their fees.

Director of Finance Travis Hickey highlighted that the best practice would be to have an outside expert create a cost allocation plan every 5 to 10 years. Consultants excel at dissecting fees. Some of the cons of completing the fee assessment in-house include lack of expertise, extended time needed, and less staff. Fee assessment and adjustments take a considerable amount of time.

Mayor Trujillo expressed her concern at the possibility of certain fees increasing.

Ray Cruz said the study allows the city to establish a baseline. He emphasized that a cost allocation plan is difficult to accomplish and the current city staff does not have sufficient training or the capacity to accomplish such a nuanced task.

Travis Hickey said that approval of this item would only allow an authorization to issue an RFP. Council would approve a vendor, and council could approve whether or not to change certain fees.

Councilmember Zamora agreed with executive staffs' recommendation on which fees to change.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, authorizing staff to issue a Request for Proposal ("RFP") to qualified firms to provide an overhead cost allocation plan and comprehensive citywide user fee study services, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

- 20.** First Amendment to Listing Agreement with Cushman and Wakefield of California, Inc., as sole agent, the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of a ground lease, to the United States Postal Services ("USPS") at the real property located at 11760 Telegraph Road, Santa Fe Springs, California 90670

Recommendation: That the City Council:

- Approve the First Amendment to the listing Agreement with Cushman and Wakefield of California, Inc., for the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of a ground lease, to the United States Postal Services ("USPS") at 11760 Telegraph Road, Santa Fe Springs, California 90670; and
- Authorize the Mayor or designee to execute the First Amendment to the Listing Agreement with Cushman and Wakefield of California, Inc., to negotiate the renewal of the ground lease with USPS.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, approving the First Amendment to the listing Agreement with Cushman and Wakefield of California, Inc., for the exclusive right to negotiate the renewal

(whether through a renewal, extension or new lease) of a ground lease, to the United States Postal Services ("USPS") at 11760 Telegraph Road, Santa Fe Springs, California 90670; and authorizing the Mayor or designee to execute the First Amendment to the Listing Agreement with Cushman and Wakefield of California, Inc., to negotiate the renewal of the ground lease with USPS, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

The Interim City Attorney read the closed session item.

CLOSED SESSION

21. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

Mayor Trujillo recessed the meetings at 6:41 p.m.

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

Council did not take any action in closed session, per the Interim City Attorney.

22. INVOCATION

Invocation was led by Mayor Pro Tem Rounds

23. PLEDGE OF ALLEGIANCE

Ava Lavalley, 1st grade student from Jersey Elementary led the Pledge of Allegiance.

24. INTRODUCTIONS

- Representatives from the Chamber of Commerce: Liz Buckingham from Friendly Hills Bank.

25. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Adult Basketball League, April 8, 2019 – registration until March 29, 2019.
- Older Adult Community Dance – February 22, 2019 at 9:00 a.m.
- Movie Trivia Night – February 22, 2019 at 6:00 p.m.

26. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager Ray Cruz spoke about a city manager conference that he attended in San Diego.
- Public Works Director, Noe Negrete talked about the recent rainstorms and how potholes are being filled. Public Works is also ensuring catch basins are clear so that storm water can flow freely. He thanked West Coast Arborists for their proper tree maintenance, as well as staff for handling all the calls from people reporting potholes.
- Director of Police Services, Dino Torres spoke about the Coffee with a Cop event, which was well attended. Second, he spoke about a crime prevention seminar at the Costa Azul Senior Apartments. Lastly, he spoke about a financial crimes prevention seminar in partnership with the Santa Fe Springs Chamber of Commerce. City Council voiced their concerns about the activity at the Santa Fe Springs Promenade and asked if Dino Torres and Ray Cruz could set up a meeting with the lease owner.
- Fire Chief, Brent Hayward spoke about an Incident Support Unit being built in Colorado, which will be coming in soon.
- Director of Finance and Administrator, Travis Hickey spoke about midyear budget meeting. He also spoke about the Santa Fe Springs Chamber of Commerce 'Member Spotlight' that highlights each member and what they do. Lastly, he spoke about Raymond Handling Solutions for collaborating with Partnership for Youth Success with U.S. Army that helps in job resources.
- Director of Community Services, Maricela Balderas spoke about a s'mores event. Lastly, she announced that the Penny Carnival will be moved to the Santa Fe Springs Activity Center from Lakeview Park due to inclement weather.

27. PRESENTATIONS

- a. 2019 Youth Leadership Committee Report on Retreat to Green Valley, California and Recognition of Retreat Sponsor Serv-Wel Disposal & Recycling.
- b. Vita income tax assistance program.

28. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

The following appointments were made: Mayor Pro Tem Rounds appointed Abraham Walters to the Youth Leadership Committee.

29. ORAL COMMUNICATIONS

There were six (6) speakers:

John and Esther Naranjo, Paul Nakamura, Dolores Duran, Gilbert Aguirre, Janie Aguirre, and Hilda Zamora all expressed their concerns in regards to the Gus Velasco Neighborhood Center and the volunteers of the Neighborly Elf Program.

30. COUNCIL COMMENTS

Councilmember Mora thanked Fire Chief Hayward for securing their grants. He talked about California League of Cities Conference that he attended with other councilmembers and learned a great deal about his commitment to his staff and residents.

Councilmember Rodriguez thanked the seniors for coming up and expressing how they felt. She ensured them that their concerns are being heard.

Councilmember Zamora acknowledged that volunteers are an important part of the community. He expressed that they hope they can resolve their concerns.

Mayor Pro Tem Rounds thanked everyone who came to the council meeting tonight despite the holiday. Thanked the volunteers for everything that they do, expressed his gratitude for their time. Wished everyone a Happy Valentine's Day.

Mayor Trujillo thanked all those who came up to speak. She asked everyone to keep Chamber of Commerce Representative Wendy Meador in their thoughts due to an illness.

31. ADJOURNMENT

Mayor Trujillo adjourned the meeting at 8:02 p.m.

Juanita Trujillo
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 7B

March 14, 2019

CONSENT AGENDA

General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934

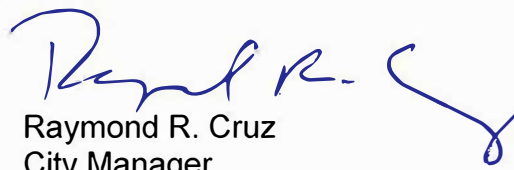
RECOMMENDATION

That the City Council:

- Approve a general motion to waive full reading an approve Ordinance by title only pursuant to California Government Code Section 36934.

BACKGROUND

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.


Raymond R. Cruz
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

March 14, 2019

PUBLIC HEARING

Annual Weed Abatement Program

RECOMMENDATION That the City Council:

- Conduct a Public Hearing on Weed Abatement and direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed.

BACKGROUND

On February 14, 2018, the City Council adopted Resolution No. 9617 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached.

The date of Thursday, March 14, 2018, at 6:00 p.m. was set for a Public Hearing of protests to abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted. At this time, it would be appropriate for the Mayor to conduct the Public Hearing and hear from any person(s) who would like to address the City Council.

Raymond R. Cruz
City Manager

Attachments:

Resolution No. 9617
Declaration List

ATTACHMENT NO. 1

RESOLUTION NO. 9617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

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

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

SECTION 1. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the city attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

SECTION 2. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

SECTION 3. That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property constitute a seasonal and recurrent public nuisance and should be abated as such.

SECTION 4. That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to wit.

BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT the 28th day of February, 2019, at the hour of 6:00 p.m. of said day is the day and hour, and the Meeting Room of the City Council of the City of Santa Fe Springs in the City Hall in the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 28, 2019.

APPROVED and ADOPTED this 14th day of February, 2019 by the following roll call vote:

AYES: Councilmembers Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds, and Mayor Trujillo
NOES: None
ABSENT: None
ABSTAIN: None

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

ATTACHMENT NO. 2

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 01/03/19

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
7005 001 803	SHOEMAKER AVE	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 801	CARMENITA	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 803	ALONDRA BLVD	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 913	13560 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 915	13580 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 917	13460 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
7005 014 918	13500 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST STE 1300	LOS ANGELES CA	90012
8002 019 042	BELL RANCH DR	MCMASTER CARR SUPPLY CO	9630 NORWALK BLVD	SANTA FE SPRINGS CA	90670
8005 012 027	GEARY AVE	GEARY AVENUE PROPERTIES LLC	8536 WHITE FISH CIR	FOUNTAIN VLY CA	92708
8005 012 047	10137 NORWALK BLVD	GEMINIS PROPERTY DEV LLC	P O BOX 2767	SANTA FE SPRINGS CA	90670
8005 012 902	12171 TELEGRAPH RD	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8005 015 011	10025 BLOOMFIELD AVE	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8005 015 024	TELEGRAPH RD	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8005 015 027	12405 TELEGRAPH RD	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 095	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 097	CLARK ST	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 098	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 101	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 078	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 079	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017

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8009 004 116	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 117	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 118	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 119	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 127	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 128	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 022 071	FLORENCE AVE	SFS REAL ESTATE & RECOVERY LLC	2140 S DUPONT HWY	CAMDEN DC	19934
8011 004 031	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 058	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 064	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 005 013	13007 TELEGRAPH RD	PITTS,MARVIN E TR	P O BOX 3033	WHITTIER CA	90605
8011 005 034	10330 GREENLEAF AVE	PLAINS WEST COAST TERMINALS LLC	333 CLAY ST STE 1600	HOUSTON TX	77002
8011 007 026	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 027	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 028	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 029	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 038	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 040	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 041	ROMANDEL AVE	PRODUCTOL INC	PO BOX 1367	SUN VALLEY CA	91353
8011 007 056	12636 LOS NIETOS RD	RCS ADRIA MARU PROPERTY LLC	23820 HAWTHORNE BLVD UNIT 100	TORRANCE CA	90505

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 009 935	10712 LAUREL AVE	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 906	LAUREL AVE	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 907	LAKELAND RD	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 912	LAUREL AVE	COMMUNITY DEV COMMISSION SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 013 086	PAINTER AVE	JV PROPERTY MGMT CO LLC	7547 TELEGRAPH RD	MONTEBELLO CA	90640
8011 015 041	10765 PAINTER AVE	WESTMONT PROPERTIES INC	10805 PAINTER AVE	SANTA FE SPRINGS CA	90670
8011 017 015	TELEGRAPH RD	BUTLER,ROBERT F TR ET AL	17110 BROOK CT	MOUNT VERNON WA	98274
8011 017 035	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 036	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 037	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 064	SANDOVAL ST	YEH FAMILY LIMITED PTNSHP LTD	12928 SANDOVAL ST	SANTA FE SPRINGS CA	90670
8011 018 901	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 902	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 903	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 904	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 905	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 906	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 019 911	PARK AVE	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8017 018 800	SANTA ANITA RTE 5 FWY	SOU PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8017 018 801	FLORENCE AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747

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8017 018 802	SANTA ANITA RTE 5 FWY	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
- 8059 001 017	13215 CAMBRIDGE ST	FSFS LLC, C/O EDWARD FINEMAN	10314 SUNNINGDALE DR	RANCHO MIRAGE CA	92270
8059 029 016	BORA DR	BPW INC	13639 BORA DR	SANTA FE SPRINGS CA	90670
8069 004 803	SHOEMAKER AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 006 044	14150 ROSECRANS AVE	CONNECTICUT GENERAL LIFE	1420 BRISTOL ST N STE 100	NEWPORT BEACH CA	92660
8069 011 801	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 011 802	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 013 802	MICA ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 016 032	EXCELSIOR DR	ALT DRIVEWAYS LLC	PO BOX 2688	SANTA FE SPRINGS CA	90607
8069 016 913	EXCELSIOR DR	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 6	LOS ANGELES CA	90670
8167 001 807	BUSCH PL	SOUTHERN PAC TRANS CO	1700 FARMAN ST FL-10	OMAHA NE	68102
8167 002 025	9648 SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
- 8167 002 026	SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 051	GREENLEAF AVE	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 052	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8167 002 053	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8168 001 010	11770 BURKE ST	PILOT CHEMICAL CORPORATION	2744 E KEMPER RD	CINCINNATI OH	45241
8168 001 815	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 001 816	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 002 900	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8168 002 901	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 007 814	DICE RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 007 816	DICE RD	SOU PACIFIC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 009 030	SORENSEN AVE	VALVOLINE INC	9520 JOHN ST	SANTE FE SPRINGS CA	90670
8168 011 802	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 011 803	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 012 814	SORENSEN AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 022 036	8721 SANTA FE SPRINGS RD	COCHRAN,TERRY K	14302 CULLEN ST	WHITTIER CA	90605
8168 023 048	11790 SLAUSON AVE	CLEMENTE,FELIPE AND	2505 KANSAS AVE	SOUTH GATE CA	90280
8177 029 810	PIONEER BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8177 029 815	PIONEER BLVD	SO CALIF EDISON CO	2 INNOVATION WAY 2ND FLOOR	POMONA CA	91768
8177 029 823	RANCHO SANTA GERTRUDES	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 004 065	NORWALK BLVD	CHAVEZ,WILLIAM AND	2923 VIA SAN DELARRO	MONTEBELLO CA	90640
8178 035 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 035 812	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 035 815	NORWALK BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 036 803	RIVERA RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 036 804	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 805	PIONEER BLVD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 806	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747

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8178 037 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
TOTAL VACANT/IMPROVED RECORDS					2
TOTAL UNIMPROVED RECORDS					99
TOTAL RECORDS					101



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

March 14, 2019

PUBLIC HEARING

Adoption of Negative Declaration – Conditional Use Permit (CUP) Case No. 792 – Development Agreement 01-2019

A request to allow the construction and operation of a new 50-foot tall V-Shape digital billboard with 14' x 48' display areas located at 13060 Firestone Boulevard (APN: 7005-001-019) within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone, subject to Development Agreement 01-2019. (General Outdoor Advertising)

RECOMMENDATIONS

That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 792 and the related Environmental Document, 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 programs 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
- 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
- Approve Conditional Use Permit Case No. 792 subject to the conditions of approval as contained within Resolution No. 9621; and
- Adopt Resolution No. 9621, which incorporates the City Council's findings and actions regarding this matter; and
- Introduce Ordinance No. 1099, to approve Development Agreement No. 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising.

BACKGROUND

Ordinance No. 1036, adopted in November 2012, updated the City's billboard regulations which were severely outdated and failed to anticipate and regulate advertising 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 Development 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 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 copy area, and screening.

The proposed billboard project was presented to the Planning Commission on February 12, 2019. At that meeting, the Planning Commission approved Resolution 113-2019, which recommended that the City Council adopt the Negative Declaration, approve CUP 792, and adopt Ordinance No. 1099.

LOCATION

The subject property is located at 13060 Firestone Boulevard. It is comprised of one parcel (APN: 7005-001-019) measuring 53,143 sq. ft. (1.2 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 a warehouse building. Properties to the east, south and west are also zoned M-2-FOZ and developed with industrial buildings. Interstate 5 is located north of the site, and single family homes within the City of Norwalk are located on the north side of the freeway.

Pursuant to Section 155.384(A) of the City's Zoning Regulations, billboards are allowed on properties within the M-2-FOZ provided that a valid Conditional Use Permit (CUP) has first been obtained, and subject to the approval of a Development Agreement. The applicant, General Outdoor Advertising, is requesting approval of the subject Conditional Use Permit (CUP 792) to allow the construction and operation of a new V-Shape digital billboard on the subject property.

PROJECT DESCRIPTION

The applicant is requesting approval to allow the construction and operation of a new 50-foot-tall V-Shape digital billboard with 14' x 48' display areas.

Site Plan

The proposed billboard will be located on the northern half of the site. It will be setback 50' from the property line along Firestone Boulevard, 32' from the easterly property line, over 125' from the westerly property line, and will be setback a minimum of 25' from the building. In conformance with §155.384(A) of the City's Zoning Regulations, the proposed billboard will be within 200' from the freeway centerline, as measured from the centerline of the freeway to the façade exterior. No portion of the billboard extends over property lines or hangs over any structure. As proposed, the billboard far exceeds the 1,000-foot minimum spacing required between billboards on the same side of the freeway. It should be noted that §155.384(H)(14) states V-Shape billboards shall not be located immediately adjacent to another V-Shape billboard on the same side of the freeway. The first V-Shape billboard to be approved in the city is proposed to be built at 13530 Firestone Boulevard, which would be the nearest billboard on the same side of

the freeway from the subject property. However, the proposed billboard at 13530 Firestone Boulevard is located over 3,000 feet away from the subject property, far exceeding the 1,000 foot separation requirement and allowing for two future billboards to be constructed between the two proposed V-Shape billboards. Therefore, any billboard constructed on the south side of the freeway between 13060 Firestone Boulevard and 13530 Firestone Boulevard cannot be V-Shape.

Elevations

The proposed digital billboard will be contemporary in design. The billboard column and display will be 50' tall. An additional 3'-9" of architectural elements will be installed above the billboard display (for a total overall height of 53'-9" inclusive of architectural elements), and 2' of architectural elements will be installed below the billboard display. The billboard will be V-Shape, 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'. The column support will be wrapped in a decorative façade and screening materials will obscure visibility of the rear structural supports and in between the two display areas. Unlike traditional billboards with steel columns and exposed structural features, staff believes the proposed design is both original and attractive.

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:

<i>Direction</i>	<i>Zoning District</i>	<i>General Plan</i>	<i>Land Use</i>
North	City of Norwalk	City of Norwalk	Single family homes
South	M-2-FOZ	Industrial	BNSF right-of-way and warehouse buildings
East	M-2-FOZ	Industrial	Cableco rigging equipment
West	M-2-FOZ	Industrial	Caliber Collision auto body repair

ZONING REQUIREMENTS

The procedures set forth in Section 155.377(E)(11) of the City's Zoning Regulations state that billboards may be allowed on properties within the Freeway Overlay Zone, provided that a valid Conditional Use Permit has first been obtained. Section 155.384(A) also states a development agreement must be approved prior to the issuance of building permits.

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

Law 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 economic costs of such development.

The applicant has worked with city staff to finalize the terms of the development agreement required by Ordinance No. 1036. The attached Development Agreement 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising represents the outcome of the negotiations.

If approved by City Council, Ordinance No. 1099 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 Development Agreement 01-2019 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. 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. 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. 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 01-2019.
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.

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 proposes to adopt a Negative Declaration (ND) for the proposed project. The ND reflects the independent judgment of the City of Santa Fe Springs 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 October 24, 2018 to November 14, 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.

On October 26, 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 October 30, 2018, the project's environmental consultant responded to this inquiry stating the subject site was fully developed and that the ground disturbance would not be significant enough to require consultation.

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 published in a newspaper of general circulation (Whittier Daily News) on February 26, 2019, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. It was also 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 March 4, 2019. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

STAFF REMARKS

Based on the findings set forth in the attached Resolution 9621, 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.

CONDITIONS OF APPROVAL

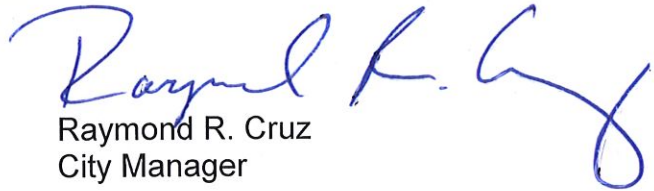
Conditions of approval for CUP 792 are attached to Resolution 9621 as Exhibit A.

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.

INFRASTRUCTURE IMPACT

There will be no impacts to infrastructure.



Raymond R. Cruz
City Manager

Attachments:

1. Aerial Photograph
2. Colored Elevation
3. Project Plans
4. Resolution 9621
 - a. Exhibit A – Conditions of Approval
5. Ordinance No. 1099
6. Development Agreement 01-2019

Attachment 1: Aerial Photograph

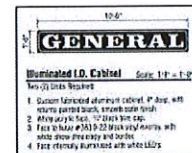
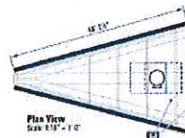


Location:
13060 Firestone Blvd.
General Outdoor Advertising

NEW DOUBLE FACE ILLUMINATED PYLON SIGN WITH "V"-SHAPED FULL COLOR LED DISPLAY
QUANTITY: One (1), Manufacture and Install

Scale: 1/8" = 1'-0"
Active Signage Size = 13'-6.5" x 47'-8"
Active Signage Area = 649.4 sf

SIGN SPECS	
1. ALUMINUM	<p>TYPE 1 FIBERGLASS REINFORCED PANEL COLOR: WHITE OR LIGHT GRAY (OPTIONAL) LETTERS: 1/4" HIGH, 1/2" DEEP</p>
2. LETTERS	<p>TYPE 1 3" DEEP ALUM. FOR CHARACTERS TYPE 2 1/2" DEEP ALUM. FOR NUMBERS LOCATION: 1/2" FROM TOP, 1/2" FROM BOTTOM</p>
3. GRAPHIC	<p>PANEL GRAPHIC: 20" WIDE X 12" HIGH X 1/2" DEEP LOCATION: 1/2" FROM TOP, 1/2" FROM BOTTOM CHARACTERS: 1/4" HIGH, 1/2" DEEP NUMBERS: 1/4" HIGH, 1/2" DEEP LOCATION: 1/2" FROM TOP, 1/2" FROM BOTTOM</p>
4. SAFETY	<p>TYPE 1 3" DEEP ALUM. FOR CHARACTERS TYPE 2 1/2" DEEP ALUM. FOR NUMBERS LOCATION: 1/2" FROM TOP, 1/2" FROM BOTTOM</p>
5. REFLECTIVE	<p>TYPE 1 3" DEEP ALUM. FOR CHARACTERS TYPE 2 1/2" DEEP ALUM. FOR NUMBERS LOCATION: 1/2" FROM TOP, 1/2" FROM BOTTOM</p>



Attachment 3: Project Plans



LOS ANGELES DIVISION
13000 Firestone Blvd., Suite 100, Santa Fe Springs, CA 90670
Tel: (562) 953-4144 Fax: (562) 953-7575
www.yesco.com

CLIENT INFORMATION



CITY OF SANTA FE SPRINGS
City of Santa Fe Springs
General Division
Address: 13000 Firestone Blvd.
Santa Fe Springs, CA 90670
John Lee, Mayor

NO.	DATE	BY	REVISION
1	05/14/18	WJ	Issue
2	05/14/18	WJ	Issue

1. City of Santa Fe Springs, CA 90670
2. Project Location: Santa Fe Springs, CA 90670

CUSTOMER APPROVAL

☐ ACCEPTED WITH NO CHANGES
☐ ACCEPTED WITH CHANGES
☐ REJECTED
☐ COMMENTS: ALL NOTED AND RE-DESIGNED

PRODUCTION APPROVAL

☐ APPROVED
☐ REJECTED
☐ COMMENTS: ALL NOTED AND RE-DESIGNED

DESIGN

Design: ART 14542 R2

SHEET

This sheet is intended to be used in conjunction with the project description and specifications. It is not to be used as a contract document. The City of Santa Fe Springs is not responsible for the accuracy of the information provided on this sheet. The City of Santa Fe Springs is not responsible for the accuracy of the information provided on this sheet. The City of Santa Fe Springs is not responsible for the accuracy of the information provided on this sheet.

