

### **AGENDA**

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

April 23, 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.

# City of Santa Fe Springs Adjourned Regular Meetings

April 23, 2019

### 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

### **PUBLIC FINANCING AUTHORITY**

3. CONSENT AGENDA

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

a. Minutes of the March 28, 2019 Public Financing Authority

**Recommendation:** That the Public Financing Authority:

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

**Recommendation:** That the Public Financing Authority:

Receive and file the report.

### WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

a. Minutes of the March 28, 2019 Water Utility Authority

**Recommendation:** That the Water Utility Authority:

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

Recommendation: That the Water Utility Authority:

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

**Recommendation:** That the Water Utility Authority:

· Receive and file the report