© 2018



SITE ADDRESS: 13060 Firestone Blvd., Santa Fe Springs, CA 90670

APPLICANT: General Outdoor Advertising



SHEET INDEX

1. Sign Elevation / End View / Plan View
Site Plan / Parcel Map / Location Details
 2. Callouts Map (Pole to Centerline of Freeway Distance)
 3. Electrical / Single Line Diagram
Electrical for Edison
 4. T24 Energy Calculations OLIG Forms
- Separate Attachments:
E1 Engineering for Billboard Structure (RMG Outdoor Inc.)
S1 Engineering for Signage on Billboard Structure (YESCO Engineering)
Soils Report (UGS)



LOS ANGELES DIVISION
12000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310.274.1200
Fax: 310.274.1201
www.yesco.com

CUSTOMER INFORMATION



CITY OF SANTA FE SPRINGS
City of Santa Fe Springs
GENERAL DIVISION
Address: 13000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Santa Fe Springs, CA 90676

NO.	DATE	DESCRIPTION	BY	CHKD.
1	01/11/16	ISSUED FOR PERMIT	W. J. JONES	
2	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
3	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
4	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
5	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
6	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
7	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
8	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
9	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	
10	01/11/16	REVISED PER CITY OF SANTA FE SPRINGS COMMENTS	W. J. JONES	

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

DESIGNER: YESCO
PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000
SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

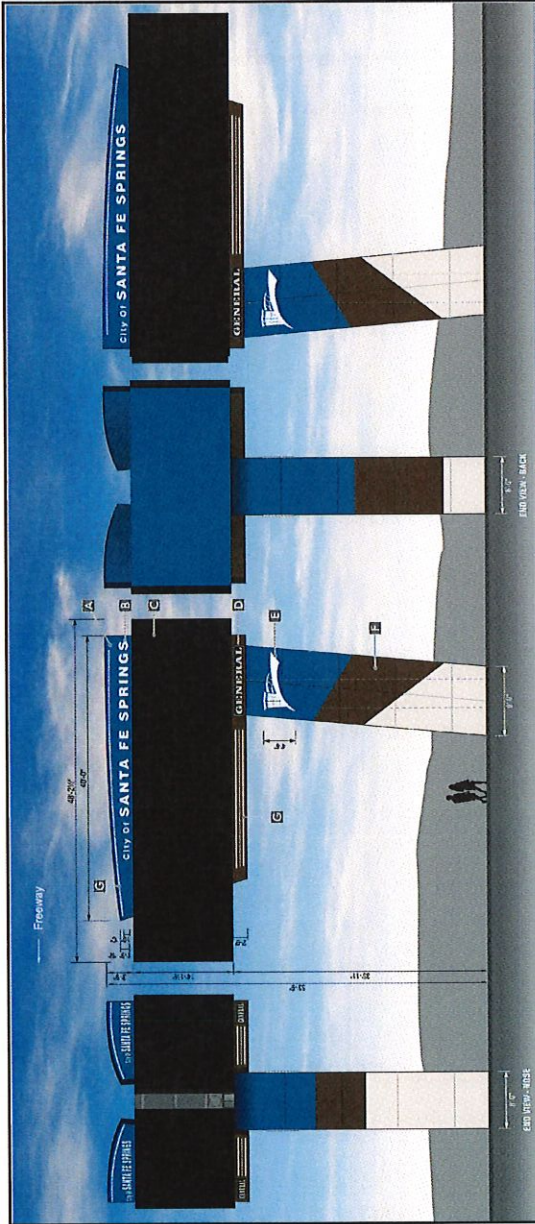
SANTA FE SPRINGS, CA 90676

DATE: 01/11/16

SCALE: 1" = 40'-0"

PROJECT NO: 13000 WILSHIRE BLVD. SUITE 1000

SANTA FE SPRINGS, CA 90676

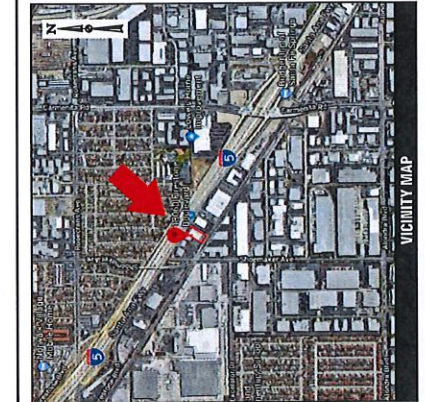
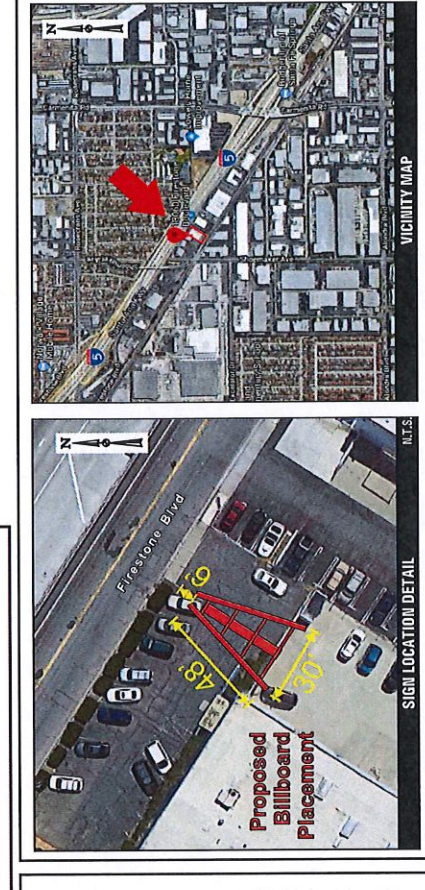
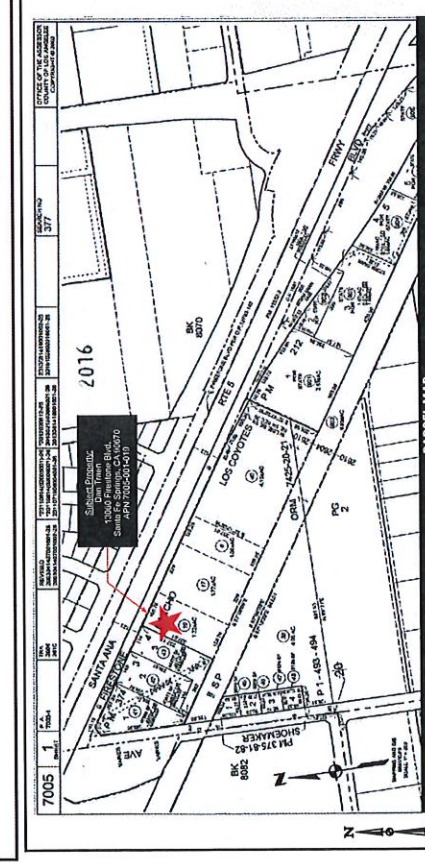


Scale: 1/8" = 1'-0"
Actual Signage Area = 366.6 sq ft



NEW DOUBLE FACE ILLUMINATED PYLON SIGN WITH "Y" SHAPED FULL COLORED DISPLAY
QUANTITY: One (1), Manufacture and Install

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	NEW DOUBLE FACE ILLUMINATED PYLON SIGN WITH "Y" SHAPED FULL COLORED DISPLAY	SQ FT	366.6	1.00	366.60
2	MANUFACTURE AND INSTALL	HR	100	10.00	1000.00
3	PERMIT FEE	FLAT	1	500.00	500.00
4	TOTAL				1866.60



© 2016

Subject Property:
Dan Traon
13060 Firestone Blvd.
Santia Fe Springs, CA 90670
APN 7005-001-019

**New $\pm 15'$ x $\pm 14'$ Planter
Area around Base of
Pole Cover**

Proposed Column and Pole Cover Location for New Digital Billboard

Relocated Existing
Trash Enclosure

**26' Wide Access Aisle
for Fire Department
52' Wide Minimum
Turning Radius**

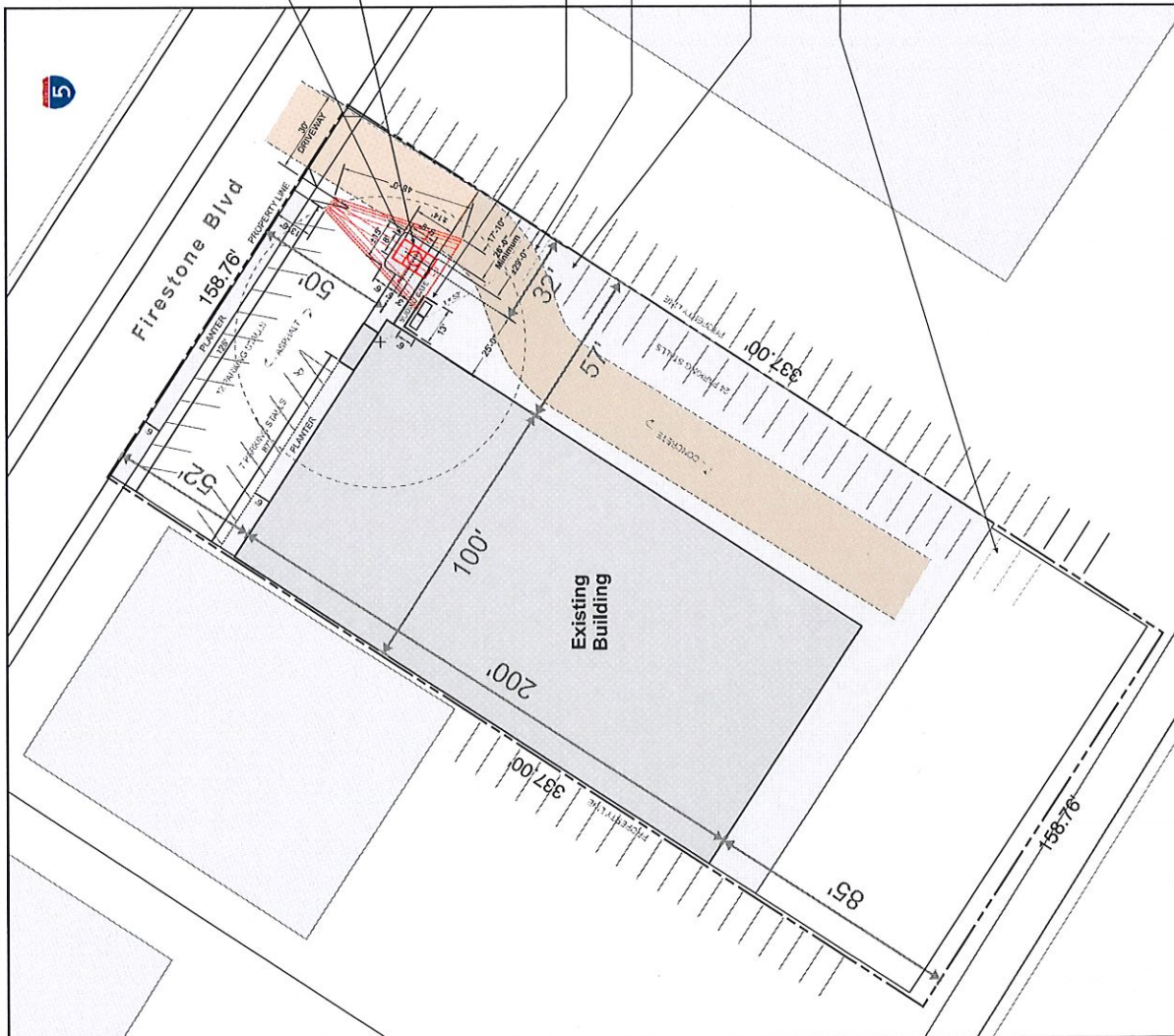
Remove 3 Parking Stalls for Fire Access Aisle

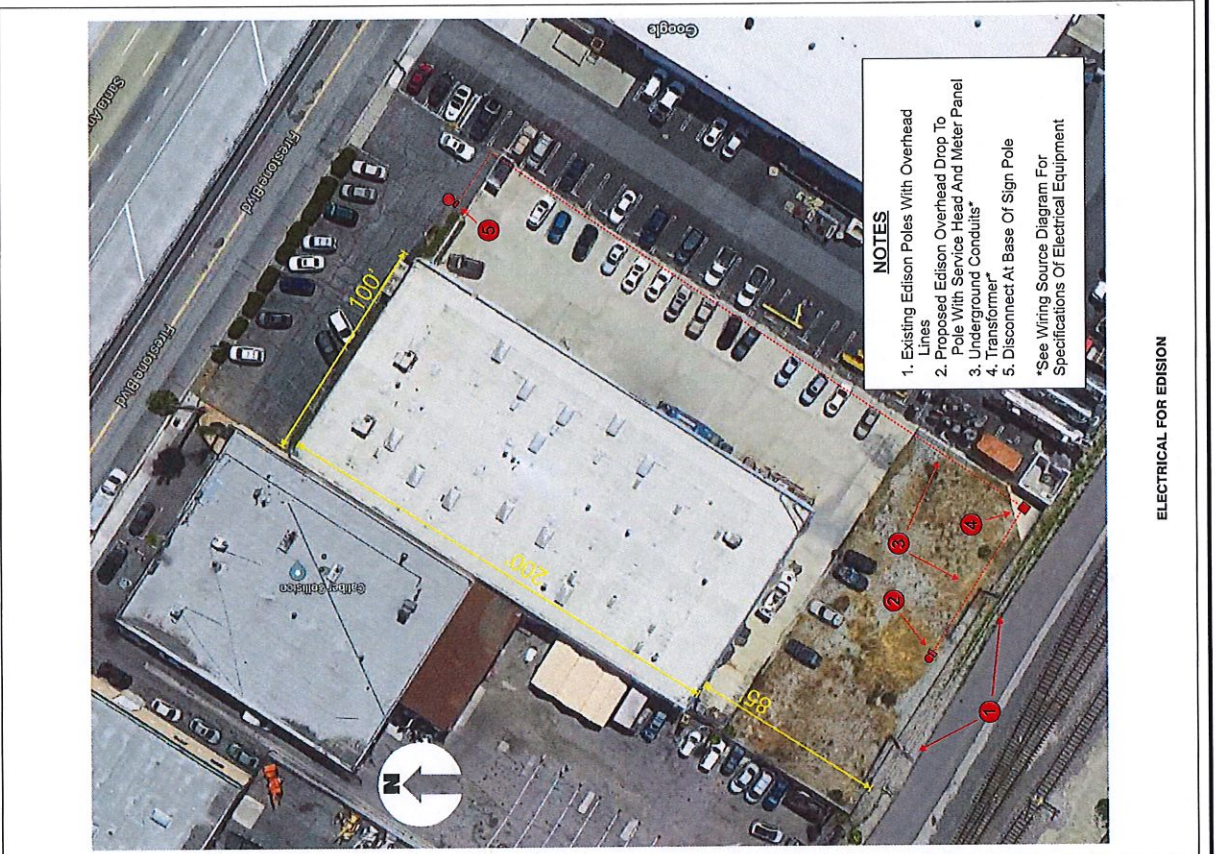
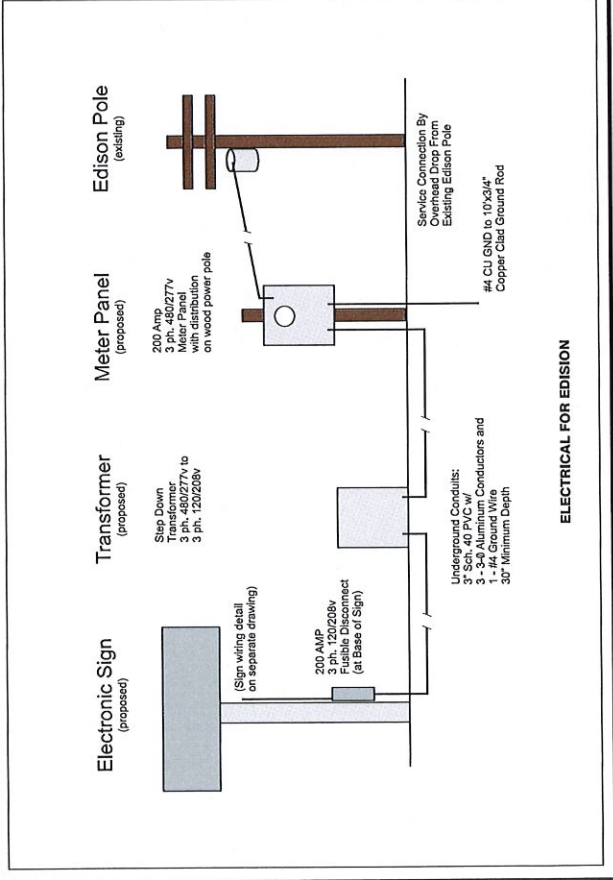
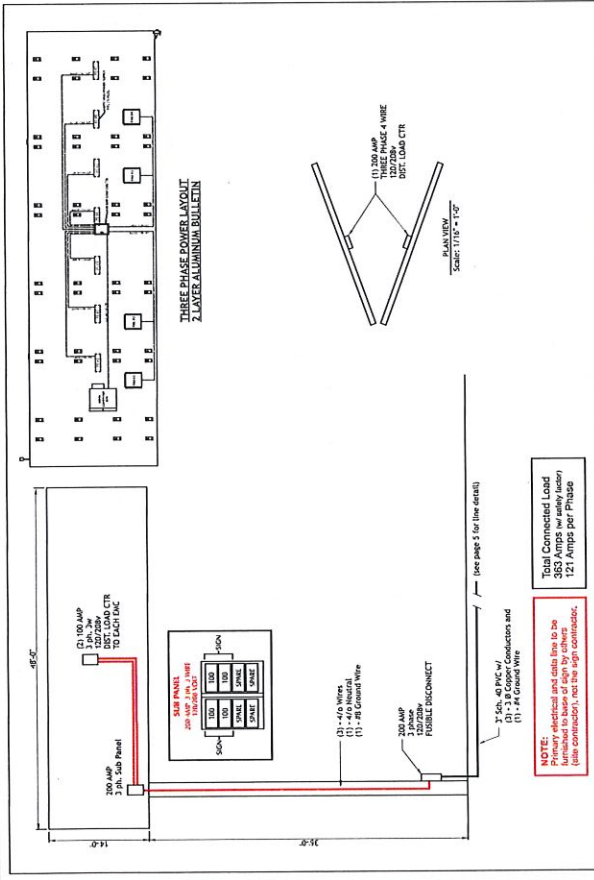
**New Replacement
Parking Stalls
if Necessary**

NEW

SITE DI ANI

Scale: 1" = 20'-0"





Attachment 4: Resolution 9621

RESOLUTION NO. 9621

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE
SPRINGS REGARDING CONDITIONAL USE PERMIT CASE NO. 792**

WHEREAS, a request was filed for Conditional Use Permit Case No. 792 to allow the construction and operation of a new 50-foot tall V-shaped digital billboard with 14' x 48' display areas at 13060 Firestone Boulevard in the M-2-FOZ, Heavy Manufacturing Freeway Overlay Zone; and

WHEREAS, Zoning Code §155.384 (A) requires the applicant for a billboard in the Freeway Overlay Zone to have, in addition to a Condition Use Permit, an approved development agreement and the applicant has filed a request for the approval of Development Agreement 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising; and

WHEREAS, the subject property is located on the south side of Firestone Boulevard, with Accessor's Parcel Number of 7005-001-019, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owner is Daniel Traen, 13060 Firestone Boulevard, Santa Fe Springs, CA 90670; and

WHEREAS, the proposed Conditional Use Permit Case No. 792 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 City Council 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 February 26, 2019 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 March 4, 2019 to each property owner within a 500-foot radius of the project site in accordance with state law; and

WHEREAS, the City Council of the City of Santa Fe Springs has considered the application, the written and oral staff report, the General Plan and Zoning of the subject property, the public testimony, written comments, or other materials presented at the City Council Meeting on March 14, 2019 concerning Conditional Use Permit Case No. 792.

NOW, THEREFORE, be it RESOLVED that the CITY COUNCIL of the CITY OF SANTA FE SPRINGS does hereby FIND, 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 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 §155.377(E)(11) of the Zoning Regulations, a Conditional Use Permit shall be required for any billboard within the Freeway Overlay Zone. In accordance with §155.716 of the City's Zoning Regulations, before granting a Conditional Use Permit the City Council 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.*

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. Therefore, the City Council 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. The billboard column and display will be 50' tall. An additional 3'-9" of architectural elements will be installed above the billboard display (for a total overall height of 53'-9" inclusive of architectural elements), and 2' of architectural elements will be installed below the billboard display. The column support will be wrapped in a decorative façade 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 all property lines and at least 25 feet from the existing warehouse building. 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 §155.379(B) of the City's Zoning Regulations, the City Council 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 50' from the front property line along Firestone Boulevard, 32' from the easterly property line, over 125' from the westerly property line, and will be setback a minimum of 25' from the existing warehouse building. The applicant has provided a high quality design through a variety of techniques, such as a decorative column wrap, 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. The proposed digital billboard will be located within a landscaped area, which will add a curb to 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.

Other billboards have been constructed in the area and this project will provide yet another high quality, attractive billboard. As previously mentioned, the new digital billboard provides a unique design via the decorative wrapping, display area architectural treatments, and screening between display areas. In addition, a new landscape planter will be placed around the base of the support pole.

- 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 is attractive, as demonstrated by decorative wrapping, architectural treatment, and screening. The proposed project will not have environmental effects that will adversely affect humans, either directly or indirectly. The proposed digital billboard will not create 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 §155.384(C) of the City's Zoning Regulations, the City Council 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.*

The billboard will comply with all applicable federal, state, and local laws and regulations. The message transition for the billboard will be instantaneous or 1-2 seconds, if fading. The billboard will be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions so that on overcast or poor weather days the sign would automatically adjust to the ambient light level. In the event of malfunction, the digital billboard shall be designed to either freeze the display in one static position, or display a full black screen, or turn off. The billboard will not utilize technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to a radio frequency identification device, geographic positions system, or other device. Therefore, the City Council 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. CITY COUNCIL ACTION

The City Council hereby adopts Resolution No. 9621 to approve and adopt the proposed Initial Study/Negative Declaration (IS/ND) and approve Conditional Use Permit Case No. 792 to allow the construction and operation of a new 50-foot tall V-shaped digital

APPROVED:
ITEM NO.:

billboard with 14' x 48' display areas at 13060 Firestone Boulevard (APN: 7005-001-019),
subject to conditions of approval attached hereto as Exhibit A.

APPROVED and ADOPTED this 14th day of March, 2019 by the following roll call
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

Exhibit A – Conditions of Approval
Conditional Use Permit Case No. 792
13060 Firestone Blvd
APN: 7005-001-019

ENGINEERING / PUBLIC WORKS DEPARTMENT:
(Contact: Robert Garcia 562-868-0511 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.

DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION):
(Contact: Raul Diaz 562-868-0511 x3713)

3. Interior gates or fences are not permitted across required Department of Fire-Rescue access roadways unless otherwise granted prior approval by the City Department of Fire-Rescue.
4. The standard aisle width for onsite emergency vehicle maneuvering shall be 26 feet with a minimum clear height of 13 feet 6 inches. Internal driveways shall have a turning radius of not less than 52 feet. The final location and design of this 26 feet shall be subject to the approval of the City's Fire Chief as established by the California Fire Code. A request to provide emergency vehicle aisle width less than 26 feet shall be considered upon the installation/provision of mitigation improvements approved by the City's Fire Chief.
5. Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.

WASTE MANAGEMENT:
(Contact: Wayne Morrell 562-868-0511 x7362)

6. The applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
7. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste.

PLANNING AND DEVELOPMENT DEPARTMENT:
(Contact: Laurel Reimer 562-868-0511 x7354)

6. This approval allows the applicant to establish, operate and maintain a new V-shaped digital billboard on property located at 13060 Firestone Boulevard (APN: 7005-001-019).
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. The maximum height of the billboard shall be fifty feet (50'), with an additional three feet-nine inches allowed (3'-9") for architectural elements. The maximum overall height including architectural elements shall be 53'-9", as measured from the finished grade at the base of the sign.
9. The maximum allowable angle of the V-shape shall be thirty (30) degrees.
10. The minimum setback distance of the billboard column support post shall be at least 25 feet from any property line and at least 25 feet from any building. No portion of the billboard shall project over any street, highway, or other public right-of-way.
11. The billboard shall not have more than two (2) faces (the display surface upon which an advertising message is displayed). Each face shall measure 14' x 48'. The billboard shall not have more than one face oriented in the same vertical plane.
12. The applicant shall relocate the existing trash enclosure to the location shown on the approved site plan.
13. The billboard shall plainly display the name of the person or company owning or maintaining it and the identifying number of the billboard.
14. The billboard shall have a minimum clearance of sixteen feet (16') between the lowest point of the sign and the driveway grade.
15. All necessary permits regarding Highway Oriented Signs shall be obtained from the California Department of Transportation (Caltrans) prior to installation of the subject billboard.
16. Conditional Use Permit No. 792 shall not become effective unless the City and General Outdoor Advertising enter into a Development Agreement regarding the installation and operation of the subject billboard.

17. 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.
18. All exposed backs, sides, and under area shall be suitably screened by a material acceptable to the Director of Planning or designee.
19. Prior to issuance of a building permit, the Applicant shall provide the Planning Department with the following:
 - a. The telephone number of a maintenance service to be available twenty-four (24) hours a day to be contacted in the event that the billboard becomes dilapidated or damaged.
 - b. A redacted lease demonstrating a right to install the billboard on the subject property.
 - c. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on an accurately scaled map.
20. The message transition for the subject digital billboard shall be instantaneous or 1-2 seconds, if fading.
21. The billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions.
22. Lighting levels on the 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).
23. Brightness of the 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.
24. 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 22 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 costs shall be the responsibility of the Applicant.
25. In the event of malfunction, the digital billboard shall be designed to either freeze the display in one static position, or display a full black screen, or turn off.
26. The billboard shall not utilize technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to a radio

frequency identification device, geographic positions system, or other device.

27. 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.
28. The applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 1054, if applicable.
29. The applicant 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.
30. Final plot plan and elevations of the proposed 50' 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.
31. The applicant understands that 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.*
32. The proposed 50' 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.
33. The applicant shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact the Finance Department, at (562) 868-0511, extension 7520 for additional information and application or one can be downloaded at www.santafesprings.org.
34. 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.
35. Conditional Use Permit Case No. 792 shall be subject to a compliance review in two (2) years, on or before February 28, 2020 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.

36. The applicant 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.
37. 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 General Outdoor Advertising with certified mail return receipt requested and list the specific facts indicating a violation and its applicable code provisions and allow General Outdoor Advertising 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.
38. 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 General Outdoor Advertising or the city of the benefits provided by CUP 792.

Attachment 5: Ordinance No. 1099

ORDINANCE NO. 1099

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND SAN DIEGO OUTDOOR ADVERTISING, INC. DBA GENERAL OUTDOOR ADVERTISING

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

SECTION 1. The City Council hereby approves and adopts a Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and San Diego Outdoor Advertising, Inc. dba General Outdoor Advertising, a copy of which is attached hereto, which exhibit is incorporated by reference herein, as an Ordinance of the City.

SECTION 2. The City Council hereby finds and determines that the subject Development Agreement, in substantially the form attached, is consistent with the City's General Plan.

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

SECTION 4. The 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.

PASSED and ADOPTED this ____ day of **March, 2019**, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Juanita Trujillo, Mayor

1ST READING:
2ND READING:

APPROVED:
ITEM NO.:

Janet Martinez, CMC, City Clerk

Attachment 6: Development Agreement 01-2019

DEVELOPMENT AGREEMENT NO. 01-2019

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 San Diego Outdoor Advertising Inc. dba General Outdoor Advertising, a California Corporation (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 13060 Firestone Boulevard, in the City of Santa Fe Springs (APN: 7005-001-019), as more specifically described in Exhibit "A" and depicted at Exhibit "C-1", attached hereto and incorporated herein (the "Site"), upon which it seeks to install a new lawfully permitted 50-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 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 _____, 2019, the City Council 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 _____, 2019 City Council meeting, concluded that although the proposed project could have an effect on the environment, the effects are not considered to be significant.

Such CEQA determination considered the impacts of the digital billboard which is the subject of this Agreement.

G. On _____, 2019, at a duly noticed public hearing, the Planning Commission adopted Resolution No. ____-2019, recommending approval of this Agreement (in substantially the form) to the City Council.

H. On _____, 2019, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. _____, which Ordinance approves this Agreement.

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

J. On _____, 2019, the City Council held the second reading and adopted Ordinance No. _____, thereby approving this Agreement.

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement and all attachments and exhibits hereto.

1.1.2 "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 San Diego Outdoor Advertising Inc. dba General Outdoor Advertising, a California Corporation duly existing and operating, and its successors and assigns, doing business at 632 S. Hope Ave., Ontario, CA 91761.

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.

1.1.8 "Development Approvals" means the approved Development, based on the recommended approval by the Planning Commission on _____, 2019, pursuant to Resolution No. ____-2019, and approval by the City Council by on _____, 2019, pursuant to Resolution No. ____-2019 and Ordinance No. ____ on _____, 2019, as further described at Section 5.3 herein.

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 Exhibit "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-1" (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 Exhibit "B" 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 Developer shall include along with the Revenue Report a payment corresponding to the Alternative 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 Developer shall include along with the Revenue Report a payment corresponding to 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 Council, (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 Council, 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.

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

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

6. REVIEW FOR COMPLIANCE.

6.1. Annual Review. The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the Anniversary 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 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 (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

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: San Diego Outdoor Advertising Inc. dba General Outdoor
 Advertising
 632 S. Hope Avenue
 Ontario, CA 91761
 Attn: _____

With a copy to: _____

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]

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

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Mayor

DEVELOPER:

SAN DIEGO OUTDOOR ADVERTISING INC.
dba GENERAL OUTDOOR ADVERTISING
a California Corporation

By: _____

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.

Signature (Seal)

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.

Signature (Seal)

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:

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON A MAP RECORDED IN BOOK 41819 PAGES 141, ET SEQ. OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20, WITH THE SOUTHWESTERLY LINE OF FIRESTONE BOULEVARD (218 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FIRESTONE BOULEVARD, NORTH 56 DEGREES 46 MINUTES 52 SECONDS WEST 856.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHWESTERLY LINE OF FIRESTONE BOULEVARD, NORTH 56 DEGREES 46 MINUTES 52 SECONDS WEST 158.76 FEET; THENCE SOUTH 33 DEGREES 13 MINUTES 08 SECONDS WEST 337.01 FEET TO THE NORTHEASTERLY LINE OF SOUTHERN PACIFIC RAILWAY RIGHT OF WAY, (100 FEET WIDE); THENCE ALONG SAID LAST MENTIONED LINE, SOUTH 56 DEGREES 46 MINUTES 52 SECONDS EAST 158.76 FEET TO A LINE WHICH BEARS SOUTH 33 DEGREES 13 MINUTES 08 SECONDS WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 13 MINUTES 08 SECONDS EAST 337.01 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, MINERAL, GAS OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH THE RIGHT OF TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND, AND TO EXTRACT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH THE RIGHT OF WAY AND EASEMENTS FOR ALL PURPOSES, NECESSARY TO EXTRACT OIL, MINERALS, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY, UPON OR THROUGH SAID LAND, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, AS RESERVED BY YOUNG-LOFTUS CONSTRUCTION CO., A CORPORATION, RECORDED DECEMBER 30, 1955 AS INSTRUMENT NO. 1549 IN BOOK 49933 PAGE 132, OFFICIAL RECORDS.

APN: 7005-001-019

EXHIBIT "B"

SCOPE OF DEVELOPMENT

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

1. The Development. Developer shall install the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 50 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. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that the building permit is issued for the installation of the New Digital Billboard.

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

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

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

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

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

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B", then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 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. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

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

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

(b) The Billboard shall be located in the portion of the Site shown on Exhibit "C-1", 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.

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

(m) Developer shall be required to install all utilities underground in connection with the New Digital Billboard in conformance with Ordinance 1036 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.

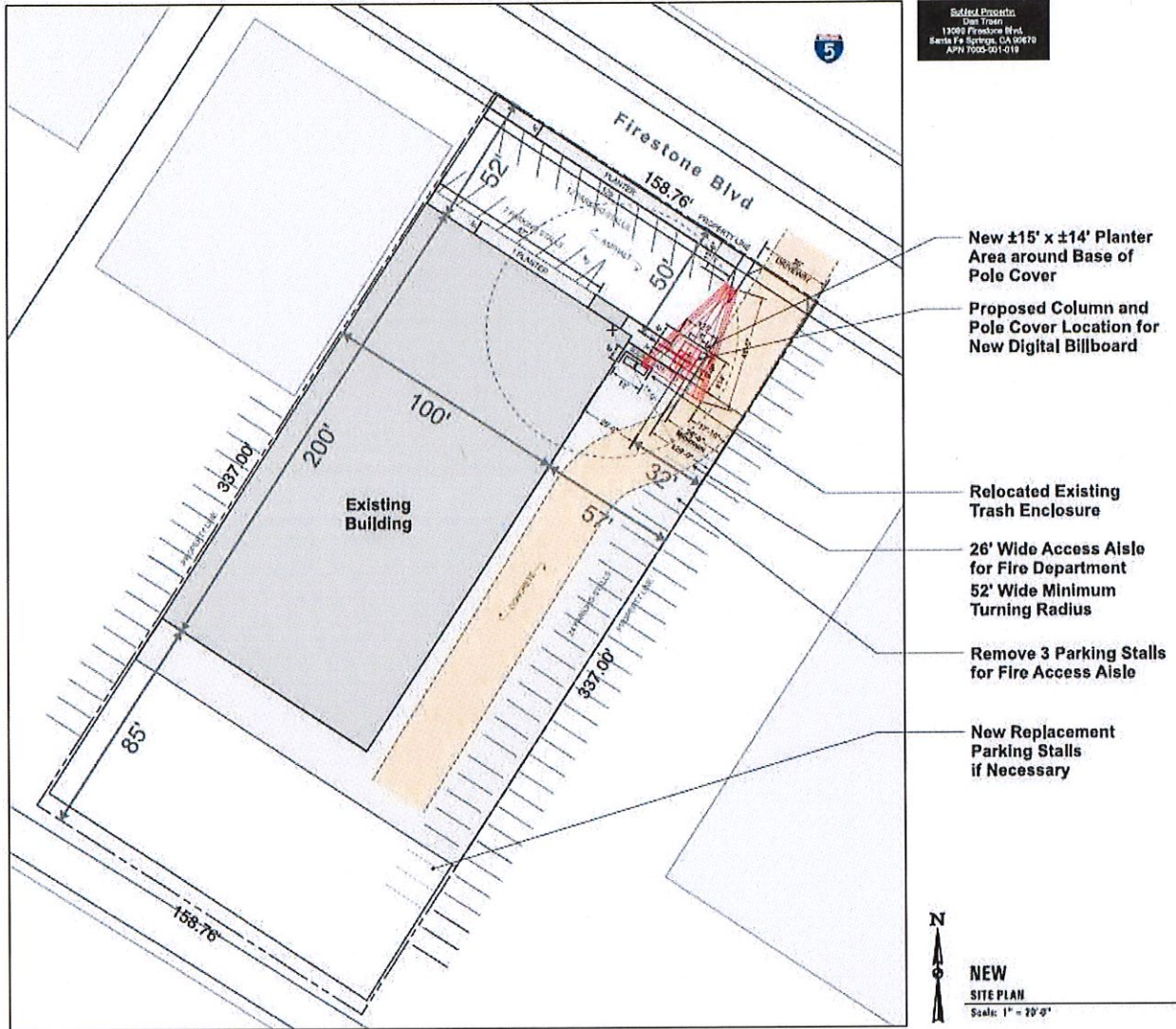
(o) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the Development.

(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 dimming capabilities, as well as providing the City's Director of Planning or his or her designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint.

EXHIBIT "C-1"

SITE PLAN



BILLBOARD ELEVATION

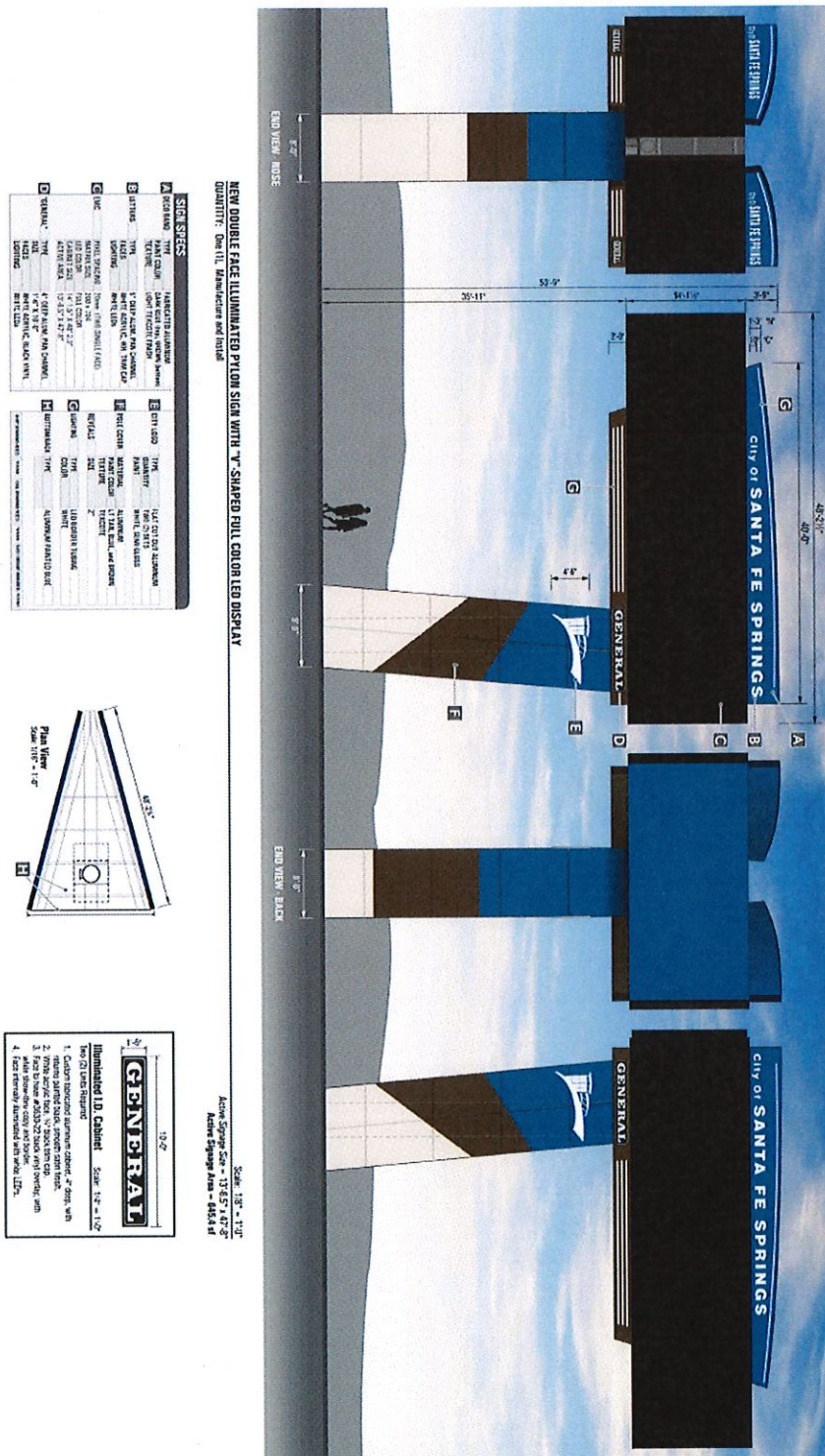


EXHIBIT "D"

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	_____, 2019 (1st Reading); _____, 2019 (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 _____, 2019	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.	

ITEM 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

ITEM NO. 10

March 14, 2019

NEW BUSINESS

Introduction of Ordinance No. 1101 – Repealing Chapters 50 (Garbage and Refuse) and 119 (Recyclable Materials Dealer) and in Their Place Adopting a New Chapter 50 (Collection of Solid Waste and Recyclables)

RECOMMENDATION(S)

That the City Council take the following action:

- Read by Title only, waive further reading and introduce for first reading Ordinance No. 1101, attached.

BACKGROUND

In June of 2016, the City of Santa Fe Springs tasked the Solid Waste and Recycling-consulting firm of MuniEnvironmental, LLC (Consultant) to review Chapter 50 and 119 of the City Ordinance to prepare recommendations for City to consider.

Consultant found that the existing Ordinance was deficient, did not address current regulatory recycling requirements, lacked measures to enforce rogue haulers, and needed language that coincides with current solid waste collection and recycling efforts.

The proposed Ordinance presented here for your consideration replaces Chapter 50 (Solid Waste and Recycling) and repeals Chapter 119 (Recycling). Incorporated in the proposed Ordinance is language that addresses requirements from CalRecycle, CalGreen Building code, proposes a new Recycling Permit program and addresses Construction Debris recycling requirements.

FISCAL IMPACT

The ordinance alone will not have a fiscal impact; however it provides a mechanism in which through Council resolutions the City could increase its cost recovery for the solid waste and recycling program and thereby cover the cost of the program.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

1. Ordinance No. 1101

ORDINANCE NO. 1101

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING THE SANTA FE SPRINGS MUNICIPAL CODE WITH THE REPEAL OF CHAPTERS 50 (GARBAGE AND REFUSE) AND 119 (RECYCLABLE MATERIALS DEALER) AND THE ADOPTION OF A NEW CHAPTER 50 (COLLECTION OF SOLID WASTE AND RECYCLABLES)

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

SECTION 1. In compliance with the California Environmental Quality Act (CEQA), the City Council in its independent judgment has determined that the herein Municipal Code Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of CEQA, in that it can be seen with certainty that there is no possibility that Amendment would have a significant effect on the environment.

SECTION 2. The City Council hereby repeals Chapters 50 (Garbage and Refuse) and 119 (Recyclable Materials) of the Santa Fe Springs Municipal Code.

SECTION 3. The City Council hereby amends the Santa Fe Municipal code with the adoption of a new Chapter 50 (Collection of Solid Waste and Recyclables) which is attached hereto as Exhibit "A."

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.

PASSED and ADOPTED this ____ day of **March, 2019**, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Juanita Trujillo, Mayor

Janet Martinez, CMC, City Clerk

CHAPTER 50

COLLECTION OF SOLID WASTE, RECYCLABLE MATERIAL AND CONSTRUCTION AND DEMOLITION DEBRIS

GENERAL PROVISIONS

50.01 Definitions

“AB 939” aka **“The Act”** means the California Integrated Waste Management Act of 1989, and subsequent mandatory recycling legislations as may be amended in the Public Resources Code Section 40000 et seq. and implementing regulations of CalRecycle.

“Applicant” means any individual, firm, Permittee, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permit(s) or any individual, firm, Permittee, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity submitting a Waste Management Plan to undertake any construction, demolition or renovation project within the city.

“Application Fee” means the fee or assessment imposed by the City on new or returning Permittee’s. The fee is paid annually on or before permit expiration on June 30th of each year. Applications received after said date will not be pro-rated. The fee shall vary depending on status of applicant (“New” or “Renewal”) and shall change from time to time upon council resolution.

“Automated Cart” or **“AGCs”**) means automated guided carts that are used to transport material between locations without human involvement and without a conveyor.

“Baling” means the process of compacting by pressure resulting in a homogenous mass of like composition bound together by straps or wire.

“Bin” means containers, whether residential, multi-family residential, commercial, industrial, or institutional, provided for temporary accumulation and collection of solid waste or recyclables for removal from all premises located within the city. Bins include but are not limited to, containers with capacity of at least one cubic yard and roll-off type service containers.

“Building Official” means the chief building official of the City.

“CalRecycle” Department of Resources Recycling and Recovery.

“City Manager” means the City Manager or another person designated by the City Manager.

“Collection” means the act of collecting Solid Waste, Recyclables, and Construction and Demolition Debris, at or near the place of generation.

“Collection Vehicle” means the vehicle utilized in the collection, transportation, storage, transfer, or processing of solid waste or recyclable solid waste.

“Commercial Permit” means a permit issued to Permittee to collect, transport, store, transfer or process solid-waste, source-separated material, and/or mixed-waste material, including Construction & Demolition material, from any Commercial business or establishment located within the City. A maximum of four (4) Commercial Permits may be issued by the City at any time.

“Composting” means the process of collecting, grinding, mixing, piling, and supplying sufficient moisture and air to organic materials, such as leaves, grass clippings, brush, and food waste, to speed natural decay to a finished product suitable for incorporating into topsoil as a soil amendment and for growing plants. Compost is different than mulch, which is a shredded or chipped organic product placed on top of soil as a protective layer.

“Construction” means the building of any facility or structure or any portion thereof including any tenant improvement or renovation to an existing facility or structure.

“Construction and Demolition Debris” means bricks, stones, mortar, concrete, asphaltic concrete, wood, or other debris including used or discarded materials removed from premises during construction, renovation, remodeling, repair, or demolition operations on any pavement, house, commercial or industrial building, or other structure.

“Container” means a receptacle constructed of metal, plastic or some other impervious material and having a solid bottom.

“Permittee” means the individual, firm, limited liability company, association, partnership, or private corporation, or any other entity person, company, or corporation entering into a contract with and receiving a permit for the collection and/or disposal of solid waste, other commodities, and/or recyclable materials within the city.

“Conversion Rate” means the rate set forth in the standardized conversion rate table approved by the city pursuant to this Chapter for use in estimating the volume or weight of materials identified in a Waste Management Plan.

“Covered Project” means any and every construction, demolition or renovation project within the city. Each project must meet a diversion rate of 75% (which may be changed time to time), failure to do so may result in fines, fee, penalties, civil and/or criminal charges, and a denial letter from City Manager or his/her designee at project completion.

“Demolition” means the disseminating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior including, but not limited to soft demolition such as that associated with remodeling or the replacement of roofs.

“Disposal” means the complete operation of treating and disposing of the accumulations of solid waste and the products or residue arising from such treatment.

“Divert” means to use material for any purpose other than disposal in a landfill or transformation facility.

“Diversion rate” means the percentage of total waste that a jurisdiction diverted from disposal at a Department of Resources Recycling and Recovery permitted landfill, MRF’s, waste-to-energy, reclamation and transformation facilities through reduction, reuse, recycling programs, and/or composting programs , pursuant to California Code of Regulations Title 27. As of the year 2000, jurisdictions are required by law to achieve 50 percent diversion, which may change from time to time per City and/or State regulations.

“Electronic Waste” or “E-Waste” means consumer and business electronic equipment that is near or at the end of its useful life including but not limited to, computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, and some appliances. Certain components of some electronic products contain materials that render them hazardous, depending on their condition and density. For instance, California law currently views nonfunctioning CRTs (cathode ray tubes) from televisions and monitors as hazardous.

“Franchise” means the right of a person or entity to make arrangements for the collection and transportation of solid waste, recyclable material and recyclable solid waste to landfills, transformation facilities, material recovery facility or other Department of Resources Recycling and Recovery permitted solid waste management facilities, and/or the ability to extricate recyclable material from all solid waste including recyclable solid waste and green waste, or composting material. A franchise is only applicable to Residential and/or Commercial Permittees.

“Franchise Fee” means the applicable percentage of gross receipts of Residential and/or Commercial permittees that must be submitted monthly or quarterly upon submission of tonnage report for the applicable time period.

“Garbage” means waste, animal and vegetable matter of every kind and character including such waste food, animal and vegetable matter as accumulates in hotels, restaurants, eating houses and private homes in the kitchens and on the tables of such places; and also including such waste, animal and vegetable matter as accumulates in meat markets, grocery stores and fruit and vegetable markets.

“Generator” means any individual, partnership, joint venture, unincorporated private organization or corporation which accumulates, exports or causes to be exported, from the city Solid Waste and/or Recyclable Materials which is sold, donated, or charged a fee by a Permittee identified in Section 50.20.

“Graffiti” means a non-permitted inscription or drawing, including “tagging,” written on a public or private surface, wall, or building.

“Green Building” means the practice of creating buildings that are designed, built, renovated, operated, or reused in an ecological and resource-efficient manner. Also known as sustainable building. Green building includes the practices of salvaging material from building demolition for reuse in new buildings and for recycling. The term, green building, is also applied to buildings that minimize impact to the environment, protect health and enhance productivity of occupants, and utilize energy, water, and other resources efficiently.

“Green Waste” means leaves, grass clippings, brush, branches and other forms of organic matter generated from landscapes and gardens and incidental pieces of untreated and unpainted scrap lumber no longer than twenty-four inches and containing no metal objects, separated from other forms of Solid Waste. Green Waste also includes holiday trees from which all tinsel, flock, base attachments and ornaments have been removed. Green Waste does not include stumps or branches exceeding six inches in diameter or two feet in length, palm fronds, yucca, food waste, manure, dirt, rocks, garbage or any other form of Solid Waste which are not suitable for composting.

“Gross Receipts” means the summation of all revenue/receipts that a Permittee/recycler collects during a certain period of time; either monthly or quarterly. It shall be the decision of the City whether payments based on Gross Receipts should be made monthly or quarterly.

“Gross Tonnage Collected” means all commodities (regardless of the type) collected by a Permittee from within the City’s borders within a certain time-period; such as monthly, quarterly, annually.

“Hazardous Waste” means (a) all waste defined or characterized as hazardous waste by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.) in 42 U.S.C. Section 6903 (5) as amended from time to time, and all implementing regulations, (b) all waste defined or characterized as a hazardous substance pursuant to the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (“CERCLA” or “Superfund”), as in 42 U.S.C. Section 9601 (14), may be amended from time to time, and all implementing regulations, and (c) all waste defined or characterized as hazardous waste by agencies of the state of California (including without limitations the Department of Health Services, the Department of Toxic Substances Control and CalRecycle) having jurisdiction over solid and hazardous waste. The term “hazardous waste” means, in addition to any substance, included in any of the foregoing categories, those substances which are not normally permitted to be disposed of by generally accepted, sanitary landfill disposal methods, but which may be contained in solid waste streams. In the event of a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste, the broader, more encompassing definition shall apply.

“Materials Recovery Facility” or “MRF” means a Materials Recovery Facility permitted by the Department of Resources Recycling and Recovery (CalRecycle) and capable of guaranteeing a reduction

in the amount of waste residue through the diversion of materials, including but not limited to papers, glass, plastic, metal, organics, wood products, or fiber board.

“Permit Fee” means the fee or assessment imposed by the City on a Permittee that 1) charges a generator/customer to pick up a commodity (regardless of the type), or 2) Permittee which purchases a commodity or receives a commodity through donation from a Recycling Generator. The fee is due at the time Permittee submits their tonnage report, either monthly or quarterly. The fee shall be determined by City council resolution and shall vary time to time.

“Permittee” means any individual, partnership, joint venture, unincorporated private organization or private corporation who has been issued a valid “Residential Collection Permit”, “Commercial Collection Permit”, and/or “Recyclable Material Dealer Permit” by the city as required by Section 50.20 that has not been suspended and/or revoked.

“Project” means any activity for which the City requires a Waste Management Plan (WMP) for a building, construction, demolition or similar permit.

“Receptacle” means containers, automated carts, or bins whether residential, multi-family residential, commercial, industrial, or institutional, provided for temporary accumulation and collection of solid waste or recyclables for removal from any premises located within the city. Receptacles include but are not limited to, containers, automated carts, bins, and roll-off type service containers.

“Recyclable Dealer” means any individual, partnership, joint venture, unincorporated private organization, or private corporation that has been issued a Recyclable Dealer Permit in accordance with this Chapter in order to legally provide collection services for any source separated recyclable material, and/or any other material that is transported within City limits and either recycled or disposed of at a CalRecycle permitted facility within or outside City limits. This includes dealers that purchase recyclable material from generators.

“Recyclable Dealer Permit” means a permit which has been issued by City Council to any individual, partnership, joint venture, unincorporated private organization, or private corporation for the collection, transportation, storage, or processing of material which has a commercial value, and which is sold or donated to the permitted entity.

“Recyclable Dealer Tonnage Fee” means a per ton permit fee that city may charge for collected recyclables to Recyclable Dealer Permittees, which will be determined from time to time upon City Council Resolution.

“Recyclable Material” means material which has been source-separated from other forms of solid waste, whether or not there is a fee-for-purchase or a fee-for-hauling associated with the material. Any Permittee which transports recyclable material within the City shall have a valid permit per the requirements of Section 50.20.

“Recyclable Material Bin” means a bin, vessel, can, cart or other receptacle used for accumulating and collecting recyclable material.

“Recycle” or “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting source separated single-category materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw material, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Recycling Generator” means any individual, partnership, joint venture, unincorporated private organization or corporation which accumulates, exports or causes to be exported “Recyclable Materials” which is sold or donated to a Permittee in good-standing.

“Redeemable Material” means a material which has commercial value, and which is sold or donated to an entity. Redeemable materials are commodities that have been source-separated from the solid waste

stream at the point of generation. If the Generator of redeemable material pays a Permittee (entity), such as a “Recyclable Material Dealer”, any consideration for collecting, processing, recycling, or transporting of “redeemable material,” the transaction shall be regarded as a sale or donation of “Redeemable Material” and therefore falls under Section 50.20 which requires purchaser/buyer to have a valid “Recyclable Material Dealer Permit” and submit the required reports and fees per Section 50.30. Redeemable Material shall be deemed to be contaminated if the container into which it has been placed contains more than one percent nonrecyclable material, or any amount of hazardous waste.

“Refuse” or **“Rubbish”** means solid waste.

“Renovation” means any change, addition or modification to an existing structure.

“Residential Permit” means a permit issued to any individual, partnership, joint venture, unincorporated private organization or corporation to collect, transport, store or process solid-waste, source-separated material, and/or mixed-waste material, including Construction & Demolition material, from any residential property located within the City. A maximum of three (3) Residential Permits may be issued by the City at any time.

“Residential property” means every lot in the city upon which is situated one or more but not more than four dwelling units including planned development projects and any other parcel which has been improved with a “duplex” or “triplex” residential dwelling unit designated and used as living quarters by human beings. Residential units shall not include hotels, motels, lodge halls, clubs, tourist camps, trailer camps, churches, commercial and industrial establishments, or any other lot containing more than four dwelling units or upon which commercial or industrial occupation is conducted.

“Residue” means residual solid waste that is unable to be recycled and must therefore be taken to a landfill, transformation facility, or other permitted disposal facility pursuant to Title 27 of the California Code of Regulations. All facilities mentioned must be permitted with the Department of Resources Recycling and Recovery at the time of disposal.

“Reuse” means further or repeated use of construction or demolition debris.

“Scavenging” means the unauthorized removal of recyclable material or any other commodity designated by the City to have recyclable properties or value by any person, individual, business, or solid waste entity other than those authorized by the City or established in accordance with this Chapter.

“Self-Haul” means the activity of a Generator, whether it be Residential, Commercial, Industrial or Construction Demolition Debris, that hauls, transfers, or conveys any Solid Waste or Recyclables upon any public property, street or alley or upon any property of another. Any person that self-hauls any solid waste or recyclables within the City without a valid permit, shall be subject to all fines, fees, and penalties identified in this Chapter.

“Salvage” means the controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

“Solid Waste” means refuse, rubbish, garbage, sludges, and other discarded solid materials resulting from residential activities, and industrial and commercial operations including but not limited to: tree and shrubbery trimmings, lawn clippings, grass, weeds, leaves, chips, paper, pasteboard, magazines, books, rags, rubber, carpets, clothing, boots, shoes, hats, straw, packing boxes and cartons, crates, packing material and other kinds of combustible rubbish, trash or waste material. This does not include hazardous waste, radioactive waste, electronic waste, universal waste, or medical waste nor does not include solids or dissolved material in domestic sewage or other significant pollutants in water such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants. However, if any of these materials are separated from the water that carries them and are solidified, then they are considered solid waste.

Solid Waste additionally includes non-source separated or commingled material that is ten percent (10%) or more non-source separated, including:

1. All putrescible and non-putrescible solid and semisolid waste;
2. Garbage;
3. Trash;
4. Refuse;
5. Paper (including all forms of paper products, shredded documents and cardboard);
6. Rubbish;
7. Ashes;
8. Industrial wastes;
9. Demolition and construction wastes;
10. Abandoned vehicle parts;
11. Discarded home and industrial appliances (does not include u-waste or e-waste);
12. Dewatered, treated or chemically fixed sewage sludge which is not hazardous waste;
13. Manure;
14. Sludge; and
15. Vegetable or animal solid and semisolid wastes and other discarded solid and semisolid wastes.

“Solid Waste Collection Services” means the collection, transportation, storage, transfer, or processing of solid waste or recyclable solid waste for residential, commercial, industrial, construction or institutional user(s), customers, patrons, or residents. Only entities holding a valid Residential Collection Permit and/or Commercial Collection Permit in accordance with this Chapter shall be allowed to collect this material.

“Solid Waste Permittee” means any individual, partnership, joint venture, unincorporated private organization, or private corporation that holds a valid Residential Collection Permit and/or Commercial Collection Permit in accordance with this Chapter to collect, transport, transfer or process solid-waste from a residential and/or commercial location within the city.

“Source Separated Recyclable Material” means single type or category of Recyclable or Redeemable Material that has been segregated from all other materials. Source Separated Recyclable Material shall be deemed *contaminated* if the container into which it has been placed contains more than ten percent (10%) of any other type of material (including but not limited to any mixed waste and/or any amount of hazardous waste). If a container is deemed “contaminated” it is therefore considered “Solid Waste” as defined under this Chapter. Effective June 30, 2019: Should the “Recyclable Dealer” Permittee’s charge to pick-up this material or any other type of material, they shall be subject to all fines, fees, penalties, and civil and/or criminal prosecution as provided herein.

“Spill Kit” means a kit containing material designed to absorb liquids in an emergency situation.

“Special Waste” shall mean an item or element of solid waste identified in 22 California Code of Regulations Sections 66261.120, 66261.122 (or provision subsequently enacted in place of this provision) or any other waste which has been classified as special waste by resolution of the City Council.

“The Act” shall mean the same as “AB 939”.

“Transformation” Incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. Transformation (Public Resources Code section 40201) does not include composting or biomass conversion. For purposes of diversion rate measurement, only waste sent to CalRecycle-permitted transformation facilities is used in diversion rate calculations. Transformation counts as disposal, except in special circumstances beginning in the year 2000, when limited amounts of waste sent to CalRecycle-permitted transformation facilities may count as diversion.

“Universal Waste” or **“U-Waste”** reflects the traditional federal concept of identifying processes. In the case of universal wastes, there are supposedly no processes that can be clearly identified as the source of generation because they come from an infinite number of sources. California universal waste includes but is not limited to:

- **Batteries**--Includes AAA, AA, C, D, button cell, 9-volt, both rechargeable and single use. These may contain some corrosive or reactive chemicals, as well as toxic heavy metals like cadmium. (Automotive type batteries are not universal waste. However, when they become waste, they are banned from the trash.).
- **Fluorescent lamps and tubes**--Includes fluorescent tubes, compact fluorescent lamps, metal halide lamps, sodium vapor lamps, high intensity discharge (HID) lamps, and neon bulbs. These lamps contain Mercury. Mercury vapor might be released to the environment when they are broken. The mercury from broken lamps in trash bins could find its way to lakes and rivers during rain storms.
- **Thermostats**--There is mercury inside the sealed glass "tilt switch" of the old-style thermostats (not the newer electronic kind).
- **Electronic Devices**--Includes televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, and radios. These devices often contain heavy metals like lead, cadmium, copper, and chromium.
- **Electrical Switches**--Some electrical switches and relays contain mercury. Such mercury switches can be found in some chest freezers, pre-1972 washing machines, sump pumps, electric space heaters, clothes irons, silent light switches, automobile hood and trunk lights, and ABS brakes.
- **Pilot Light Sensors**--Mercury-containing switches associated with pilot light sensors are found in some gas appliances such as stoves, ovens, clothes dryers, water heaters, furnaces and space heaters.
- **Mercury Gauges**--Some gauges, such as barometers, manometers, blood pressure, and vacuum gauges contain mercury.
- **Mercury Added Novelties**--Examples include greeting cards that play music when opened; athletic shoes (made before 1997) with flashing lights in soles; and mercury maze games.
- **Mercury Thermometers**--Mercury thermometers typically contain about a half gram of mercury. Many health clinics, pharmacies and doctor's offices have thermometer exchange programs that will give you a new mercury-free fever thermometer in exchange for your old one.
- **Non-Empty Aerosol Cans that Contain Hazardous Materials**--Many products in aerosol cans are toxic. And many aerosol cans contain flammables, like butane, as propellants for products like paint. If your aerosol can is labeled with words like TOXIC or FLAMMABLE don't put it in the trash unless it is completely empty.

“Unpermitted Haulers” means any person or entity that does not have a valid permit and/or is hauling material which they are not permitted to collect as identified in Section 50.20 and 50.25.

“Waste Management Plan” means a completed Waste Management Plan form, approved by the City Manager or his/her designee in compliance with this Chapter, submitted by the applicant for any Covered Project.

“WMP Compliance Official” means the City Manager or his/her designee authorized and responsible for implementing this Chapter.

§ 50.20 SOLID WASTE FRANCHISE/RECYCLABLE DEALER PERMIT REQUIRED.

- (A) No person shall remove, collect, convey, transport, store, or process, or cause to be removed, collected, conveyed, transported stored or processed any solid waste, recyclable material, and/or Construction and Demolition Debris upon, along or across any public street, alley, highway or other public place without first applying for and receiving a valid Residential Franchise, Commercial Franchise, or Recyclable Dealer Permit as provided herein and complying with the provisions of Chapter 50.
- (B) **Residential Franchise.** No person shall remove, collect, convey, transport, store or process, or cause to be removed, collected, conveyed, transported, stored or processed any solid waste, construction and demolition debris, and/or recyclable material from residential property within the city without first having obtained a valid Residential Franchise. A maximum of three (3) Residential Franchises may be issued by the City at any time.
 - 1) Residents conveying generated bulky items, generated recyclables or small quantities of debris generated at owned or rented residential properties, shall have the option of subscribing with a Franchise hauler or Self-Haul their own generated materials to a CalRecycle permitted recycling or disposal facility, without procuring a Franchise or Recyclable Dealer Permit.
 - 2) Home-based businesses, including but not limited to home-based contractors and hired contractors generating waste, shall subscribe to collection services provided by a Franchised or Permitted collector, subject to the requirements of this Chapter.
- (C) **Commercial Franchise.** No person shall remove, collect, convey, transport, store or process, or cause to be removed, collected, conveyed, transported, stored or processed any solid waste, Construction and Demolition Debris, and/or recyclable material from any non-residential property within the City without first having obtained a valid Commercial Franchise. A maximum of four (4) Commercial **Franchises** may be issued by the City at any time.
- (D) **Recyclable Dealer Permit.** No person shall remove, collect, convey, transport, store or process, or cause to be removed, collected, conveyed, transported, stored or processed any Source-Separated Recyclable Material and/or Redeemable Material within the city without first having obtained a valid Recyclable Dealer Permit.

§ 50.21 PERMIT APPLICATION; CONSIDERATION BY CITY COUNCIL.

- (A) An applicant for a Recyclable Material Dealer Permit shall submit an application fee as set by resolution of the City Council, file a permit application in the form required by the City Manager or his/her designee and any other documentation necessary for consideration of the application to ensure the applicant is likely to comply with the requirements of this Chapter and to meet public health, safety and welfare standards.
- (B) Any applicant for a Residential/Commercial Franchise, or Recyclable Materials Dealer permit shall have their application considered by City Council. City Council shall have the sole authority whether to grant or reject the permit(s) sought.
- (C) Any person or entity applying for a permit at any time must first meet the following requirements:
 - 1) Submittal of completed application packet; including any and all forms approved by the City Manager or his/her designee.
 - 2) Payment of Application fee
 - 3) Payment and acquisition of Business license
 - 4) Must be in good standing with the City. Any applicant that has previously had their permit suspended or revoked shall not be eligible to apply for a new permit indefinitely.

§ 50.22 FEE(S)

(A) **Franchise Haulers - Residential, Commercial and Construction Demolition Debris**

- 1) **Franchise Fee:** Each of the approved three (3) Residential Franchise haulers, and four (4) commercial Franchise haulers, shall pay quarterly Franchise Fees in the amount and/or percentage of gross revenue, set by resolution of the City Council.

(B) **Recyclable Dealer Permit**

- 1) **Application Fee:** Each applicant shall pay an initial application fee in the amount as set by resolution of the City Council.
- 2) **Renewal Fee:** Thereafter, on an annual basis, any holder of a Recyclable Dealer's Permit shall file for and pay an annual renewal fee in the amount as set by resolution of the City Council.
- 3) **Per Ton Fee:** In addition to the Application fee required herein, any holder of a Recyclable Dealer Permit that Self-Hauls their own Recyclables utilizing their own vehicles and driver, shall pay a per ton fee in the amount as set by resolution of the City Council.
- 4) **Decal Fee:** Any and all bins, roll-offs and/or containers, utilized by a Recyclable Dealer and its generator, for the storage and handling of Recyclable materials, shall apply for and procure on an annual basis, a "Bin Decal". Said Bin Decal shall be affixed to each bin, roll-off or container at all times. Bin Decal fees shall be set by resolution of the City Council.

§ 50.23 MANDATORY SERVICE; VIOLATION; FEES AND PENALTIES.

- (A) Except as otherwise provided in this Chapter, all solid waste collected from residential or non-residential property including commercial/industrial premises for a fee, service charge, or other consideration, may only be collected, conveyed, and/or transported across city streets by the holder of a valid Residential Franchise or Commercial Franchise.

- (B) **VIOLATION.** Notwithstanding any other provision of the Santa Fe Springs Municipal Code to the contrary, any person/company who violates any provision of this Chapter, or who fails to comply with any obligation or requirement of this Chapter, is guilty of a misdemeanor unless the offense is charged as an infraction by a prosecuting attorney.

- 1) Each person/company shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this Chapter, or of any law or regulation referenced in this Chapter, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

- (C) **FEES & PENALTIES.** Notwithstanding any other provision of the Santa Fe Springs Municipal Code to the contrary, any Permittee and or person/company who violates any provision of this Chapter, or who fails to comply with any obligation or requirement of this Chapter, shall be liable to the City for all Permit fees (same calculation used to determine permittee fee(s) due), in addition to any and all costs associated with auditing and other applicable fees accumulated in the efforts of collecting any fees/penalties due as provided herein.

Penalty, see § 10.97

§ 50.24 REQUIRED COMPLIANCE WITH ALL LAWS, REGULATIONS

Each Solid Waste Generator, Solid Waste Franchisee and Recyclable Dealer Permittee shall comply with the provisions of this Chapter and any and all applicable sections of the City's Municipal Code, Public Resources Code or any other local, state or federal code having jurisdiction. The collector(s) and generator shall be required to cooperate with the city in solid waste generation studies, preparation of waste stream audits and the submission of information required by the city to meet the reporting requirements of The Act or other applicable legislation as may be amended from time to time, and to implement measures consistent with the city's source reduction and recycling element and household hazardous waste element in order for the city to reach the mandated diversion and other goals as established by the act as it may be amended from time to time. The collector(s) shall submit to the city monthly and or quarterly reports which show the number of tons collected and the tonnage delivered to disposal facilities, itemized by disposal facility.

(A) **Mandatory Solid Waste Services:** Each Solid Waste Generator, including but not limited to Residential, Commercial and Industrial, shall subscribe to regular solid waste collection services provided by a Franchise Hauler for the collection, transportation, processing, recycling, and/or disposal of solid waste generated materials.

- 1) Each occupied residential unit shall, at a minimum of once per week, subscribe for the collection transportation, processing, recycling, and/or disposal of solid waste generated materials.
- 2) Each commercial/industrial generator shall, at a minimum of once per week, subscribe for the collection transportation, processing, recycling, and/or disposal of solid waste generated materials.

(B) **Mandatory Recycling:** Pursuant to Assembly Bill 939 ("The Act"), and subsequent legislation mandating compulsory recycling programs. Each generator of Solid Waste, including Residential, Commercial and Industrial generators, shall cooperate with the City and/or its service provider, in the establishment and implementation of mandatory recycling programs.

- 1) **Mandatory Commercial Recycling:** Pursuant to Assembly Bill 341, solid waste generators, meeting the criteria established by said Assembly Bill, shall implement a regulator approved solid waste recycling and diversion program and subscribe for collection and recycling services with either a Franchise Hauler or a Permitted Materials Recyclable Dealer.
- 2) **Mandatory Organics Recycling:** Pursuant to AB 1826 and subsequent legislation, any and all solid waste generators, meeting the criteria established by certain legislation and/or CalRecycle, shall subscribe for organics collection and recycling services. Said services may include source separated organics recycling, commingled materials recovery processing or solid waste containing organic materials or any permitted and established program that meets the requirements of said legislation.

§ 50.25 NUMBER OF PERMITTEES ALLOWED; TYPE OF MATERIAL COLLECTED

Notwithstanding the foregoing, a holder of one type of permit shall not be prohibited from also holding another type of permit, subject to approval by the City Council.

(A) **Residential & Commercial Permits:**

- 1) Not more than three (3) Residential Franchisees, and four (4) Commercial Franchisees for the collection of solid waste shall be issued and outstanding at any given time.

- 2) The holder of a commercial and/or residential Franchise shall be allowed to collect any type of material as allowed under this Chapter.
- 3) Each Permittee shall have a local or toll-free telephone number and a customer service call center within the southern California region.

(B) Recyclable Dealer Permits:

- 1) There shall be no limit on the amount of Recyclable Dealer Permits.
- 2) Any Generator using the services of a Recyclable Dealer shall first separate ("source-separated material") such recyclable materials from all solid waste, as defined herein. Solid waste and recyclable/redeemable materials shall not intentionally be mixed in the same container.
- 3) All containers used for the storage of recyclable materials shall be clearly marked with the words, "Recyclable Materials Only," and shall identify the Material contained within the Bin (e.g. "Metal", "Cardboard", etc.).
 - i All Recycling bins or containers shall have affixed, in a highly visible location, a current and valid City of Santa Fe Springs "Container Decal". Said Container Decals are available to permitted Recyclable Dealers only.
- 4) Any holder of a Recyclable Dealer Permit that collects, conveys, transports or hauls any material other than Recyclable Material that they are permitted to handle, shall be subject to all fine and penalties in accordance with Section 50.30, Section 10.97 and the current Rate/Fee Schedule, as well as suspension and/or revocation of any and all permits currently being held by Permittee.
- 5) Certain Generators, utilizing Generator owned vehicles, bins, and drivers, may apply for a Recyclable Dealers Permit to haul recyclables to a permitted recycling and diversion facility. Generator shall pay all applicable fees and report all weights and commodities as required by this Chapter and the current Rate/Fee Schedule
- 6) Each Permittee shall have a local or toll-free telephone number and a customer service call center within the Southern California region.
- 7) **Hauling – Purchase – of - Recyclables**
 - i A Recyclable Dealer Permittee is only authorized for the collection of Recyclable Material as identified in their permit application to purchase and haul Recyclable and/or Redeemable Materials, as defined in this Chapter, from any property within the city, provided that not less than 90% of the material removed is source-separated and is recycled, reused and/or taken to a certified recycling center. **On July 1, 2019, the applicable fee(s) as set forth in Section 50.22 and the current Rate/Fee Schedule shall apply.**
- 8) **Hauling – Fee – for – Service**
 - i Permitted Recyclable Materials Dealers shall be allowed to charge a generator/customer a fee to haul any Recyclable Material (that said Permittee is permitted to haul), from any business located within the city, provided that 90% of the material removed is Source Separated, and no more than 10% of each commodity is contaminated with other material, except in the case of construction debris, where the requirement shall be 75% diverted. *The fee-for-service permittee as set forth herein shall remain in effect until June 30, 2019, upon which fee-for-service permits shall expire and are not renewable.*

§50.26 COMPLIANCE WITH DIVERSION REQUIREMENTS

Pursuant to the requirements of The Act, each California municipality is mandated to implement certain recycling and diversion program, having been identified in the City's Source Reduction and Recycling Element (SRRE), to meet the state minimum diversion rate requirements.

- (A) Under no circumstance shall a **Recyclable Dealer** Permittee collect, convey, or transport loads containing more than 10% residue for source-separated recyclable and/or redeemable material from any property within the city.
- (B) Each holder of **Solid Waste Franchise** is required to implement by means of a submitted and approved "Recycling and Diversion Plan", including but not limited Residential, Commercial, Industrial and Construction Demolition Debris sectors, prescribed programs, activities and practices in order to meet CalRecycle's mandated minimum diversion and recycling requirements. Each approved **Recycling and Diversion Plan** shall be reviewed for compliance every six (6) months. Additionally, City is, by way of this Chapter, requiring a minimum diversion rate of 75% for each construction and demolition project. Franchisee's failure to implement said Plan may be subject to suspension and or revocation of Franchise privileges by the City Council, City Manager or his/her designee. Each Franchisee hereby agree to and shall Indemnify and hold harmless the City, it's elected and appointed boards, commissions, officers, employees, and agents (collectively the indemnitees) from and against any and all loss, liability, penalty, claim, demand, action, proceeding or fines associated with The Act, in the event that Franchisee fails to meet the diversion target(s) set forth in said Recycling and Diversion Plan. In addition, with regard to said Franchisee, the following procedures shall be enforced to remedy the diversion short-fall:
- 1) Franchisee shall be given a 30-day notice of correction to remedy diversion deficiencies. Franchisee shall submit a revised Recycling and Diversion Plan within 30-days of a correction notice.
 - 2) Should Franchisee fail to remedy aforementioned diversion deficiency and/or fail to submit a plan of remedy after 60-days from the correction notice, Franchisee may be given a six (6) months' notice to cease all or certain collection operations. City Council, City Manager or his/her designee may choose to not impose a permit suspension if good cause is shown.

Franchise Hauler(s) may take into account each generator's recycling and diversion activities in their diversion quantification. Should a Franchise Hauler decide to incorporate a generator's recycling and diversion activities in order to meet state mandated diversion requirements, hauler shall include documentation and evidence of the materials and weights being utilized in determining the diversion rate calculation.

City is aware that certain recyclable material markets may/are under duress and could negatively impact Franchisee's ability to meet the requirements of The Act. Should CalRecycle regulators relax certain policies and/or adjust recycling requirement mandates, City and Solid Waste Franchisees shall jointly prescribe to said remedies.

Penalty, see § 10.97

§50.27 COOPERATION WITH CITY

Each Franchisee, Permittee and Generator shall cooperate with City and/or designated consultants in solid waste disposal characterization studies and waste stream audits and shall implement measures adequate to achieve the city's source reduction, recycling and waste stream diversion goals for the solid waste stream. Each Franchisee and Permittee, at its own expense shall submit to the city information and reports necessary for the city to meet its reporting obligations imposed by The Act and/or other legislation, and the regulations implementing The Act and/or subsequent legislation.

§50.28 EDUCATIONAL MATERIALS AND PUBLIC AWARENESS PROGRAMS

It shall be the responsibility of each Permittee to develop and distribute materials and information sufficient to:

- (A) Educate its customers as to the recycling services provided by the Permittee;
- (B) Allow the city to meet recycling educational needs of the city, as may be required by local, state or federal authorities during the period of the collector's permit.

§50.29 COST RECOVERY SPECIAL FUND

- (A) Upon determination of the City Council, each Permittee shall be required to pay a fee for purposes of establishing a "cost recovery special fund" pursuant to the act in an amount to be established from time to time by the City Manager.
- (B) Funds deposited into the cost recovery special fund shall be used and applied to pay for costs associated with the preparation, adoption, and implementation of the city's source reduction and recycling element (SRRE).
- (C) Any and all such fees shall be paid concurrently with the regular submission of the monthly/quarterly weight report.

§ 50.30 RECYCLABLE DEALERS TONNAGE REPORTS, FEES, PENALTY FOR LATE PAYMENT, AND RECORD RETENTION

- (A) On a monthly basis, at their sole expense, all Permitted Recyclable Dealers shall furnish monthly tonnage reports to the city, on a form provided by, or acceptable to the City Manager and/or his/her designee of the Permittee's total collected tonnage for the reporting period as set forth herein.
- (B) The afore mentioned tonnage report shall include, at a minimum, the following:
 - (a) Total number of tons collected,
 - (b) Total number of tons recycled,
 - (c) The number of tons per commodity collected,
 - (d) Number of tons of residue and where the residue was disposed of during the previous month,
 - (e) The name, address, and telephone number of each solid waste disposal and/or recycling facility used by the Permittee during the reporting period,
 - (f) The generator of the recyclable material and or permit number, and
 - (g) Each report shall be signed by an officer of Permittee.
- (C) Each tonnage report shall be submitted with payment to the city no later than thirty (30) days following the last calendar reporting month to the City Manager or his/her designee by 5:00 p.m.
- (D) At the time the tonnage report is filed, the full amount of all fees due, as set forth herein, shall be remitted to the city. The City Manager or his/her designee may establish shorter reporting periods for any Permittee if it is deemed necessary in order to insure remittance of the Permit Fee. The City Manager or his/her designee may require additional information from the Permittee in order to verify the permit/tonnage fee payment. ***A final filing and payment are due immediately upon cessation of business by Permittee for any reason (including the sale of company and/or assets).***
 - 1) Each holder of a Recyclable Dealer Permit ("**Hauling – Purchase-of-Recyclables**", **See Section 50.25**) shall pay a quarterly/monthly per ton fee. The fee shall be determined from time to time by resolution of the City Council.
 - 2) Each holder of a Recyclable Dealer Permit ("**Hauling – Fee- for-Service.**", **See Section 50.25**) shall pay a monthly permit Fee. The fee shall be determined from time to time by resolution of the City Council. ***NOTE: All Recyclable Dealer Permits ("Hauling – Fee-for-service") shall expire on June 30, 2019 at midnight. This type of permit cannot be renewed.***

- (E) The penalty for late payment of any Permit Fee or due, shall be 50% of the amount payable. The City Manager or his/her designee may excuse the payment of any such penalty upon good cause being shown for such late payment.
- (F) The city shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to the permit subject to applicable laws. In the absence of extraordinary circumstances, five business day notice shall be considered reasonable. Such records should be made available to the city at the Permittee's regular place of business, but in no event outside the County of Los Angeles. The city reserves the right to employ third party consultant to examine the Permittee's records as necessary to obtain data relating to the permit and Permit Fees.
 - 1) **If the examination discloses a three percent (3%) or greater material deviation with respect to the gross receipts reported by the Permittee or the examination discloses the Permittee is charging or billing below or above the collection and disposal rates approved by the City Council, the cost of the audit (including attorney fees, etc.) shall be borne entirely by the permittee.**
 - 2) If the examination discloses Permit Fees that are due, these Permit Fees are considered delinquent and subject to the 50% late payment penalty outlined in this section.
- (G) Additionally, **a material deviation with respect to the gross receipts reported by the permittee or the examination discloses the permittee is charging or billing below or above the City Council approved rates**, the collection permit will be subject to revocation as set forth in Section 50.36, 50.37 and 50.38, and all other applicable remedies permitted by law. The City Manager or his/her designee may immediately suspend any and/or all permits that the Permittee may hold.
- (H) It shall be the duty of every Permittee liable for the collection and payment to the city of any fee imposed by this Chapter to keep and preserve for a period of (5) five-years, all records as may be necessary to determine the amount of such Permit Fee.
- (I) It shall be the duty of every Permittee, to keep invoices and any other relevant records, for the purpose of determining fees owed by Permittee for a period of 5 years. Permittee shall provide any relevant records to City upon request within five (5) business days. Permittee must keep and preserve for a period of (5) five-years, all records as may be necessary to determine the amount of such Permit Fee that Permittee owes to City.

Penalty, see § 10.97

§ 50.31 COMMERCIAL AND RESIDENTIAL COLLECTION AND DISPOSAL RATES

The rates charged by the holder of a Residential Permit and/or Commercial Permit for collecting and disposing of solid waste shall be established by City Council resolution.

§ 50.32 COMMERCIAL AND RESIDENTIAL FRANCHISE QUARTERLY REPORTS, PENALTY FOR LATE PAYMENT, AND RECORD RETENTION

- (A) On not less than quarterly basis, the holder of Commercial and/or Residential Franchise at their sole expense shall furnish collection, disposal and diversion reports to the city, on a form provided by, or acceptable to, the City Manager or his/her designee the information required in this section.
- (B) If the Franchisee has more than one Collection Franchise, Franchisee shall submit a separate tonnage report for each Franchise.
- (C) The quarterly tonnage reports shall include, at a minimum, the following:
 - (a) Total number of tons collected,
 - (b) Total number of tons recycled,
 - (c) The number of tons per commodity collected, i.e. solid waste, recyclables and/or organics.

- (d) The number of residue tons and where the residue was disposed of during the reporting period,
 - (e) The name, address, and telephone number of each solid waste disposal and/or recycling facility used by the Franchisee during the reporting period,
 - (f) The generator of the recyclable material, and
 - (g) Each report shall be signed by an officer of the entity reporting.
- (D) Each quarterly tonnage report and payment shall be submitted to the city no later than thirty (30) days following the reporting period to the City Manager or his/her designee by 5:00 p.m. At the time the report is filed, the full amount of the Permit Fee shall be remitted to the city. The City Manager or his/her designee may establish shorter reporting periods for any Franchisee if it is deemed necessary by the City Manager in order to insure remittance of the Franchise Fee. The City Manager or his/her designee may require additional information from the Franchisee in order to verify the Franchise Fee payment. ***A final filing and payment are due immediately upon cessation of business by Franchisee for any reason.***
- (E) The penalty for late payment of any Fee shall be 50% of the amount payable. The City Manager or his/her designee may excuse the payment of any such penalty upon good cause being shown for such late payment.
- (F) The city shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to the Franchise as authorized by law. In the absence of extraordinary circumstances, (5) five business day notice shall be considered reasonable. Such records should be made available to the city at the Franchisee's regular place of business, but in no event outside the County of Los Angeles. The city reserves the right to employ a third-party consultant to examine the Franchisee's records as necessary to obtain data relating to the Franchise Fees.
 - a **If the examination discloses a three percent (3%) or greater material deviation with respect to the gross receipts reported by the Permittee or the examination discloses the Permittee is charging or billing below or above the collection and disposal rates approved by the City Council, the cost of the audit shall be borne entirely by the Permittee.**
 - b If the examination discloses Franchise or Permit Fees that are due, these Fees are considered delinquent and subject to the 50% late payment penalty outlined in this Chapter.
- (G) Additionally, **a material three percent (3%) or greater deviation with respect to the gross receipts reported by the Permittee or the examination discloses the Franchisee is charging or billing below or above the City Council approved rates**, the Franchise will be subject to revocation. The City Manager or his/her designee may immediately suspend any and/or all permits that the Franchisee may hold.
- (H) It shall be the duty of every Franchisee liable for the collection and payment to the city of any fee imposed by this Chapter to keep and preserve for a period of five years all records as may be necessary to determine the amount of said Franchise and or Permit Fee.

Penalty, see § 10.97

§ 50.33 DURATION OF RESIDENTIAL AND/OR COMMERCIAL FRANCHISE.

Any Franchise which is in effect on the date of the ordinance enacting this Chapter shall remain in full force and effect through the duration of the respective Franchise term. A Franchisee shall comply with the provisions of this Chapter so long as the requirements set forth for compliance do not conflict with any current Franchise agreement or the constitutionally protected rights provided for under any existing Franchise agreement. The provisions of this Chapter in no way confirm, modify or extend existing contractual agreements.

§ 50.34 DURATION OF RECYCLABLE DEALER PERMIT.

Recyclable Dealer Permits shall renew annually so long as Permittee is in full compliance with this ordinance and pays the renewal fee prior to its expiration of June 30th of each fiscal year. “Fee-for-Service Recyclable Dealer Permittee” shall expire on June 30th, 2019.

§ 50.35 TRANSFERABILITY.

No permit granted pursuant to the provisions of this Chapter shall be assigned or transferred by the Permittee.

§50.36 SUSPENSION OF PERMIT BY CITY MANAGER

Based upon prima facie evidence of a violation of the provisions of this Chapter, a Residential Franchise, Commercial Franchise, and/or Recyclable Dealer Permit may be suspended by the City Manager by providing written notice of suspension of the Franchise/Permit that includes information regarding the violation, specifies the length of time the permit is suspended and specifies requirements for removal of the suspension.

§ 50.37 REVOCATION.

If after notice has been given to a Franchisee or Permittee that the right to collect has been suspended by the City Manager or his/her designee, Franchisee/Permittee shall have the opportunity to appeal that decision to City Council. City Council shall have the sole authority to permanently revoke Franchise(s)/Permit(s) or shall remove suspension. If the right to collect has been revoked, no right to collect shall thereafter be granted to said Franchisee/Permittee. City Council Revocation is not subject to cause and the Franchisee/Permittee will be given 6-months to cease operations for any permanent services provided, and 1-week notice for any temporary bin/construction and demolition project(s). The decision of the City Council shall be final.

§50.38 APPEAL TO CITY COUNCIL.

The City Manager’s decision to suspend or revoke a permit as set forth in § 50.36 may be appealed to the City Council. Such appeal shall be in writing and filed with the City Clerk within 7 calendar days from the date of the notice of suspension/revocation. The appeal shall set forth in summary, the position of the appellant with respect to the alleged violation specified by the City Manager as the grounds of suspension. The City Council shall hear the appeal within 60-days of the filing of the notice of appeal with the City Clerk and the Clerk shall provide the appellant at least 10 days prior written notice of the date and time of hearing. At such hearing, the appellant shall be entitled to be present, to be represented by an attorney and to present witnesses and testimony on behalf of his appeal. Following completion of the hearing, if the City Council finds that the appellant violated the provisions of this Chapter, the City Council may uphold or overturn the City Manager’s decision, permanently revoke the permit, or take such lesser punitive action as in its discretion it may deem proper under the circumstances. The decision of the City Council shall be final.

MEANS OF COLLECTION AND DISPOSAL

§ 50.39 RESIDENTIAL FRANCHISE: FREQUENCY AND ROUTES OF COLLECTION

The city shall provide for the collection and disposal of solid waste from all premises in the city at least once each calendar week. The City Manager or his/her designee shall have charge and supervision of such collection and removal and shall have prior approval of all routes and days for the collection and removal of solid waste from all residential areas of the city so as to conform to the provisions of this Chapter. When such routes or days of collection are established or changed, the City Manager or his/her designee shall give notice thereof in such manner as is deemed best by the City Manager or his/her designee.

§ 50.40 COMMERCIAL FRANCHISE: FREQUENCY AND ROUTES OF COLLECTION

The city shall provide for the collection and disposal of solid waste from all premises in the city at least once each calendar week. The City Manager or his/her designee shall have charge and supervision of such collection and removal and shall have prior approval of all routes and days for the collection and removal of solid waste from all non-residential areas of the city so as to conform to the provisions of this Chapter. When such routes or days of collection are established or changed, the City Manager or his/her designee shall give notice thereof in such manner as is deemed best by the City Manager or his/her designee.

§ 50.41 INTERFERENCE WITH THE COLLECTION

No person, except a Franchisee/Permittee possessing a valid Franchise/Permit for the collection of solid waste, recyclable material, or demolition and construction debris shall collect, remove, dispose of, or interfere in any manner with any container or receptacle, or the contents thereof.

§ 50.42 FLOW CONTROL

The city reserves whatever, if any, right it may receive from local, state or federal authorities to exercise “flow control”, i.e., the right to select disposal facilities and materials recovery facilities to which the solid waste collected, pursuant to the Franchise, is taken. In the event that the city directs collector to transport solid waste to a particular disposal facility or materials recovery facility, city and collector agree to use their best efforts to obtain indemnification against CERCLA Superfund and related claims from the operator of the disposal facility or materials recovery facility to which solid waste collected, pursuant to the Franchise, is taken for disposal or materials recovery. In the event that the city requires collector to utilize a disposal facility or materials recovery facility not owned or operated by collector or an affiliate of collector pursuant to this provision, the city shall indemnify and hold harmless collector for delivering solid waste to the designated disposal facility or materials recovery facility. In the event that the city selects a transfer or disposal facility pursuant to this provision, collector shall be entitled to a rate adjustment to offset for any substantiated increase in expenses resulting from the city’s exercise of “flow control”.

§50.43 MAINTENANCE OF EQUIPMENT; VEHICLES TO HAVE NAME OF COLLECTOR ON SIDES.

- (A) Each Franchisee/Permittee shall provide an adequate number of vehicles and equipment for the collection, transportation, recycling, and disposal services for which it is responsible under this Chapter. All equipment used in the collection of solid waste and recyclable materials shall conform to the highest industry standards, shall be maintained in a clean and efficient condition, and shall comply with all measures and procedures promulgated by all agencies with jurisdiction including but not limited to Air Quality Management District (AQMD) California Department of Transportation (CALTRANS) and the Highway Patrol.
- (B) All vehicles used by a collector shall be maintained in compliance with all applicable State and local laws, and shall include by the following:

- (1) The name of the collection firm, together with the phone number of the collector, shall be printed or painted in legible letters, not less than four inches in height, on both sides of all trucks and conveyances used to collect or transport collected materials within the city;
 - (2) Each vehicle shall be constructed and used so that no material will blow, fall, or leak out of the vehicle. Any material dropped or spilled in collection or transfer shall immediately be cleaned up by the operator. A broom, shovel, and Spill Kit shall be carried at all times on each vehicle for this purpose; and
 - (3) Should the City Manager, or designee, at any time give notification in writing to a collector that any vehicle does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the city and shall not be used again until approved in writing by the City Manager, or designee.
- (C) All equipment used to collect materials, including vehicles and containers, shall be kept free of graffiti.

Penalty, see § 10.97

§ 50.44 RECEPTACLES REQUIRED FOR RESIDENTIAL PROPERTY; SPECIFICATIONS.

Every holder of a valid Residential Franchise shall provide containers for automated collection as specified by the City Manager and/or this Chapter.

Penalty, see § 10.97

§ 50.45 PLACEMENT OF RESIDENTIAL AND COMMERCIAL BINS

All solid waste to be collected shall be set out or placed by the owner or occupant of a residential or commercial property as follows:

Residential Property:

- (A) Where a residential property is contiguous to a paved alley, all articles for collection shall be set out or placed at one and the same location at the alley or property line;
- (B) Where the residential property is not contiguous to a paved alley, all articles for collection shall be set out or placed at one and the same location in the public parkway or at the curb line;
- (C) No solid waste shall be set out for collection except that which is accumulated on the residential premises from which the collection is made, by the owners or occupants of said premises in the use of the premises;
- (D) All waste and recycling containers shall be removed from the curb or alley within 24-hours of the scheduled collection day by the service recipient.

Commercial Property:

- (A) Each owner or occupant of a commercial property shall place all solid waste originating from such property in bins provided by the collector(s). Such bins shall be placed at the rear of such properties, or if the premises are so situated that the collector is unable to collect at such location, then at the sides of such properties if space is available at such location.
- (B) Solid waste shall not be compacted in bins furnished by the collector by any mechanical means without permission of the collector.
- (C) The owner or occupant of commercial or industrial property shall arrange with the collector for as many collections per week as shall be necessary, but in no case less than one time per week to remove all such solid waste from said property as frequently as the bin becomes filled.

§ 50.46 METHOD OF KEEPING CONTENTS FOR COLLECTION.

Every person occupying or having charge or control of any premises in the city shall keep all solid waste and recyclable material, except baled recyclables, in such containers and receptacles as are required by this Chapter, in accordance with stormwater best management practices as established by NPDES.

Penalty, see § 10.97

§ 50.47 TIME OF PLACING FOR RESIDENTIAL COLLECTION.

- (A) Receptacles shall be placed along the street curb in front of the premises from which the solid waste and recyclable material are to be removed or along the property line of the alley in the rear or at the side thereof, according to the route prescribed by the City Manager along such street or such alley, before 7:00 a.m. on the days prescribed by the City Manager for the collection on such route.
- (B) No person shall place, or permit any collection receptacle to be, on the curb, parkway, street, alley or any other area near any residence earlier than 6:00 p.m. on the day preceding regular collection, and no person shall leave or permit any solid waste receptacle to remain on the curb, parkway, street, alley or any other area near any residence after 6:00 a.m. on the day following collection.

Penalty, see § 10.97

§ 50.48 FREQUENCY OF COLLECTION.

Every person occupying or having charge or control of any property within the city shall cause the containers or receptacles for solid waste to be emptied and all solid waste material removed from the premises and disposed of in a lawful manner. Such removal and disposal shall be accomplished at least once each calendar week, except as provided in § 50.50(A).

Penalty, see § 10.97

§ 50.49 SIZE OF BRANCHES OF TREES, HEDGES, AND THE LIKE.

Branches of trees, hedges, and the like, shall be cut in lengths of not over four feet and placed in containers or tied in bundles and weigh no more than 75 pounds when placed out for collection.

Penalty, see § 10.97

§ 50.50 HEAVY OBJECTS; REMOVAL AND ARRANGEMENTS FOR COLLECTION.

- (A) Every person occupying or having charge or control of any property shall, at least once in each calendar month, collect and dispose of all such heavy objects, such as discarded automobile bodies and similar heavy or bulky objects, and all materials not included in the term "solid waste" which may have accumulated on the premises. However, building or construction waste and debris need be removed only upon completion of construction operations.
- (B) Heavy articles will not be picked up at the date and time set forth in Section 50.47, unless previous arrangements have been scheduled. Arrangements may be made by every person occupying or having charge or control of any property with the holder of a Residential Permit and/or franchised Permittee for collecting this material and an extra charge will be assessed depending on the amount of time required.

Penalty, see § 10.97

§ 50.51 DISPOSAL OF SOLID WASTE BY FRANCHISEE; METHOD OF DESIGNATING THE MEANS OF DISPOSAL OF NON-RESIDENTIAL SOLID WASTE.

Franchisee shall dispose of accumulated solid waste by hauling the solid waste to any CalRecycle permitted solid waste disposal facility. In order to fulfill the waste reduction requirements imposed by AB 939 and subsequent legislation, the City Council has mandated that any Franchisee(s) for Residential and/or Commercial Collection shall meet and maintain a minimum of 50% diversion For Residential/Commercial waste and 75% for Construction and Demolition Debris. Due to this mandate, the following standards shall also apply:

- (A) All non-residential solid waste generated in the City of Santa Fe Springs and hauled by Franchisee shall meet the mandatory diversion and recycling requirements administered by CalRecycle. Franchisee shall demonstrate and achieve a minimum fifty percent (50%) diversion rate for

commercial and residential generated waste, and seventy-five percent (75%) for construction and demolition debris generated waste, by implementing a combination of the following procedures, in order to ensure adequate diversion rates and the implementation of legislative mandated recycling.

- 1) Process waste at a materials recovery facility (MRF) that is permitted by CalRecycle. Such facility shall provide diversion documentation identifying the City of Santa Fe Springs as the recipient of said diversion.
 - 2) Establish on-site source separated recycling services pursuant to AB 341 and this Chapter.
 - 3) Identify and document any quantifiable third-party AB 341 recycling services for each generator serviced by Franchisee and this Chapter.
 - 4) Deliver residual waste, after recyclables have been removed, to a CalRecycle permitted transformation facility. Pursuant to SB 1016, jurisdictions can claim no more than 10 percent of the average calculated per capita generation tonnage (in most cases, years 2003 through 2006).
 - 5) Establish on-site organics recycling pursuant to AB 1826 and subsequent legislation.
- (B) Materials hauled by a permitted Recyclable Dealer that contain only source-separated recyclable materials, may be taken directly to a CalRecycle permitted recycling facility or permitted transfer station.

Penalty, see § 10.97

§ 50.52 ILLEGAL TRASH CONTAINERS; BIN IMPOUNDMENT; FEES AND PENALTIES.

- (A) No person other than an authorized Franchisee/Permittee may place a bin or container for the collection of any solid waste/recyclable material within the city.
- (B) Any bin or container ("container") placed in violation of this section is hereby declared to be a nuisance and is subject to abatement pursuant to applicable provisions of this code. Should the city become aware of any container which does not belong to any one of the city's established collectors, located on private property in the city, the city may cause removal of such container.
- (C) The city shall post a notice in a conspicuous place on any unauthorized container directing it to be removed within twenty-four (24) hours and provide the notice, to the generator (business or resident), either posted on the container, by hand delivery to occupant or by certified mail.
- (D) The notice pursuant to division (C) shall state that:
 - 1) The container is illegal and the nature of the violation;
 - 2) The container must be removed within twenty-four hours of the posting or delivery;
 - 3) The time the notice was posted or delivered;
 - 4) The name and phone number of a person designated by the City Manager to hear any appeal or challenge to the requirement that the container be removed and that any appeal of the order for removal must occur within Twenty-four (24) hours of the posting of the notice;
 - 5) If the container is not removed within twenty-four (24) hours of posting the notice, the city will have the bin impounded (to a stated location);
 - a) If the city has the bin impounded, the unpermitted collector/hauler and the generator (business owner and/or occupant of the property) will be joint and severally liable for all fees and fines charged as described below;
 - b) In order to recover the costs of disposing of the contents of any such container caused to be removed by the city, including both the costs incurred by the collector/hauler performing such removal and the city's administrative costs, the city shall charge an amount equal to twice the city's maximum authorized daily service rate charged for the

subject size container, plus any disposal charges and storage fees incurred by the Permittee; and

- c) If the city impounds or causes the container to be impounded, the owner of the container may retrieve such container from the city by providing to the city proof of ownership and by paying to the city an impound charge equal to the City's maximum authorized daily service rate for a 10yd roll-off bin, with an additional 20% of total cost added on for each additional 10yd (e.g. 20yd bin = 10yd bin cost + 20% (10yd bin cost); 30yd bin = 20yd bin + 20% (20yd bin cost); 40yd bin = 30yd bin + 20% (30yd bin); and
 - d) If any impounded container is not retrieved within ninety (90) days after its removal, the container will be deemed abandoned and the city may dispose (by auction or direct sale) of such container and is authorized to retain funds collected in disposing of the container.
- (E) The Posting of the Notice to remove on the container shall constitute constructive notice to the owner of the container and the generator of the requirement to remove the unauthorized container, and a copy of the notice shall be provided to the owner of the unauthorized container once said owner's identity is ascertained by city, and if not provided sooner, a copy of the notice shall be provided at such time as the owner of the unauthorized container seeks to retrieve any such container removed hereunder.
- (F) Between the date following the date upon which any unauthorized container is removed by the city, and the date which is five (5) business days following its retrieval from city, the owner of the unauthorized container may request a hearing to appeal the city's determination that the container is an unauthorized container subject to removal by city as set forth herein. The City Manager or his/her designee shall establish a procedure for such a hearing and the method for requesting such a hearing shall be included on the notice to remove. If the appeal is granted, any payments due to city shall be forgiven and any amounts paid reimbursed.

MISCELLANEOUS PROVISIONS

§ 50.53 BURNING

No person shall burn any trash, material or rubbish without having first complied with all rules and regulations of the city, the County of Los Angeles, the South Coast Air Quality Management District (AQMD), and the State of California.

Penalty, see § 10.97 Statutory reference: Burning garbage and refuse, see Cal. Health and Safety Code §§ 49600 to 49602, and § 49620

§ 50.54 DUMPING ON PUBLIC OR PRIVATE PROPERTY.

- (A) No person shall throw, place, scatter, deposit, dispose of or dump any solid waste, trash, garbage, rubbish, refuse, recyclable material, construction debris, U-Waste, E-Waste, special waste, green waste or other objects of any kind or composition upon or below the surface of any public property, street or alley or except as may be provided and set apart for such use by the city,.
- (B) No person shall throw, place, scatter, deposit, dispose of or dump any solid waste, trash, garbage, rubbish, refuse, recyclable material, construction debris, U-Waste, E-Waste, special waste, green waste or other objects of any kind or composition upon or below the surface of any private property, private property of another, or into any container or receptacle owned or leased by another, within the city.

Penalty, see § 10.97

RECYCLING AND DISPOSAL OF CONSTRUCTION, DEMOLITION AND RENOVATION DEBRIS

§ 50.55 WASTE MANAGEMENT PLAN REQUIREMENT.

- (A) **Covered Projects.** Prior to beginning any construction or demolition activities, the applicant shall submit a Waste Management Plan to the WMP Compliance Official and shall be subject to all applicable provisions of this Chapter. Failure to comply with any of the terms of this section shall subject the project applicant to the full range of enforcement mechanisms set forth in this Chapter.
- (B) **Compliance as a condition of approval.** Compliance with the provisions of this Chapter shall be listed as a condition of approval on any building or demolition permit issued for a Covered Project.

Penalty, see § 10.97.

§ 50.62 SUBMISSION OF WASTE MANAGEMENT PLAN.

- (A) **WMP forms.** Applicants for building or demolition permits involving any Covered Project shall complete and submit a Waste Management Plan ("WMP"), on a city-approved WMP form, as part of the application packet for the building or demolition permit. The completed WMP shall indicate all of the following:
 - (1) The estimated volume or weight of project construction and demolition debris to be generated, sorted by type of material;
 - (2) The Residential or Commercial Franchisee that the applicant proposes to use to collect and receive the material;
 - (3) The estimated volume or weight of construction and demolition materials that will be landfilled; and
 - (4) Any special or specific activities that the applicant will use to comply with the provisions of this Chapter.

- (B) **Deposit:** Upon submittal of a Waste Management Plan, the applicant must submit a deposit based upon project valuation as established by resolution of the City Council.
- i. Exception to Deposit Submittal: Minor Residential equipment installations or renovations with a total project value of less than \$10,000.00. To be determined on a case by case basis by the City Manager or his/her designee.

Penalty, see § 10.97.

§ 50.63 REVIEW OF WASTE MANAGEMENT PLAN.

- (A) **Approval.** Notwithstanding any other provision of this code, no building or demolition permit shall be issued for any Covered Project unless and until the WMP Compliance Official has approved applicants WMP. Approval shall not be required, however, where the Building Official determines that an emergency demolition is required to protect public health or safety.
- (1) The WMP Compliance Official shall only approve a WMP, if he or she first determines that all of the following conditions have been met:
 - i. The WMP provides all of the information set forth in § 50.62; and
 - ii. The WMP indicates that at least 75% of all construction and demolition debris generated by the project will be diverted.
 - iii. The deposit has been submitted along with the WMP application.
 - (2) If the WMP Compliance Official determines that these conditions have been met, he or she shall mark the WMP "Approved," return a copy of the WMP to the applicant and notify the Building Official that the WMP has been approved.
- (B) **Denial.** If the WMP Compliance Official determines that the WMP is incomplete or fails to indicate that at least 75% of all construction and demolition debris generated by the project will be reused or recycled, the WMP Compliance Official shall either:
- (1) Return the WMP to the applicant marked "Denied," including a statement of reasons, and so notify the Building Official, who shall then immediately stop processing the building or demolition permit application; or
 - (2) Return the WMP to the applicant marked "Further Information Required."

Penalty, see § 10.97

§ 50.64 COMPLIANCE WITH WASTE MANAGEMENT PLAN.

- (A) **Documentation.** Prior to the completion of any Covered Project, the applicant shall submit to the WMP Compliance Official documentation that the diversion requirement has been met. The diversion requirement shall be that the applicant has diverted at least 75% of the total construction and demolition debris generated by the project via reuse or recycling. This documentation shall include all of the following:
- (1) Receipts from the vendor and facility that collected and received each type of material, showing its actual weight or volume;
 - (2) A copy of the previously approved WMP for the project adding the actual volume or weight of each type of material diverted and landfilled;
 - (3) Any additional information the applicant believes is relevant to determining his efforts to comply in good faith with the approved WMP for the project.
- (B) **Weighting of wastes.** Applicants shall make reasonable efforts to ensure that, whether diverted or landfilled, all construction and demolition debris is measured and recorded, using the most accurate method of measurement available. To the extent practical, all construction and demolition debris

shall be weighed by way of certified scales. In instances which, due to small size or other considerations, weighing construction and demolition debris is not practical, a volumetric measurement shall be used. To convert volumetric measurements to weight, the applicant shall use the standardized Conversion Rate approved by the city for this purpose.

- (C) **Determination of compliance and release of building permit.** The WMP Compliance Official (as appointed by the City Manager or his/her designee) shall review the information submitted under this Chapter and determine which of the following standards best describes the extent the applicant has complied with the diversion requirement
- (1) **Full compliance.** If the WMP Compliance Official determines that the applicant has fully complied with the diversion requirement, he or she shall cause the building permit to be released to the applicant.
 - (2) **Good faith effort to comply.** If the WMP Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine, on a case-by-case basis, whether the applicant has made a good faith effort to comply with the diversion requirement. In making this determination, the WMP Compliance Official shall consider: the availability of markets for the construction and demolition debris landfilled, the size of the project, and the documented efforts of the applicant to divert construction and demolition debris. If the WMP Compliance Official determines that the applicant has made a good faith effort to comply with the diversion requirement, he or she shall release the building permit to the applicant.
 - (3) **Noncompliance.** If the WMP Compliance Official determines that the applicant has not made a good faith effort to comply with the diversion requirement, or if the applicant fails to submit the documentation required by this Chapter within the required time period, then the WMP Compliance Official shall so notify the applicant and the Building Official. The Building Official shall not release the building permit until the applicant has complied with this Chapter and/or has paid the penalty fees and/or the deposit submitted during application submittal was kept and deposited by the City.

Penalty, see § 10.97.

§ NON-COMPLIANCE OF WASTE MANAGEMENT PLAN

- (A) Violation of meeting the requirements and/or following a submitted and approved WMP means that the WMP applicant shall lose the deposit that was submitted to the Planning/Building Permit during permit issuance.
- (B) Additionally, City Manager or his/her designee may choose to prohibit applicant and/or contractor/generator from continuing business and/or doing future business in the City. Violation of this Chapter shall also be subject to all fees and penalties identified in this Chapter.

Penalty, see § 10.97.



City of Santa Fe Springs

City Council Meeting

March 14, 2019

NEW BUSINESS

Adoption of Resolution No. 9623 – Authorizing the Relinquishment of Child Care and Development Services Pre-school Program Contract with the State Department of Education for Fiscal Year 2018-2019.

RECOMMENDATION

That the City Council:

- Approve and adopt Resolution No. 9623 – authorizing the relinquishment of contract CSPP-8170 with the State Department of Education for the purpose of dissolving the Child Care and Development Services Pre-school Age Children Program for Fiscal Year 2018-2019.

BACKGROUND

On February 22, 2018 the City Council voted unanimously to subcontract the City's child care and development services for preschool age children to Options for Learning, a non-profit agency that specializes in operating state funded child development programs. The decision to subcontract these services came after much thoughtful consideration and analysis by the City Council and key management staff. Over the course of two years, staff worked closely with the City Council Child Care Sub-committee to address the best way to preserve child care services for the community given the City's ongoing financial challenges. Hence, it was determined that the best alternative was to subcontract the programs to Options for Learning in order to maintain these services in the community.

Under the terms of the subcontracting agreement, Options for Learning assumed the City's contract with the California Department of Education (CDE) to administer the City's pre-school program as a subcontractor. Options for Learning also agreed to assume services of the City's School Age Program located at Lakeview School and Los Nietos Child Care Center, which do not receive state funding. The term of the pre-school agreement was for one (1) year ending on June 30, 2019 for both pre-school locations - Los Nietos Child Care Center and the Gus Velasco Neighborhood Center (GVNC). Under this agreement, the City has maintained administrative oversight and auditing authority over the pre-school program to ensure that Options for Learning remains in compliance with all CDE requirements and all state licensing requirements.

In addition to the subcontracting agreement of the California State Pre-school Program (CSPP), Options for Learning entered into a Lease Agreement with the City on April 12, 2018 to utilize the City's pre-school classrooms at Los Nietos Child Care Center and the GVNC. Per the Lease Agreement, Options for Learning pays the City \$100/month for use of the City-owned permanent facility, Los Nietos Child Care Center. Options for Learning assumed the Lease Agreement between Williams



City of Santa Fe Springs

City Council Meeting

March 14, 2019

Scotsman and the City for the modular units at the GVNC, releasing the City of all contractual obligations with Williams Scotsman.

The approved contract amount between the City and the State Department of Education for the California State Pre-school Program (CSPP) is \$662,905.00. The current enrollment at both the Los Nietos Child Care Center and the GVNC pre-school programs are at full capacity; this enrollment is evident of the need for a state pre-school program in the Santa Fe Springs community which can be administered by the external childcare agency, Options for Learning.

Once Resolution No. 9623 is adopted by City Council, the City has 90 days to provide written notification to the State Department of Education outlining its intentions of relinquishing contract CSPP-8170. Staff anticipate the following will be requested from the Department of Education (CDE): 1) Return all unused funds, excluding any documented costs; and 2) Inventory and return of all furniture, equipment, and supplies purchased with the grant funds specified under the terms of the contract. The CDE is then responsible for finding a new agency to acquire the existing contract for Santa Fe Springs. Options for Learning has expressed their interest in acquiring the contract from the state and is committed to continuing the pre-school child care service in our community. Furthermore, Options for Learning is ready to continue service with their own funding if they are unsuccessful at obtaining the state contract. Relinquishing the contract will not create a lapse of service to existing students enrolled in the program; Options for Learning maintains the state licensing for the Los Nietos Child Care and GVNC facilities and have the means to continue service until resolved by the CDE.

FISCAL IMPACT

No fiscal impact is anticipated with the relinquishment of the state contract. Cost savings associated with the Child Care and Development Services Pre-School Program were captured during the execution of the subcontracting with Options for Learning for FY 2018-2019. Any additional net costs currently associated with the program will not be applied for FY 2019-2020.

INFRASTRUCTURE IMPACT

The relinquishment of the state contract will not impact the existing child care facilities/programs. Options for Learning is in compliance with the state licensing requirements.



City of Santa Fe Springs
City Council Meeting

March 14, 2019

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


Raymond R. Cruz
City Manager

Attachments

1. Resolution No. 9623 - Authorizing the Relinquishment of contract CSPP-8170 with the State Department of Education for the purpose of dissolving the Child Care and Development Services Pre-school Age Children Program.
2. California State Preschool Program Agreement CSPP-8170 – FY 2018-2019

ATTACHMENT NO. 1

RESOLUTION NO. 9623

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING THE RELIQUISHMENT OF CONTRACT CSPP-8170 WITH THE STATE DEPARTMENT OF EDUCATION FOR THE PURPOSE OF DISSOLVING THE CHILD CARE AND DEVELOPMENTAL SERVICES PRE-SCHOOL AGE CHILDREN PROGRAM FOR FISCAL YEAR 2018-2019.

WHEREAS, the City of Santa Fe Springs currently receives funds from the California State Department of Education to provide pre-school child care and development services to Santa Fe Springs families; and

WHEREAS, the City Council has identified that the City's subsidies for the Pre-school Age Children programs have continued to grow creating a service that is no longer financially sustainable for the City of Santa Fe Springs; and

WHEREAS, on February 22, 2018 the City Council voted unanimously to subcontract the child care and development services for pre-school age children with an external child care agency, Options for Learning; and

WHEREAS, the City Council has given thoughtful consideration and analysis to continue with the dissolution of the pre-school age children program and follow all requirements necessary of the State Department of Education;

NOW, THEREFORE, BE IT RESOLVED, the City Council authorizes the relinquishment of Contract CSPP-8170 with the State Department of Education for the purpose of dissolving the child care and development services pre-school age children program for fiscal year 2018-2019.

APPROVED and ADOPTED this 14th day of March, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

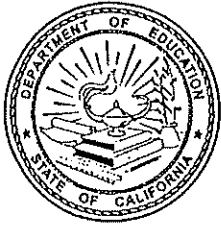
ABSTAIN:

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

ATTACHMENT NO. 2



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TOM TORLAKSON
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

Attention: EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS
Subject: EXECUTED CHILD DEVELOPMENT CONTRACT

Enclosed for your records is one fully executed copy of your child development contract. Should you have any questions regarding your executed contract, please submit an email to CHILDDEVELOPMENTCONTRACTS@cde.ca.gov.

Thank you,

A handwritten signature in cursive script that reads "Nikki Gracey".

Nikki Gracey, Manager
Child Development Contracts

Enclosures

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19**OCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**DATE: July 01, 2018CONTRACT NUMBER: CSPP-8170PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 19-2194-00-8CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the T&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the acquired services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.42 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$662,905.00.


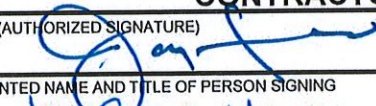
Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 14,595.0

Minimum Days of Operation (MDO) Requirement 248

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Jay Sarno, Mayor	
TITLE Contract Manager		ADDRESS 11710 Telegraph Rd, Santa Fe Springs, CA	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 662,905	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 662,905	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE JUL 20 2018	

Department of General Services
use only

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS


CONTRACT NUMBER: CSPP-8170

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 46,459	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 46,459	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 21,338	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,338	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 460,471	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 460,471	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 134,637	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 134,637	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 	DATE JUL 20 2018	

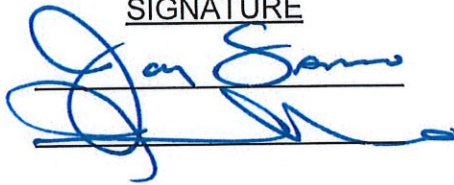
RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

RESOLUTION

BE IT RESOLVED that the Governing Board of The City of Santa Fe Springs

authorizes entering into local agreement number CSPP-8170 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jay Sarno</u>	<u>Mayor</u>	
<u>Juanita Trujillo</u>	<u>Mayor Pro Tem</u>	

PASSED AND ADOPTED THIS 14 day of June 2018, by the
Governing Board of City of Santa Fe Springs
of Los Angeles County, in the State of California.

I, Janet Martinez, Clerk of the Governing Board of
City of Santa Fe Springs, of Los Angeles County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.


(Clerk's signature)

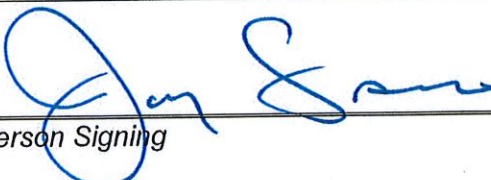
June 14, 2018
(Date)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).


CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> City of Santa Fe Springs		95-6005874
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jay Sarno, Mayor		
<i>Date Executed</i> June 14, 2018	<i>Executed in the County and State of</i> Los Angeles, California	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Santa Fe Springs		<i>Federal ID Number</i> 95-6005874
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jay Sarno, Mayor		
<i>Date Executed</i> June 14, 2018	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.805 and 76.810-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

11710 Telegraph

Santa Fe Springs, LA County CA 90670

Check ☐ if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and


b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) City of Santa Fe Springs	CONTRACT # CSPP- 8170
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Jay Sarno, Mayor	
SIGNATURE 	DATE June 14, 2018



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

March 14, 2019

NEW BUSINESS

Approval Letter of Agreement between the City of Santa Fe Springs and United Way of Greater Los Angeles for the Gas Company Utility Assistance and the Edison Assistance Fund Programs

RECOMMENDATION

That the City Council take the following actions:

- Approve the Letter of Agreement for the continued participation in the Gas Assistance Fund and the Edison Assistance Fund Programs with the United Way of Greater Los Angeles.
- Authorize the Mayor to execute and sign the Letter of Agreement with the United Way of Greater Los Angeles.

BACKGROUND

The Family and Human Services Division (FHS) in the Department of Community Services has partnered with the United Way of Greater Los Angeles for the Southern California Edison and Southern California Gas Company Utility Assistance Fund programs to provide utility assistance to underprivileged families in Santa Fe Springs and surrounding communities. Southern California Edison (SCE) and Southern California Gas Company (SoCal Gas) have been committed to helping local customers by providing them financial relief through the Energy Assistance Fund (EAF) and the Gas Assistance Fund (GAF). The funds provide an opportunity for qualified households to receive up to a \$100 payment toward their SCE energy and gas bills. Last year alone, the FHS Case Workers assisted 397 SCE and SoCal Gas customers who received assistance in the amount of \$38,252.25.

By signing the Letter of Agreement, the City of Santa Fe Springs will continue its status as an Authorized Partner Agency with the United Way. As an Authorized Partner Agency, we help qualified customers apply for a grant to pay for their residential electric/gas service.

These agreements were originally signed and executed by Maricela Balderas, Director of the Department of Community Services; however, due to recent City policy changes, the agreement is being presented to City Council for approval and for the Mayor's signature.

The Mayor may call upon Ed Ramirez, Family and Human Services Manager, to answer any questions the Council may have regarding this agreement.

LEGAL REVIEW

The City Attorney has reviewed the Letter of Agreement between the City of Santa Fe Springs and United Way of Greater Los Angeles for the Gas Assistance Fund and the Edison Assistance Fund programs.



City of Santa Fe Springs

City Council Meeting

March 14, 2019

FISCAL IMPACT

This is a non-monetary agreement and has no fiscal impact to the general fund. The agreement allows for additional resources from the City to community residents.

Raymond R. Cruz
City Manager

Attachment

1. Letter of Agreement between United Way of Greater Los Angeles and the Authorized Partner Agencies (APAs)



**2019 Utility Assistance Fund Program
Letter of Agreement
United Way of Greater Los Angeles and the Authorized Partner Agencies (APAs)**

Statement of Purpose: The 2019 Utility Assistance Fund program will provide low-income individuals and families' assistance paying their gas or electric bill. Authorized Partner Agencies will help qualified customers apply for a grant for residential gas and/or electric service.

The Utility Assistance Program is funded through customer donations, employee donations, and corporate funding. Therefore, the program funding varies each year.

Operating Guidelines: The APA's will utilize the on-line iPartner Grant Management System to complete applications for utility assistance for customers of Southern California Gas Company, and/or Southern California Edison customers. The APA's will review all customer documentation to ensure customers meet the program guidelines and eligibility requirements prior to entering an application for the customer. Program funds will be deposited for each utility separately when the programs begin. APA's will have access to view program funding at the "global" level throughout the program periods set for each utility, or until funding has been depleted.

This agreement will cover the period from January 1, 2019 through December 31, 2019.

Probation Status and/or Termination of Agency Participation: United Way of Greater Los Angeles, and/or Southern California Edison, and/or Southern California Gas Company, reserve the right to place an agency on "probationary status" or "terminate" agency participation for the EAF and/or GAF program (s).

As an Authorized Partner Agency, you and the staff you designate will receive:

- All program related materials at no cost.
- Intensive grant program training for designated staff from your agency at the annual training sessions.
- Support, advice, updates, and answers to your questions about the grant program and its guidelines and rules.

During the 2019 Program year, each Authorized Partner Agency agrees to:

- Follow the rules, regulations, and guidelines of the United Way of Greater Los Angeles set forth in the Appendix A and all other training materials.
- Operate the Utility Assistance Program (EAF & GAF) on a voluntary basis.
- Provide utility program assistance throughout the scheduled program period (s).
- Have access to operating electronic equipment necessary to provide assistance; Computer, Fax Machine, Scanner, Shredder, and Copier.
- Have access to internet and email at all times.
- Review income documentation for each Utility Assistance Fund application and ensure the verification submitted matches the information provided on the application.

- Ensure that all applications submitted meet established income guidelines for the season. Income guidelines are updated June of each year.
- Ensure that applications are only entered into the iPartner system if the customer has provided all supporting documentation (recent bill, proof of income, household information)
- Ensure that the appropriate person signs all necessary Utility Assistance applications.
- Maintain a physical address where customers will be able to apply for utility payment assistance.
- Provide assistance at least 1 day a week, no less than 5 hours per week.
- Accept phone calls during your published telephone hours from potential applicants and provide follow-up.
- Return this Letter of Agreement and all subsequent requests for information timely.
- Ensure all staff completing utility assistance applications attend the mandatory training session facilitated by United Way.
- Update United Way of Greater Los Angeles with any address, telephone, personnel, or other changes timely.
- Treat all applicants with kindness, dignity and respect.
- Maintain the standards set by the United Way of Greater Los Angeles, and if necessary, attend additional training to maintain your organization's status as an Authorized Partner Agency.

Confidentiality of Customer Information:

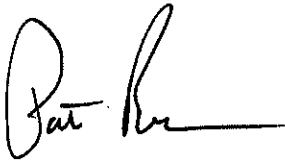
- All customer information, i.e. applications, proof of income, and any other documents used to obtain utility assistance must be stored in a secure and locked location.
- All documents (barcoded fax cover sheet, signed application, proof of income, utility bill) must be kept for a period of 90 days from the date of application.
- When transmitting customer information, it must be marked "confidential" and sensitive information redacted.
- Disposal of confidential customer information must be done in a secure manner such as shredding.
- If you find at any time customer documents associated with the Utility Assistance Program have been compromised, you must notify United Way of Greater Los Angeles immediately in compliance with Senate Bill 1386.

Eligibility Requirements for Utility Assistance Fund Program:

- Must be a residential customer
- Must present the most recent utility bill showing balance owed
- Ratepayer must reside in the home
- Ratepayer must be over 18 years of age
- Must meet the income guidelines, as set by the Federal Poverty Guidelines which are established and updated annually. (Refer to Appendix A training materials)

By signing below, the Disbursement Organization agrees to recognize and acknowledge the purpose of the 2019 Gas Assistance Fund (GAF) and/or the Energy Assistance Fund (EAF) and abide by the operating guidelines as detailed above and covered during annual training.

Accepted for United Way, Inc. dba United Way of Greater Los Angeles



Patricia Banuelos
Program Officer
United Way of Greater Los Angeles
1150 S. Olive Street, Suite T500
Los Angeles, CA 90015
Phone: 213) 808-6257
Fax: (213) 808-6831
E-Mail: pbanuelos@unitedwayla.org



LiNing Recendez
Vice President, Finance
United Way of Greater Los Angeles

ACCEPTED FOR DISBURSEMENT ORGANIZATION

Name of Organization: _____

Signature: _____

Name _____

Title: _____

Date: _____

Address: _____

Phone: _____ Email Address: _____



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

March 14, 2019

NEW BUSINESS

FY 2018-19 Midyear Budget Review and Modifications

RECOMMENDATION

That the City Council approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

BACKGROUND

Annually, the midyear budget review process presents an opportunity to adjust forecasted revenues, appropriation amounts, and budget assumptions based on fiscal year-to-date actual information and past experience. The fiscal year 2018-19 budget was originally adopted in June 2018. Due to increasing costs and changing economic conditions a one-year budget was adopted. Over the prior four fiscal years, two cycles of two-year budgets had been employed.

Following is more detailed information regarding the estimated revenue and expenditure amounts for the City's largest funds, the General and Water Utility Funds:

General Fund

It is anticipated that the General Fund will end the year with an operating deficit of \$4,147,700. This is in contrast to the \$3,330,000 operating deficit estimated in the originally adopted budget, an increase in the deficit of \$817,700 (See Attachment A). The most significant reason for the change is due to the proposed restoration of the annual CIP transfer (\$1.8 million addition) and elimination of planned transfers to the General Fund from the Employee Benefits and Insurance Stabilization Funds (\$500,000 and \$376,800, respectively). Additionally, departmental and non-recurring expenditures are expected to increase by approximately \$444,700, of which \$245,100 was previously approved by the City Council during FY 2018-19 after the adoption of the budget. These costs are somewhat offset by anticipated increases in revenues for the year, primarily based on the passage of Measure Y by the voters in November 2018. Measure Y imposes a 1% transactions and use tax and goes into effect April 1, 2019.

Although not part of the City's operating budget, the receipt of one-time loan repayments increases the City available fund balance. The one-time loan repayments are anticipated to be \$1,400,000 higher than originally budgeted. Lastly, the midyear budget proposes to eliminate the planned use of the General Fund Economic Contingency Reserve of \$530,000. Taken together with the anticipated operating deficit, the overall projected increase in the General Fund's available fund balance is \$52,300.



City of Santa Fe Springs

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Revenues (See Attachments A and B)

The adopted budget projected total General Fund revenues to be about \$45.6 million (not including Applied Revenues). The revised midyear budget forecast is \$47.4 million, or about \$1.8 million more than originally estimated. The most significant increase is the inclusion of revenues expected to be received from Measure Y. Based on the City's preliminary estimate of annual Measure Y revenues, a conservative estimate of \$2,000,000 is expected to be received in FY 2018-19. The tax is operative as of April 1, 2019 so this estimate contemplates 3 months of transactions for fiscal year 2018-19.

Based on the expected collection of Measure Y revenues and increase in the Successor Agency loan repayment (discussed below), the midyear budget revisions also propose the elimination of a \$500,000 transfer from the Employee Benefits Fund. This transfer was proposed as part of the adopted FY 2018-19 budget in order to prevent a decline in available General Fund Reserves. This fund is used to accumulate resources for the payment of leave obligations owed to employees when they retire or otherwise separate from the City. With the additional funds noted above, staff recommends keeping these resources in the Employee Benefits Fund so that they are available as employees leave City employment.

Modest increases are also expected in utility users taxes (UUT) and franchise taxes.

It should also be noted that preliminary results for sales and use tax revenues (the General Fund's largest source) are favorable and the outlook is optimistic that the FY 2018-19 collections will exceed the budgeted amount of \$25.7 million. However, due to a lag in reporting from the State of CA, the City only has economic data on the first quarter of FY 2018-19. Therefore, an adjustment to the annual budget is not proposed at this time.

Expenditures (See Attachments A and C)

Total budgeted expenditures and uses in the adopted budget were approximately \$48.9 million. The revised amount reflects an increase of \$2.6 million to \$51.5 million. The net increase includes several categories of changes which are discussed in greater detail below and is summarized as follows:

Budget adjustments previously approved during FY 2018-19	\$ 245,100
Additional departmental adjustments proposed	149,600
Elimination of transfer from Insurance Stabilization Fund	<u>376,800</u>
Subtotal Departmental Expenditure Adjustments	\$ 771,500
Additional non-recurring expenditures	50,000
Additional transfer to the Prefunded Capital Improvement Fund	<u>1,800,000</u>
Total Expenditure Adjustments	\$ 2,621,500



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Of the \$245,100 in budget adjustment already approved by the City Council, \$175,000 relates to the start-up and administrative costs associated with the State's implementation of Measure Y on behalf of the City. The \$175,000 represents the maximum amount which could be charged by the California Department of Tax and Fee Administration ("CDTFA"). Based on conversations with the CDTFA, the City expects the actual costs to come in under this amount. However, specific amounts could not be provided, so a reduction of this amount is not proposed.

Other departmental adjustments are detailed on Attachment C. The most significant item is an expected reduction of \$200,000 in excavation permit revenues. A sharp decline is seen in this area so far in FY 2018-19 and is attributed to a slowdown in work along the I-5 expansion, which had generated a higher level of activity over the past several fiscal years. This decline, however, is somewhat offset by larger than anticipated collections of various Planning Department fees.

The Community Services and Fire-Rescue Departments are also experiencing a number of labor related variances due to vacancies as well as the transfer of the Child Care operations to Options for Youth. In Community Services, the anticipated savings are offset by an increase in hourly labor costs, while the Fire-Rescue Department is experiencing an increase in overtime costs as vacant positions are backfilled with existing personnel. The overall effect on the General Fund of these variances appears minimal and no specific adjustments are proposed at this time. The final estimates for FY 2018-19 will be updated as more information is available over the next couple of months.

Similar to the Employee Benefits Fund adjustment noted above, the midyear budget proposes the elimination of a planned transfer from the Insurance Stabilization Fund of \$376,800. This transfer into the General Fund's Risk Management activity was included in the adopted FY 2018-19 budget in order to prevent the decline of the General Fund available fund balance. With the additional Measure Y revenues and anticipated increase in Successor Agency loan repayments (discussed below), staff recommends leaving these resources in the Insurance Stabilization Fund to allow for a source of funds to help offset future increases in the City's insurance program costs.

The non-recurring expenditures include an adjustment for the purchase of a vehicle for the City Manager.

Lastly, the midyear budget includes an additional transfer of \$1.8 million into the City's Prefunded (UUT) Capital Improvement Projects Fund. The adopted budget included a transfer of \$1.0 million, which is below the target level of \$2.8 million per year. The reduction was proposed to prevent a decline in the General Fund available fund balance. As noted above in relation to the Employee Benefits and



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Insurance Stabilization Funds, additional expected resources allow for the restoration of the full target funding for critically important CIP activities.

One-Time Payments to be Received

The City's budget picture would be more unfavorable if it were not for the anticipated receipt of approximately \$4.2 million in one-time monies. These funds consist of the receipt of loan repayments on the advance made to the former redevelopment agency. Under the dissolution bills, repayment amounts are dependent upon the amount of residual taxes available to taxing agencies after approved obligations of the Successor Agency are paid. Residual taxes were higher than anticipated allowing for a larger repayment of the loan to the City. The City is actually authorized to receive the final payment in full of \$5.3 million in June 2018 based on the calculation of allowable repayments. However, the actual amount to be received is dependent upon adequate tax deposits being available. Based on historical trends of tax deposits and other obligations to be paid, an adjustment of \$1.4 million is proposed in addition to the \$2.8 million originally estimated. While the repayment increases the City available fund balance, the total is finite and will be completely repaid in the next year. The passage of Measure Y ensures an ongoing revenue source which will enable the City to correct the current structural operating deficit going forward.

Water Utility Fund

The revised budget figures include only one adjustment related to a water rate study expected to be completed during FY 2018-19. The estimated cost of the study is anticipated to be approximately \$70,000. The adjustment results in a projected deficit of \$70,000. Due to better than expected results from FY 2017-18, an adjustment to CIP funding for FY 2018-19 is not proposed to eliminate the projected current year deficit.

Future Outlook Concerns

As discussed on previous occasions, there are items of concern when looking to meet the organization's ongoing needs. The most significant is the growth in CalPERS' pension contribution rates for full-time personnel. While all full-time employees now pay all of the employee equivalent contribution rates (Safety 9% and Miscellaneous 8%), employer rates are expected to continue increasing significantly over the next six years. Less significant increases are also anticipated for many years into the future. There are a number of reasons for the substantial increase in contributions, including: a smaller City workforce relative to the number of retirees, CalPERS investment losses, a lower investment discount rate, a shorter amortization period, changes in mortality assumptions, and changing the unfunded liability payment from a percentage of payroll to a fixed amount each year.

Existing revenues are expected to be mostly flat to slightly increasing in the coming



City of Santa Fe Springs

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years, but falling far short of the anticipated increases in expenditures. As noted previously, the City will continue to receive one-time monies in the form of loan repayments from the Successor Agency, however, these are expected to be fully repaid by June 2020. However, Measure Y, passed by the voters in November 2018, will go a long way in stabilizing the City's financial outlook going forward. Since the 1% transactions and use tax is collected based on a different set rules as compared to the existing sales and use tax, the amounts expected at this point are educated estimates and may vary from the initial projections. The City will not know the true annual amount to expect until approximately June 2020 after one full year of collections.

Next Year: FY 2019-20 Budget

Staff has begun reviewing the FY 2019-20 budget. Given the revenue and expenditure uncertainties facing the City, a one-year budget is contemplated for FY 2019-20, as was prepared for FY 2018-19. For both the General and Water Utility Funds it is anticipated that the operational changes implemented over the last several years along with the passage of Measure Y will better position the City well into the future. Measure Y is expected to generate revenues in excess of the anticipated increases in costs over the next 5-7 years before the increases in pension costs are fully phased in. Staff will work closely with the Council subcommittees to allocate the excess funds in a way that will ensure a strong financial footing for the City into the future. In addition, staff will continue exploring a variety of options to ensure the City's long-term fiscal sustainability and ways to better serve the community.

FISCAL IMPACT

If the recommend changes to the budget are approved, the anticipated available balances of the General will increase by \$52,300 and the available balance of the Water Fund will decrease by \$70,000.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

- A – FY 2018-19 Midyear Budget Review Summary
- B – FY 2018-19 Midyear Budget Review Revenue Adjustments
- C – FY 2018-19 Midyear Budget Review Operating Expenditure Adjustments

FY 2018-19 Midyear Budget Review
Summary

General Fund

	Original Adopted Budget	Proposed Midyear Budget	Change Favorable / (Unfavorable)	
			\$	%
Revenues	45,585,000	47,388,800	1,803,800	4.0%
Expenditures				
Departmental	47,131,900	47,903,400	(771,500)	-1.6%
Non-Recurring	783,100	833,100	(50,000)	-6.4%
Interfund Transfers	1,000,000	2,800,000	(1,800,000)	-180.0%
	48,915,000	51,536,500	(2,621,500)	-5.4%
Operating Surplus / (Deficit)	\$ (3,330,000)	\$ (4,147,700)	\$ (817,700)	24.6%
One-Time Items				
DOF Loan Repayment to City*	2,800,000	4,200,000	1,400,000	50.0%
Use of Economic Contingency Reserve	530,000	-	(530,000)	-100.0%
Total	3,330,000	4,200,000	870,000	26.1%
Net Change in Available Fund Balance	\$ -	\$ 52,300	\$ 52,300	-

* Net amount to the General Fund after 20% transfer to the Housing Assets Fund as required.

Water Fund

	Original Adopted Budget	Proposed Midyear Budget	Change Favorable / (Unfavorable)	
			\$	%
Revenues	13,545,900	13,545,900	-	0.0%
Expenditures				
Department	11,523,300	11,593,300	(70,000)	-0.6%
Interfund Transfers	1,261,300	1,261,300	-	0.0%
CIPs	761,300	761,300	-	0.0%
	13,545,900	13,615,900	(70,000)	-0.5%
Surplus / (Deficit)	\$ -	\$ (70,000)	\$ (70,000)	-

**2018-19 Midyear Budget Review
General Fund Revenues**

Account Number	Revenue Source	Actual FY 2017-18	Approved Budget FY 2018-19	Midyear Budget FY 2018-19	Approved FY 18-19 vs. Midyear FY 18-19 Variance	
					\$	%
	<u>Taxes</u>					
411010	Property	\$ 2,487,600	\$ 2,524,000	\$ 2,524,000	\$ -	0.0%
411020	Property - Pass Thru to City	1,340,503	1,350,000	1,350,000	-	0.0%
411060	Utility User's Tax (UUT)	6,523,816	6,500,000	6,586,000	86,000	1.3%
411030	Sales & Use	25,905,733	25,730,000	25,730,000	-	0.0%
411035	Transactions & Use (Measure Y)	-	-	2,000,000	2,000,000	N/A
411500	Transient Occupancy	162,224	166,000	166,000	-	0.0%
411040	Franchise	3,019,135	2,965,000	3,182,800	217,800	7.3%
411050	Business Operations	786,618	805,000	805,000	-	0.0%
411530	Property Transfer	302,560	245,000	245,000	-	0.0%
411510	Oil Well	153,670	154,000	154,000	-	0.0%
411520	Barrel	312,934	350,000	350,000	-	0.0%
	Total Taxes	40,994,793	40,789,000	43,092,800	\$ 2,303,800	5.6%
	<u>Use of Money & Property</u>					
415200	Interest Earnings	235,746	450,000	450,000	-	0.0%
415300	Rentals	190,863	100,000	100,000	-	0.0%
415310	Ground Lease	652,007	710,000	710,000	-	0.0%
415320	Development	157,000	106,000	106,000	-	0.0%
	Total Use Of Money & Property	1,235,616	1,366,000	1,366,000	\$ -	0.0%
	<u>State Subventions</u>					
415100	Vehicle In Lieu Taxes	1,863,969	1,930,000	1,930,000	-	0.0%
	Total State Subventions	1,863,969	1,930,000	1,930,000	\$ -	0.0%
	<u>Other</u>					
415900	Other	34,370	-	-	-	0.0%
415330	Water Utility Lease Payment	1,000,000	1,000,000	1,000,000	-	0.0%
810000	Trans from Emp Benefits Fund	-	500,000	-	(500,000)	-100.0%
	Total Other	1,034,370	1,500,000	1,000,000	\$ (500,000)	-33.3%
	Total General Fund	\$ 45,128,748	\$ 45,585,000	\$ 47,388,800	1,803,800	4.0%

**FY 2018-19 Midyear Budget Review
Expenditure Adjustments**

Attachment C

Budget Adjustment
Expenditure
Increase/(Decrease)

Description

General Fund

Previously Approved Budget Adjustments:

Planning - Nonrecurring Contractual Services (CRIA Evaluation)	\$ 15,000
Police - Adjust Lease Financing Debt Service	9,300
Fire-Rescue - Apparatus Mechanical Repair (Adjusted for Rounding)	45,800
Finance - Measure Y Implementation and Administration Costs (State of CA)	175,000
Net Costs /(Savings)	245,100

Proposed Midyear Adjustments:

Operating/Departmental Expenditures

Community Services

PRS - Increase in Contributions for Tree Lighting Event	(14,500)
PRS - Increase in Contractual Services for Tree Lighting Event	14,500
FHS - Decrease in Heritage Park Café Revenue	6,000
FHS - Decrease in Facility Use Revenue	19,700
FHS - Decrease in Contractual Services for Fiestas Event	(11,500)
Net Costs /(Savings)	14,200

Planning

Pln - Decrease in Plan Check and Inspection Fees	15,400
Pln - Increase in Various Fees/Revenue	(185,000)
Pln - Increase in Contractual Services	20,000
Net Costs /(Savings)	(149,600)

Public Works

Eng - Decrease in Excavation Permit Revenue	200,000
Maint - Increase in Costs for Repair of Windmill at Heritage Park	40,000
Maint - Increase in Costs to Covert Park Lights to LED for Public Safety	15,000
Net Costs /(Savings)	255,000

Finance

HR - Increase in Legal Costs	30,000
Fin - Eliminate Planned Transfer from Insurance Stabilization Fund	376,800
Net Costs /(Savings)	406,800

General Fund - Total Expenditure Adjustments	\$ 771,500
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Water Fund

Operating/Departmental Expenditures

PW Water - Increase in Contractual Services for Water Rate Study	\$ 70,000
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Water - Total Expenditure Adjustments	\$ 70,000
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City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

March 14, 2019

NEW BUSINESS

Traffic Enforcement Officer Detail-Pilot Program Update

RECOMMENDATION

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

BACKGROUND

Presentation to the City Council as to the results of the Traffic Enforcement Officer Detail – Pilot Program.

On June 14, 2018, the City Council approved the addition of a Whittier Police Officer dedicated to traffic enforcement on overtime as a result of community concerns regarding unsafe driving, and the need to assist the sole Traffic Officer assigned to the City with traffic complaints and daily calls for service. The "pilot program" began in early June of 2018 and ended late February 2019; expending the entire general fund appropriation (\$50,000).

Targeted enforcement was generally conducted on a weekly basis for approximately 20 hours per week. The assignment was intended for traffic enforcement only, unless an emergency arose (i.e. lifesaving efforts needed, shooting, officer requests emergency assistance, etc.). In addition, enforcement occurred weekdays, both mornings and afternoons for a broader impact, and based on traffic collision data, complaints from the community, and any additional input from the City Council.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager



NEW BUSINESS

2018 General Plan Housing Element Annual Progress Reports

City of Santa Fe Springs General Plan Housing Element Annual Progress Report.

RECOMMENDATION: That the City Council:

- Authorize staff to forward the 2018 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

BACKGROUND

The purpose of this item is for the Planning Commission to consider the status of the General Plan Housing Element Annual Progress Report (APR) for 2018, and the progress of its implementation, which needs to be reported to the California Department of Housing Community Development (HCD) and the Governor's Office of Planning and Research (OPR). Government Code Section 65400 establishes the requirement that each city and county prepare an annual report on the status the Housing Element, and the actions taken towards completion of the programs and status of the local government's compliance with the deadlines in its housing element.

Except for the Land Use Element of the City's General Plan which was adopted in 1993, all other elements (Open Space/Conservation, Safety Element, Circulation Element, Noise Element, and Environmental Element) of the General Plan were adopted in 1994. Local governments are required to keep their General Plans current and internally consistent. There is no specific requirement that a local government update its General Plan on any particular timeline, with the exception of the Housing Element, which is required to be updated as prescribed by State Law.

The City of Santa Fe Springs Housing Element 2014-2021(5th Cycle) was adopted by the City Council on January 30, 2014 and certified by HCD on February 18, 2014. The Housing Element establishes the City's strategy for meeting community housing needs for the period 2013-2021 and is one of seven integral and interrelated elements of the General Plan.

The 2018 Annual Report reflects the City's progress during the fifth year of the Regional Housing Need Allocation (RHNA) planning period (January 1, 2014 - October 1, 2021) for the 5th cycle Housing Element. The RHNA allocates the amount of housing growth each jurisdiction must plan for in their housing element by providing "adequate sites" through zoning. So long as a jurisdiction provides sufficient sites and does not impose constraints to development, it is not penalized for falling short of its RHNA target. However, pursuant to Government Code Section 65863, jurisdictions are required to

maintain an adequate sites inventory throughout the planning period¹. For example, to the extent that high density sites identified as accommodating the lower income RHNA are developed with fewer units or developed with market rate units, the jurisdiction will need to make up any shortfall on other sites at suitable densities to accommodate lower income units, including rezoning as necessary.

As presented in Table 1 below, Santa Fe Springs was allocated a total RHNA of 324 units for the planning period. During 2018, the City received applications and approved five accessory (second) dwelling units, the most applications ever received. Two of these accessory dwelling units were issued building permits in 2018, and can be counted towards the City's RHNA. A survey of guest houses and studio apartments for rent in Santa Fe Springs and surrounding communities indicates that market rents for accessory dwelling units fall within the level of affordability for low income households. In April 2018, the City expanded its multi-family sites inventory by rezoning 5.1 acres of Public Institutional to R-3-PD to accommodate a 128 unit apartment complex. Once the building permits are issued for this project, these units will also count towards the City's RHNA. Between March - July 2018, Certificates of Occupancy were issued for 18 townhome units; because building permits for these townhomes were issued in an earlier year, these units have already been credited towards Santa Fe Springs' RHNA.

During the first five years of the planning period (2014-2018), a total of 224 residential building permits have been issued in Santa Fe Springs, with all but the three accessory dwelling units addressing the City's above moderate income needs. As depicted in the last column of the Table, while the City has fulfilled its RHNA needs for above moderate income households, it has an unmet need for a total of 182 lower and moderate income units. The City will need to continue to provide sites for a mix of single-family, multi-family and mixed use housing, supported by a variety of programs to enhance affordability to accommodate its outstanding RHNA throughout the planning period.

Table 1: Regional Housing Needs Allocation Progress

Income Level	RHNA Allocation	Building Permits 2018	Building Permits 2014 - 2017	Remaining RHNA by Income Level
Very Low	82	0	0	82
Low	50	2	1	47
Moderate	53	0	0	53
Above Moderate	139	0	221	0
Total	324	2	222	182

¹"No Net Loss" planning law (Gov Code 65863) requires an adequate sites inventory to be maintained throughout the RHNA planning period. Jurisdictions are not permitted to approve projects at a lower residential density or at a higher income level than identified in the sites inventory unless the remaining sites in the housing element are adequate to address the outstanding RHNA by income category.

The City of Santa Fe Springs continues to actively implement the policies of the General Plan including the goals, policies and programs of the Housing Element. The APR represents the progress the City has made towards implementing the General Plan and Housing Element during the Calendar Year 2018 reporting period.

FISCAL IMPACT

No fiscal impacts are associated with the submittal of the 2018 General Plan Housing Element Annual Progress Report to HCD and OPR.

INFRASTRUCTURE IMPACT

No Infrastructure impacts are associated with the submittal of the 2018 General Plan Housing Element Annual Progress Report to HCD and OPR.



Raymond R. Cruz
City Manager

Attachments:

1. 2018 APR

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Santa Fe Springs	
Reporting Year	2018	(Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data.
 Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	82											82
	Non-Deed Restricted												
Low	Deed Restricted	50					1	2				3	47
	Non-Deed Restricted												
Moderate	Deed Restricted	53											53
	Non-Deed Restricted												
Above Moderate		139		156	51		14					221	
Total RHNA		324											
Total Units 44				156	51		15	2				224	182

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Santa Fe Springs
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Home Improvement Rebate Program	Pursue outside funding to support re-initiation of program. Seek to assist 100 homeowners.	Re-initiate program in 2014	Given funding constraints, the City has not re-initiated the program and has been re-evaluating the viability of the program over the long term.
2. Property Maintenance Program	Continue to bring properties into compliance; provide information on available rehabilitation assistance. Seek to complete 60 residential inspections on an annual basis.	2014-2021	During calendar year 2018, the City had a total of 43 residential code enforcement cases. The number of cases is lower than prior years due to a reduction in code enforcement officers.
3. Residential Rental Inspection Program	Continue the annual inspection of units; bring substandard units into compliance.	2014-2021	The Residential Rental Inspection Program was suspended in February 2016. There is discussion of bringing the program back.
4. Sale of HARP Properties	Transfer ownership of HARP properties to a non-profit for provision of first-time buyer units. Seek to provide two moderate income units.	2014-2015	The City conducted a lottery in April 2018 to select a very low income, first-time homebuyer for the rehabilitated HARP home at 9735 Bartley. The home was sold at an affordable housing cost (\$81,525), and will remain affordable for a 45 year period. The remaining HARP parcel at 9257 Millergrove will be sold to a non-profit for development with an affordable unit in 2019.
5. County Homeownership Program (HOP)	Advertise the availability of the HOP program and LACDC bi-lingual homebuyer seminars.	Update advertising materials by 2014	The City provides a description of the HOP program on its website, along with a link to the County LACDC program with application information and dates for homebuyer seminars.
6. Southern California Home Financing Authority (SCHFA)	Advertise the availability of the SCHFA program, along with a listing of participating lenders.	Update advertising materials by 2014	The City provides a description of the SCHFA program on its website, along with a link to the County LACDC program application information.
7. Mortgage Credit Certificate	Advertise the availability of the MCC program, along with a listing of participating lenders.	Update advertising materials by 2014	The City provides a description of the MCC program on its website, along with a link to the County LACDC website with program application information.

8. Affordable Housing Development Assistance	Enter into a DDA(s) on two City-owned sites for development with affordable housing. Seek to achieve a minimum of 100 affordable units, and waive application processing fees for projects with 10% ELI units.	For the Lakeland/Laurel site, enter in to a DDA in 2014 and complete construction by 2016. For 10934 Laurel, enter into a DDA by 2015 and complete construction by 2017.	The City has selected Habitat for Humanity and The Whole Child to develop both parcels, and is in the process of entering into an Exclusive Negotiating Agreement. The sites will be developed with a continuum of up to 125 units of affordable housing for formerly homeless families. Approximately 25 units will be transitional housing, 85 units will be permanent supportive housing, and 8-12 units will be affordable homeownership.
9. Housing Element Monitoring/Annual Report	Submit an annual Housing Element progress report to HCD. Monitor to ensure adequate sites to address RHNA throughout the planning period. Monitor redevelopment of R-3 properties.	First annual report due April 1, 2014. Ongoing monitoring of sites and R-3 properties in conjunction with project applications.	City has submitted its Annual Report for each year of the 2014-2021 Housing Element. City has selected a non-profit developer to provide approximately 125 lower income units on two City-owned R-3 parcels. In addition, in April 2018 the City expanded its multi-family sites by rezoning 5.1 acres of Public Institutional to R-3-PD to accommodate a 128 unit apartment complex.
10. Second Dwelling Unit	Implement City's ordinance to accommodate second units. Seek to achieve at least 3 new second units.	2014-2021	The City received applications and approved 5 second dwelling units in 2018, the most applications ever received. Two second units were issued building permits in 2018, and will count towards the City's RHNA. A March 2019 rent survey of guest houses and studio apartments for rent in Santa Fe Springs and surrounding communities identified listings ranging from \$750-\$1,350, all within the maximum affordable housing cost of \$1,359 for low income households. At unit sizes of 360 - 640 square feet, the second units approved in Santa Fe Springs are smaller than most units advertised in the rent survey.
11. Sustainability and Green Building	Provide education/outreach to residents and development community on CALGREEN. Advertise available energy conservation programs to residents.	Update advertising materials by 2014	The City website provides information on CALGREEN, along with links to a number of websites for sustainability tips and resources, including information about recycling, proper disposal of electronic waste, energy and water conservation rebates.
12. Section 8 Rental Assistance	Continue participation in program and advertise through City Newsletter and dissemination of brochures; encourage landlords to register units.	Advertise program quarterly in City newsletter. Discuss with landlords in conjunction with annual Rental Inspection.	The City provides a description of the Section 8 program on its website, along with a link to the program on the HaCOLA website with program application information. As of February 2019, HaCOLA reports a total of 215 Santa Fe Springs residents participating in the Section 8 Housing Choice Voucher Program, including 6 tenants receiving Veterans Assistance vouchers and 4 tenants receiving Continuum of Care vouchers.
13. Preservation of Assisted Rental Housing	Monitor at-risk properties; as necessary, pursue alternative funding for rent subsidies and provide tenant education.	Contact at-risk property owners within one year of potential expiration.	No projects were at risk of conversion to market rate, with the earliest potential expiration not until 2025.
14. Zoning Ordinance Revisions	Amend the Zoning Code to make explicit provisions for transitional and supportive housing, emergency shelters, manufactured housing, community care facilities and SROs.	Adopt SB 2 related amendments in 2013, with the balance of Code amendments in 2014.	In March 2017, the city adopted a package of Zoning Code amendments to address zoning for a variety of housing types, as specified in the Housing Element. The city is currently working with Habitat for Humanity and The Whole Child to develop a continuum of affordable housing (approximately 125 units) on City owned sites, including transitional housing and supportive housing components.

15. Density Bonus	Adopt and maintain a density bonus ordinance and advertise on the City's website.	Adopt a local density bonus ordinance in 2013.	City Council updated its density bonus in 2017 for consistency with recent changes in State law. The City conducted a density bonus analysis of behalf of an applicant for an apartment project to encourage the inclusion of affordable units, but ultimately the applicant choose to build 127 market- rate apartments on the site, approved in April 2018.
16. CEQA Exemptions for Infill Projects	Continue to utilize categorical exemptions where appropriate, on a case-by-case basis.	2014-2021	While the City did receive an application for a residential infill project in 2018, the project involved the subdivision of a 12.8 acre site into 3 parcels for development with 127 apartment units on 1 parcel, and the continuation of school uses on the other 2 parcels. A mitigated negative declaration was prepared for the project to assess the environmental impacts on adjacent schools and surrounding residential uses.
17. Fee Deferrals and/or Waivers for Affordable Housing	Inform affordable housing developers that fee deferrals, reductions and waivers may be requested as an incentive. Amend the Code to waive application processing fees for projects with 10% ELI units.	Provide information on available fee incentives in conjunction with affordable projects. By the end of 2014, amend Code for ELI units.	City's density bonus ordinance identifies fee reductions as an eligible incentive. In addition, Section 155.739 of the Municipal Code provides for a waiver of Planning Department entitlement fees for projects with a minimum of 10% extremely low income units. The City will inform the Habitat for Humanity/Whole Child affordable housing project of the availability of these fee deferrals and incentives.
18. Zoning for Small Employees (6 or fewer)	Amend Zoning Code consistent with Employee Housing Act	Within two years of Housing Element adoption.	The City's Zoning Code provides zoning for small employee housing, consistent with the Employee Housing Act.
19. Fair Housing Programs	Promote the fair housing program through advertisement in the City newsletter, and through program brochures placed at public locations.	Advertise in City newsletter quarterly.	Brochures about fair housing services provided in Santa Fe Springs through the Housing Rights Center are provided at City Hall. In addition, the City provides links to the following fair housing resources on its website: California Department of Fair Employment and Housing; Los Angeles County Housing Resource Center; The Housing Rights Center; Neighborhood Legal Services of Los Angeles County; and Inner City Law Center.
20. Social Service Programs for Special Needs Groups	Maintain a proactive social service program; augment services as directed by the Social Services and Senior Citizens Advisory Committees.	2014-2021	The City has maintained an active social services program for its residents.
21. Reasonable Accommodation	Adopt and implement reasonable accommodation procedures; disseminate information on the City's website and at the public counter.	Adopt Code procedures in 2013, and begin disseminating information in 2014.	City Council adopted procedures for Reasonable Accommodation in 2013. The City has placed information on its website and has developed a handout on reasonable accommodation procedures.
22. Housing Opportunities for Persons Living with Disabilities	Coordinate with ELARC to publicize info on resources for housing and services in conjunction with future affordable housing projects, and apply for funds at least once during the planning period.	Publicize resources in 2014. Pursue funding in conjunction with affordable projects.	The City has placed links on its website to the following resources for housing and services for persons with disabilities: East Los Angeles Regional Center; A Community of Friends; and Corporation for Supportive Housing. The City will coordinate with Habitat for Humanity/Whole Child to access funding for project components that serve the disabled population.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

March 14, 2019

NEW BUSINESS

Authorize the Purchase of Two (2) 2019 Chevrolet Tahoe's

RECOMMENDATION That the City Council:

- Authorize the Director of Purchasing Services to purchase two (2) New 2019 Chevrolet Tahoe's by piggybacking off a cooperative contract through Sourcewell No.120716-NAF with National Auto Fleet Group; and
- Authorize a purchase order to be issued in the amount of \$99,251.47 for this transaction.

BACKGROUND

Replacement vehicles are budgeted annually to take the place of those that have reached the end of their mileage and/or service-use life cycle. In the FY 2018-19 Budget the City Council approved the replacement of one (1) Chevrolet Tahoe. The current unit 800, a 2015 Chevrolet Tahoe with 94,255 miles will be repurposed for use by the Battalion Chiefs as a Staff vehicle for response and recall for incident management support. The current Battalion Chief Staff vehicle will be utilized as a pool vehicle for administrative staff.

The City Manager traditionally receives use of a city vehicle; when our current City Manager was retained there was not an appropriate vehicle to provide for this purpose. The purchase of a second 2019 Chevy Tahoe will accomplish this; as part of the mid-year budget adjustments there is a \$50,000 appropriation covering the cost of this purchase.

The Director of Purchasing Services requests approval to authorize this purchase by "piggybacking" off a cooperative contract through Sourcewell contract No.120716-NAF from National Auto Fleet Group. The quoted amount includes all taxes, fees, and delivery.

FISCAL IMPACT

The City Council approved \$55,000 in the FY 2018-19 Budget for the acquisition of the Fire vehicle. There will be up-fit costs for equipment that doesn't transfer over from the old vehicle, those costs will be from taken from a separate Council approved budget line item of \$10,000 for vehicle upgrades.

The second vehicle will be funded by an appropriation of \$50,000 as part of the mid-year budget adjustments.



City of Santa Fe Springs
City Council Meeting

March 14, 2019

A handwritten signature in blue ink, which appears to read "Raymond R. Cruz", is written over the printed name.

Raymond R. Cruz
City Manager

Attachment(s)
Cooperative Contract Quote, and specifications



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/26/2019

Quote ID: **17496 R1**

Order Cut Off Date: **3/21/2019**

paul martinez
city of santa fe springs
finance

11710 TELEGRAPH RD

Santa Fe Springs, California, 90670

Dear paul martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2019 Chevrolet Tahoe (CC15706) 2WD 4dr LT,) and delivered to your specified location, each for

	One Unit	Extended Unit's (2)
Contract Price	\$45,312.31	\$90,624.63
Tax (9.5000 %)	\$4,304.67	\$8,609.34
Tire fee	\$8.75	\$17.50
Total	\$49,625.73	\$99,251.47

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE	
Code	Description
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
TRANSMISSION	
Code	Description
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode (STD)
AXLE	
Code	Description
GU4	REAR AXLE, 3.08 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
1LT	LT PREFERRED EQUIPMENT GROUP, Includes Standard Equipment
TIRES	
Code	Description
RKX	TIRES, P265/65R18 ALL-SEASON, BLACKWALL, (STD)
PAINT	
Code	Description
GAZ	SUMMIT WHITE
PAINT SCHEME	
Code	Description
ZY1	PAINT SCHEME, SOLID APPLICATION
SEAT TYPE	
Code	Description
AN3	SEATS, FRONT BUCKET WITH LEATHER-APPOINTED SEATING, heated seat cushions and seat backs, 10-way power driver and passenger seat includes 6-way power cushions, driver seat 2-position memory, 2-way power lumbar control and power recline (STD)

SEAT TRIM

Code	Description
H2V	JET BLACK/DARK ASH, LEATHER-APPOINTED SEAT TRIM

RADIO

Code	Description
IO5	AUDIO SYSTEM, 8" DIAGONAL COLOR TOUCH-SCREEN WITH CHEVROLET INFOTAINMENT, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

ADDITIONAL EQUIPMENT

Code	Description
VKW	LPO, FRONT CONSOLE ORGANIZER, storage bin (dealer-installed)
VAV	LPO, ALL-WEATHER FLOOR MATS, (dealer-installed)
VLI	LPO, REAR CARGO MAT, ALL-WEATHER, (dealer-installed)

SUSPENSION PKG

Code	Description
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE, (STD)

WHEEL TYPE

Code	Description
PZX	WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) ALUMINUM WITH HIGH-POLISHED FINISH, (STD)

2019 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr LT

WINDOW STICKER

2019 Chevrolet Tahoe 2WD 4dr LT

CODE	MODEL	MSRP
CC15706	2019 Chevrolet Tahoe 2WD 4dr LT	\$53,000.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode (STD)	\$0.00
GU4	REAR AXLE, 3.08 RATIO	\$0.00
1LT	LT PREFERRED EQUIPMENT GROUP, Includes Standard Equipment	\$0.00
RKX	TIRES, P265/65R18 ALL-SEASON, BLACKWALL, (STD)	\$0.00
GAZ	SUMMIT WHITE	\$0.00
ZY1	PAINT SCHEME, SOLID APPLICATION	\$0.00
AN3	SEATS, FRONT BUCKET WITH LEATHER-APPOINTED SEATING, heated seat cushions and seat backs, 10-way power driver and passenger seat includes 6-way power cushions, driver seat 2-position memory, 2-way power lumbar control and power recline (STD)	\$0.00
H2V	JET BLACK/DARK ASH, LEATHER-APPOINTED SEAT TRIM	\$0.00
IO5	AUDIO SYSTEM, 8" DIAGONAL COLOR TOUCH-SCREEN WITH CHEVROLET INFOTAINMENT, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	\$0.00
VKW	LPO, FRONT CONSOLE ORGANIZER, storage bin (dealer-installed)	\$45.00
VAV	LPO, ALL-WEATHER FLOOR MATS, (dealer-installed)	\$235.00
VLI	LPO, REAR CARGO MAT, ALL-WEATHER, (dealer-installed)	\$85.00
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE, (STD)	\$0.00
PZX	WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) ALUMINUM WITH HIGH-POLISHED FINISH, (STD)	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$53,365.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,295.00
TOTAL PRICE	\$54,660.00

Est City: 15 MPG
Est Highway: 22 MPG
Est Highway Cruising Range: 572.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
GVWR, 7100 lbs. (3221 kg) (Requires 2WD model.)
E85 FlexFuel capable (Included and only available with Fleet or Government order types.)
Differential, heavy-duty locking rear
Rear wheel drive
Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Battery, 720 cold-cranking amps with 80 amp hour rating
Alternator, 150 amps
Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
Trailer sway control
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Hill Start Assist

EXTERIOR

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) aluminum with high-polished finish
Tires, P265/65R18 all-season, blackwall
Tire, spare P265/70R17 all-season, blackwall
Wheel, full-size spare, 17" (43.2 cm) steel
Tire carrier, lockable outside spare, winch-type mounted under frame at rear
Active aero shutters, front
Fascia, front body-color
Fascia, rear body-color ((PCK) Luxury Package and (PDA) Texas Edition Package includes trailer hitch close out.)
Luggage rack side rails, roof-mounted
Assist steps, Black (Premier includes chrome accent strip) (Deleted when (PDR) LT Signature Package, (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)
IntelliBeam, automatic high beam on/off
Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, acoustic, laminated
Glass, deep-tinted
Wipers, front intermittent, Rainsense
Wiper, rear intermittent with washer
Liftgate, power

ENTERTAINMENT

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack
Audio system feature, single-slot CD/MP3 player (Replaced by (U42) rear seat entertainment system when (U42) is ordered.)
Audio system feature, Bose premium 9-speaker system with subwoofer in center console
SiriusXM Radio Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change.)
Radio, HD
Bluetooth for phone personal cell phone connectivity to vehicle audio system
Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)
Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

INTERIOR

Seats, front bucket with leather-appointed seating heated seat cushions and seat backs, 10-way power driver and passenger seat includes 6-way power cushions, driver seat 2-position memory, 2-way power lumbar control and power recline
Seat trim, leather-appointed front seats
Seat adjuster, front passenger 6-way power
Memory settings recalls presets for driver power seat adjuster and pedals (When (PCK) Luxury Package or (PDA) Texas Edition Package are ordered, also includes memory presets for outside rearview mirrors and power steering column.)

Seats, second row 60/40 split-folding bench, manual
Seat, third row manual 60/40 split-folding bench, fold flat (Not included when (PCK) Luxury Package or (PDA) Texas Edition Package are ordered.)
Console, floor with storage area, cup holders and auxiliary jack
Floor covering, color-keyed carpeting
Floor mats, color-keyed carpeted first and second row, removable
Steering column, manual tilt and telescopic
Steering wheel, leather-wrapped
Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls
Driver Information Center, 4.2" diagonal multi-color
Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on
Door locks, power programmable with lockout protection and delayed locking
Remote Keyless Entry, extended-range (Not included when (PCK) Luxury Package or (PDA) Texas Edition Package are ordered.)
Remote vehicle start
Windows, power, with Express-Down and Express-Up on front doors and lock out features
Cruise control, electronic with set and resume speed
Universal Home Remote includes garage door opener, programmable
Pedals, power-adjustable for accelerator and brake
Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers
Defogger, rear-window electric
Power outlet, 110-volt
Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area
Mirror, inside rearview auto-dimming
Conversation mirror (Deleted when (UTT) Theft Protection Package is ordered.)
Assist handles, 1st row passenger and 2nd row outboard seats
Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions.
Cargo management system
Cargo net

SAFETY

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist
Low Speed Forward Automatic Braking
StabiliTrak, stability control system with brake assist, includes traction control
Daytime Running Lamps, with automatic exterior lamp control
Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety

systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Door locks, rear child security

Safety Alert Seat

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

Forward Collision Alert

Lane Keep Assist with Lane Departure Warning

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert.

Theft-deterrent system, electrical, unauthorized entry

PACKAGE

Enhanced Driver Alert Package includes (UEU) Forward Collision Alert, (TQ5) IntelliBeam headlamps, (UHY) Low Speed Forward Automatic Braking, (UHX) Lane Keep Assist with Lane Departure Warning and Safety Alert Seat



City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

March 14, 2019

NEW BUSINESS

Town Center Plaza Improvements – Status Update

RECOMMENDATION

That the City Council approve the updated Town Center Plaza Improvements Site Plan for Zone 1 (City Hall West Parking Lot).

BACKGROUND

At the November 10, 2016 Study Session, the City Council approved the design for Town Center Plaza Improvements, Zone 1, City Hall West Parking Lot. The City Council's action included the elimination of the public kiosk at the City Hall west entrance, and elimination of the relocation of four (4) flag poles adjacent to the proposed City Hall monument sign.

Staff provided a status report to the CIP Subcommittee at their February 13, 2019 meeting on the Town Center Plaza Improvements. The project plans are approximately 50% complete, and the project estimated cost is \$2.2 million.

The CIP Subcommittee directed staff to provide the City Council the CIP Subcommittee's recommendation to update Zone 1 site plans to include the following:

- Relocate four (4) flag poles adjacent to the new City monument sign;
- Remove four (4) flag poles currently located in Zone 2;
- Install a public notice kiosk in City Hall west entrance;

The site plans identifying recommended actions are attached, and the estimated costs for the above-noted improvements is \$62,000, and is summarized below:

Removal and installation of four (4) flag poles	\$	34,500
Installation of an American flag pole	\$	6,500
Installation of a public notice kiosk	\$	21,000
Total:	\$	62,000

The final site plans for Town Center Plaza Improvements for Zone 1 will be presented to City Council for approval, once they are complete.

FISCAL IMPACT

The City Council has approved \$513,000 for the Town Center Plaza Improvements. Staff will request additional funding when the City Council considers awarding a contract to construct the improvements.

INFRASTRUCTURE IMPACT

The Town Center Plaza Improvements will provide improved accessibility to City Hall for residents, businesses and other visitors. Also, these improvements will enhance

Report Submitted By:

Noe Negrete
Director of Public Works

A blue ink signature of Noe Negrete.

Date of Report: March 5, 2019

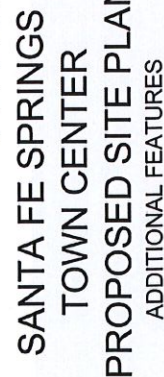
the safety for all visitors during inclement weather. Finally, the improvements will provide a focal point to the Town Center Plaza and the many resources and programs available to the community.



Raymond R. Cruz
City Manager

Attachments:

Exhibit 1 – Town Center Plaza Improvements – Site Plan Zone 1



CONCLUSIONS The following conclusions can be drawn from the above:



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18

March 14, 2019

NEW BUSINESS

Santa Fe Springs Road Street Improvements - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

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

BACKGROUND

The Santa Fe Springs Road Street Improvements project encompasses the boundaries from Los Nietos Road to the northern city limit (Railroad Crossing). The project consists of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete pavement on cement stabilized pulverized base thereon. The paving supports heavy repetitive loads and increases pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of stormwater screen covers.

The construction cost estimate for the Santa Fe Springs Road Street Improvements project is \$2,185,000. The total project costs include construction; design, engineering, inspection, and contingency are \$2,607,000.

The estimate is from the most current costs of similar street rehabilitation projects in the area. The total project costs are noted as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 2,185,000
Design	\$ 62,000
Engineering	\$ 66,000
Inspection	\$ 76,000
Contingency (10%)	\$ 218,000
Total Project Cost:	\$ 2,607,000

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Santa Fe Springs Road Improvements project is an approved Capital Improvement Plan (CIP) Bond funded project with an original budget of \$2,359,496. The total estimated project cost has exceeded the original budget by approximately \$247,500, due to an increase in the pavement structural section. Staff may recommend an appropriation of funds at the time of Award of Contract, if necessary.

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: March 7, 2019

INFRASTRUCTURE IMPACT

The Santa Fe Springs Road Improvements rehabilitation project will improve the condition of the existing roadway, enhance operational safety and reduce maintenance costs.



Raymond R. Cruz
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 19

March 14, 2019

NEW BUSINESS

Ann Street Improvements - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

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

BACKGROUND

The Ann Street Improvements project is from Sorensen Avenue to Santa Fe Springs Road and from Sorensen Avenue to the southerly Cul-De-Sac. The project consists of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete pavement on cement stabilized pulverized base thereon. The paving supports heavy repetitive loads and increases pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of stormwater screen covers.

The construction cost estimate for the Ann Street Improvements project is \$680,000. The total project costs include construction, design, engineering, inspection, and contingency are \$890,000.

The estimate is from the most current costs of similar street rehabilitation projects in the area. The total project costs are noted as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 680,000
Design	\$ 42,000
Engineering	\$ 48,000
Inspection	\$ 52,000
Contingency (10%)	\$ 68,000
Total Project Cost:	\$ 890,000

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications is on file with the City Clerk.

FISCAL IMPACT

The Ann Street Improvements project is an approved Capital Improvement Plan (CIP) Bond funded project with an original budget of \$890,340. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: March 7, 2019

INFRASTRUCTURE IMPACT

The Ann Street Improvement project will improve the condition of the existing roadway, enhance operational safety and reduce maintenance costs.



Raymond R. Cruz
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

March 14, 2019

NEW BUSINESS

Carmenita Road and Cambridge Street Approval of Reimbursement and Construction Agreement with Cambridge Springs, LLC for Traffic Signal and Street Improvement Costs

RECOMMENDATION

That the City Council take the following actions:

- Approve the Reimbursement and Construction Agreement with Cambridge Springs, LLC for the Traffic Signal and Street Improvement Costs at Carmenita Road and Cambridge Street; and
- Authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

On May 11, 2015, the Planning Commission approved DPA No. 893 for building and related improvements at 13341 Cambridge Street by Cambridge Springs, LLC. The Conditions of Approval require that Cambridge Springs, LLC, pay all costs associated with the installation of a new traffic signal and related street improvements at the intersection of Cambridge Street and Carmenita Road. Additionally, the Conditions of Approval stipulate responsibility of the design and construction of the traffic signal and street improvements on the City. Therefore, the City and Cambridge Springs, LLC, mutually agreed that it would be beneficial to have Cambridge Springs, LLC, contract for the design and construction of the traffic signal and that the City would provide plan review and construction oversight. However, due to the existence of a Burlington Northern Santa Fe (BNSF) Railroad grade crossing within 160 feet of the proposed signal, it was necessary to receive permits and approvals from BNSF. BNSF's involvement with the signal project delayed installation of the traffic signal approximately two years and added significant costs as well. In an effort to recoup excess project costs, Cambridge Springs LLC approached the City with a 15-year reimbursement and construction agreement stipulating the City condition future development projects along Cambridge Street pay a predetermined amount based on the development parcel's area square footage. A list of the specific parcels and the assessed amounts is included in Section III of the Agreement. The City will collect funds from future developments, and upon request from Cambridge Springs, LLC, will disburse collected funds to Cambridge Springs, LLC.

Cambridge Springs, LLC's contractor has begun installation of the traffic signal and related improvements. BNSF installation of crossing protection gates and other railroad signal improvements is scheduled for completion in May 2019. The installation of the traffic signal and related improvements at Carmenita Road and Cambridge Street will benefit all of the seven (7) businesses located along Cambridge Street by providing a signalized entrance/exit onto Carmenita Road.

Staff collaborated with Cambridge Springs to develop the Agreement and recommends that the City Council approve the agreement.

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: March 7, 2019

LEGAL REVIEW

The City Attorney's office has reviewed the Reimbursement and Construction Agreement with Cambridge Springs, LLC for the Traffic Signal and Street Improvement Costs at Carmenita Road and Cambridge Street.

FISCAL IMPACT

There is no Fiscal Impact to the City in that the City will only collect the funds noted in the Agreement when and if development occurs along the seven parcels located on Cambridge Street and then disburse collected funds to Cambridge Springs, LLC.



Raymond R. Cruz
City Manager

Attachment:

Exhibit A – Reimbursement and Construction Agreement

EXHIBIT A

**REIMBURSEMENT AND CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND
CAMBRIDGE SPRINGS, LLC
FOR THE TRAFFIC SIGNAL INSTALLATION AND STREET
IMPROVEMENTS AT CARMENITA ROAD AND CAMBRIDGE STREET**

This Agreement, made and entered into this 14th day of March, 2019, by and between the City of Santa Fe Springs, a California municipal corporation, State of California, ("City") and Cambridge Springs, LLC, a California corporation, ("Developer").

WITNESSETH

WHEREAS, Developer is constructing a development project at 13341 Cambridge Street ("Development") and has applied for and received development approval for the Development Plan Approval No. 893; and

WHEREAS, a condition of approval of DPA No.893 is that a traffic signal be installed, along with related street improvements, at and near the intersection of Carmenita Road and Cambridge Street ("Project") to mitigate the traffic impacts of the Development and potential future developments; and

WHEREAS, the Project shall be constructed by Developer on City property and on an area of BNSF Railway Company ("Railway") property that has been licensed to City ("License");

WHEREAS, the impacts of future development along Carmenita Road and Cambridge Street will also be mitigated by the Project, which will necessarily reduce the cost of mitigation measures for future developments; and

WHEREAS, as a condition of approval for the Development, Developer is required to construct the Project which is more particularly described in Exhibit "1" attached hereto and incorporated herein by reference; and

WHEREAS, once the Project, further described in Exhibit "1", is completed and accepted by the City, City shall take ownership and possession of the Project; and

WHEREAS, the total cost for the construction of the Project is estimated to be in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) and it is further estimated that the portion of the total cost of the Project that its related to the Development is three hundred seventy-one thousand and twenty seven dollars (\$371,027.00) with an excess amount of five hundred seventy-eight thousand nine hundred seventy-three dollars (\$578,973 .00) to be proportioned and assessed against future development ("Excess Cost"); and

WHEREAS, in the event of future development along Carmenita Road and Cambridge Street, that will be benefited by the Project, Developer seeks reimbursement for the Excess Cost.

NOW, THEREFORE, the parties hereby agree as follows:

I. TERM.

This Agreement shall commence on the date first above-mentioned and shall remain and continue in effect for fifteen (15) years unless Developer is reimbursed for the total Excess Cost prior to that date in which case this agreement shall terminate automatically.

II. COLLECTION OF TRAFFIC SIGNAL BENEFIT FEES.

The City shall condition approval on any future development projects, that are subject to discretionary review, which are located on certain parcels, noted below in Paragraph III, that benefit from the Project to pay an amount that the City determines, based on the calculation set forth in Paragraph III below, is assignable to the future project for its portion of the Excess Cost for the construction of the Project.

III. CALCULATION.

The calculation of Developer's and the future development portions of the total estimated cost of the Project is based on the amount of area per parcel on Cambridge Street west of Carmenita Road. At the time of this Agreement, the following are the parcels that would be subject to the assessment for any future development, on these parcels or on any parcel(s) that are hereafter created from any of these parcels, pursuant to the following Calculation. Future Development shall mean any of the following: (1) construction on thirty-five percent (35%) or more of the total square footage of a parcel; (2) construction or reconstruction following demolition of thirty-five percent (35%) or more of an existing structure on the parcel. There are a total of seven (7) parcels that will be apportioned of the Excess Costs on a square footage basis (657,425 SF total). The parcels are as follows:

	<u>APN</u>	<u>Area (SF)</u>	<u>Address</u>	<u>Amount</u>
1.	8059-001-020	18,989	13729 Carmenita Road	\$ 16,723
2.	8059-001-019	49,139	13344 Cambridge Street	\$ 43,275
3.	8059-001-022	59,907	13320 Cambridge Street	\$ 52,758
4.	8059-001-021	35,639	13302 Cambridge Street	\$ 31,386,
5.	8059-001-003	79,238	13230 Cambridge Street	\$ 69,782
6.	8059-001-012	100,579	13220 Cambridge Street	\$ 88,577
7.	8059-001-017	313,934	13215 Cambridge Street	\$ 276,472

IV. REQUEST FOR REIMBURSEMENT PROCEDURE.

Developer may, no more often than once a year, make a written request for reimbursement in accordance with this Agreement. Within 90 days of receipt of written request, the City shall determine the amount Developer is entitled to and shall reimburse Developer in accordance with its standard accounting procedures. Once the City determines a payment is due, the City shall use best efforts to reimburse Developer within 60 days of determination.

V. ACCOUNTING.

Within 90 days completion of construction, the Developer shall furnish the City Engineer itemized, receipted bills covering all costs of said work from which the total cost of the Project included in said work can be determined and the amount of the reimbursement ascertained. The City shall have 90 days from receipt of the aforementioned bills from Developer to object to the adequacy of the documentation. If City does not object to Developer's documentation within 90 days of Developer's submittal, Developer's documentation shall be deemed sufficient. However, if there is a disagreement between the parties as to the adequacy of the aforementioned documentation, the parties agree to make reasonable efforts to come to agreement on the adequacy of the documentation. If an agreement cannot be reached between the parties within

one hundred twenty (120) days of City receiving the aforementioned documentation, the calculation shall be based on whichever is lower, the estimate of (\$950,000.00) or the documented costs ("Estimated Costs"). If the agreed upon documented costs are different from the Estimated Costs an amendment to the Agreement shall be executed by the parties to revise the calculations in Section III herein.

VI. CITY NOT GUARANTOR.

It is agreed and understood between the City and the Developer that the reimbursement provided for in this agreement shall not be a charge against the general funds or any funds of the City, and shall not bear interest, and that the Developer shall look only to payment made or applicable fees collected for the Project pursuant to Paragraph III, computed at current cost index, as determined by the City Engineer. This Agreement shall not alter any other obligations of Developer which may exist nor does Developer obtain a vested right to develop the property for which any land use approval is required.

VII. CONSTRUCTION

a. **Liability.** The City shall not, nor any officer or employee thereof, be liable for any persons or property injured in connection with the construction of the Project, but all of said liabilities shall be assumed by the Developer, except if such injuries are caused by the gross negligence or willful misconduct of the City

b. **Independent Contractor.**

1. Developer is and shall at all times remain as to the City a wholly independent contractor. Any work performed by Developer shall at all times be under Developer's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Developer or any of Developer's officers, employees, or agents except as set forth in this Agreement. Developer shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Developer shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

2. No employee benefits shall be available to Developer in connection with the performance of this Agreement. Except for the fees paid to Developer as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Developer for performing services hereunder for City. City shall not be liable for compensation or indemnification to Developer for injury or sickness arising out of performing services hereunder.

c. **Project Plans and Construction.** Developer has prepared a full set of plans for the Project that are consistent with City Standards. Said plans have been submitted to the City and have been approved by the City. Developer shall furnish all necessary labor, tools, materials, appliances, and equipment to complete the project and will construct the Project. The construction of the Project shall be inspected by City. Developer is responsible for obtaining the necessary permit(s) for the project from the City's Public Works Department. In addition, Developer shall comply with all of the provisions and requirements of Grade Crossing Signal Installation Agreement and License Agreement for Electrical Supply between City and Railway, which are Exhibit "2" and Exhibit "3" attached hereto and incorporated herein, when constructing the portion of the Project that is located in the Railway License area, minus the Railroad Protective Liability Insurance clause.

d. Insurance. The Developer shall not commence Project construction work under this contract until he/she has obtained all insurance required hereunder from an insurance company or companies acceptable to CITY nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required of the sub-contractor has been obtained. The Developer shall take out and maintain at all times during the construction of the Project the following policies of insurance:

1. Workers' Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.
2. Commercial General Liability with a combined single limit of not less than \$2,000,000 per occurrence, and general aggregate of not less than \$6,000,000. Such insurance shall:
 - a. Include products and completed operations liability, owners and contractor protective, blanket contractual liability, and personal injury liability.
 - b. Name the CITY as additional insured;
 - c. Be primary for all purposes;
 - d. Contain standard cross liability provisions.
3. Automobile liability insurance with limits not less than \$1,000,000 per occurrence, and with a general aggregate of not less than \$2,000,000.

Such insurance shall be issued by a company or companies, authorized to transact business in the State of California. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

Such insurance shall be issued by a surety company or companies authorized to transact business in the State of California.

The Developer shall during the construction of the Project:

1. Furnish a properly-executed certificate of insurance, which certificate shall clearly evidence all coverage required above and provide that such insurance shall not be terminated nor expire except on (30) days prior written notice to the City.
2. Maintain such insurance from the time work first commences until completion of work under this agreement.
3. Replace such certificate for policies expiring prior to completion of work under this agreement.
4. The policy of insurance provided for shall contain an endorsement which:
 - (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.2 (b) hereof to be listed as additional insureds in the policy of insurance provided for by reason of any claim arising out of or connected with the operations of

Developer or any subcontractor in performing the work provided for herein;

(2) Provides it shall not be cancelled without thirty (30) days written notice to CITY of cancellation.

(3) The Developer shall at the time of the execution of the contract present the original policies of insurance required or present a certificate of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein

e. Indemnity.

1. Except for the negligence or willful misconduct of the City, Developer shall save, keep, and hold harmless CITY, its employees, officers, volunteers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury, received by reason of or in the course of performing the construction of the Project, which may be occasioned by any willful or negligent act or omission by the Developer, any of the Developer's employees, officers, agents and volunteers or any subcontractor. CITY will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.
2. Developer further 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 the herein Agreement, 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.

f. Prevailing Wage: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Developer is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the CITY, 11710 E. Telegraph Road, Santa Fe Springs, California, and are available to any interested party on request. CITY also shall cause a copy of such determinations to be posted at the job site.

g. Once the Project is completed and is inspected and accepted by the City, the City shall take sole exclusive ownership and possession of the Project, without payment therefore.

VIII. SECURITY

Developer shall, at all times, guarantee its performance of this Agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

a. To ensure a faithful performance of this Agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and

b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of up to 100% of the estimated cost of construction of the improvements; and

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the amount of up to 10% of the estimated cost of construction of the improvements; and

d. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance thereof by the City.

The security required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents required by this Agreement are hereby incorporated in this Agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City. The security which guarantees payment to contractor, sub- contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the City, less the total of all claims to which the City has been given proper notice. The security may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application therefor by the Developer.

IX. NOTICES.

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, California 90670
Attention: City Manager

To Developer:

Cambridge Springs, LLC
13116 Imperial Hwy
Santa Fe Springs, CA 90670
Attention: Moshe Sassover

X. ASSIGNMENT.

The Developer shall not assign its obligations for construction of the project without prior written consent of the City, but may assign its rights to monies hereunder without consent of the City.

XI. GOVERNING LAW.

The City and Developer understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Santa Fe Springs. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

XII. SEVERABILITY.

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

XIII. WAIVER.

The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

DEVELOPER
CAMBRIDGE SPRINGS, LLC

By: _____
Moshe Sassover, Manager

By: _____

Name

CITY OF SANTA FE SPRINGS
A California municipal corporation

By: _____
JUANITA TRUJILLO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED:

RICHARD L. ADAMS II, CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

March 14, 2019

PRESENTATION

Recognition of Santa Fe High School Girls Varsity Basketball Team.

RECOMMENDATION:

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

BACKGROUND

Santa Fe High School girls' varsity basketball team won the CIF-Southern Section Division 4A championship. They advanced to the second round of the state tournament and completed their season with 23 wins and 9 losses for their overall record.

Raymond R. Cruz
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

March 14, 2019

PRESENTATION

Proclamation – Declaring the month of March as Colorectal Cancer Awareness Month in the City of Santa Fe Springs

RECOMMENDATION

That the City Council:

- Declare the month of March as Colorectal Cancer Awareness Month in the City of Santa Fe Springs.

BACKGROUND

Colorectal cancer is one of only a few cancers that can be prevented with early detection by being screened regularly once an individual turns 50. Screenings allows doctors to locate and remove hidden growths called “polyps” before they can become cancerous. Despite being one of the most preventable and treatable forms of cancer, colorectal cancer remains the third-leading of cancer death in both men and women in the United States. Each year, tens of thousands of lives are lost to this disease.

Since President Clinton declared the month of March as National Colorectal Cancer Awareness Month back in February 2000, the movement to bring awareness to colorectal cancer has grown to become a unified rallying point. Thousands of patients, survivors, caregivers, and advocates come together to spread awareness by wearing blue during March, holding information sessions to educate friends and family on preventative screenings, and much more.

The Mayor may wish to call upon the City Clerk to read the proclamation.


Raymond R. Cruz
City Manager

Attachment(s)

1. Proclamation

WHEREAS, every year, more than 140,000 people are diagnosed with colorectal cancer and 90% of new cases occur in people 50 years or older; and

WHEREAS, people over 50, people with ulcerative colitis or Crohn's disease, and people with a family history of polyps or cancer are at greater risk of developing the disease; and

WHEREAS, maintaining a healthy weight, adopting a physically active lifestyle, incorporating a healthy diet, stopping the use of tobacco products, eating less red meat, and limiting alcoholic intake can reduce the risk of the disease; and

WHEREAS, talking to a medical professional early and taking advantage of the several types of screenings available can prevent the disease,

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does hereby proclaim the month of March as

Colorectal Cancer Awareness Month

In the City of Santa Fe Springs and encourages all residents to reduce the number of lives lost to colorectal cancer by getting informed of the symptoms, consulting with a doctor on preventative steps and options, and providing mental and emotional support to those currently fighting the illness.

Dated this 14th day of March, 2019.



City of Santa Fe Springs

City Council Meeting

March 14, 2019

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

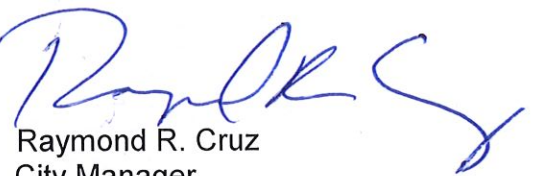
Committee	Vacancies	Councilmember
Beautification	1	Rounds
Beautification	5	Rodriguez
Beautification	3	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Rodriguez
Family & Human Services	1	Rounds
Historical	2	Rounds
Historical	3	Rodriguez
Historical	3	Trujillo
Historical	2	Zamora
Historical	2	Mora
Parks & Recreation	1	Mora
Parks & Recreation	1	Trujillo
Parks & Recreation	2	Zamora
Senior Citizens	3	Mora
Senior Citizens	2	Rodriguez
Senior Citizens	3	Trujillo
Sister City	1	Mora
Sister City	2	Rounds
Sister City	3	Rodriguez
Sister City	3	Zamora
Youth Leadership Committee	3	Rounds

Applications Received: Martha Villanueva for Senior Advisory Committee

Recent Actions: None

Attachments:

Prospective Members
Committee Lists


Raymond R. Cruz
City Manager

Prospective Members for Various Committees/Commissions

Beautification

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Martha Villanueva

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Juliet Ray	(20)
	Guadalupe Placencia	(19)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
Zamora	Vacant	
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	Vacant	(19)
	Vacant	
Rounds	Sadie Calderon	(20)
	Jeanette Lizaraga	(20)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	
Rodriguez	Vacant	
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	Vacant	
	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 Jun., 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
Mora	Martha Villanueva	(20)
	Margaret Bustos*	(20)
	Miriam Herrera	
Zamora	Gaby Garcia	(20)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Vacant	
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Rodriguez	Vacant	
	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
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	AJ Hayes	6/30/2021
Zamora	Larry Oblea	6/30/2019
Rounds	Richard Moore	6/30/2021
Rodriguez	Francis Carbajal	6/30/2021
Trujillo	Laurie Rios	6/30/2021

Committee Representatives

Beautification Committee	Jacqueline Martinez	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019

Council/Staff Representatives

Council Liaison	Bill Rounds
Council Alternate	Vacant
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Astrid Shesterkin	(20)
	Tony Reyes	(20)
	Vacant	
	Vacant	(20)
Zamora	Francis Carbajal	(19)
	Vacant	
	Vacant	
	Larry Oblea	(20)
Rounds	Vacant	
	Adrienne Matte	(20)
	Mark Scoggins*	(19)
	Vacant	(19)
Rodriguez	Vacant	
	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
Mora	Vacant	
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
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)
Rodriguez	Rudy Lagarreta Jr.	(20)
	Priscilla Rodriguez	(20)
	Lisa Garcia	(19)
	Sylvia Perez	(20)
	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	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2019
	Ron Biggs	6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernandez	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

Mora

Ken Arnold

Rounds

Ralph Aranda

Rodriguez

Francis Carbajal

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., 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
Mora	Paul Nakamura	(20)
	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Rebecca Lira	(20)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
Rounds	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Rodriguez	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Eduardo Duran	(20)
	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
Mora	Martha Villanueva	(20)
	Laurie Rios	(18)
	Vacant	
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(20)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(19)
	Vacant	
	Vacant	
Rodriguez	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	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

Mora

Bryan Collins

Rounds

Johana Coca

Rodriguez

Felix Miranda

Trujillo

Linda Vallejo

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Mora	Kharisma Ruiz	(20)
	Destiny Cornejo	(19)
	Zachary Varela	(20)
	Jazmine A. Duque	(19)
Zamora	Joseph Casillas	(20)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Abraham Walters	(21)
	Vacant	
	Vacant	
	Vacant	
Rodriguez	Angel M. Corona	(19)
	Jasmine Rodriguez	(21)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(20)
	Isaac Aguilar	(21)
	Andrew Bojorquez	(20)
	Alan Avalos	(21)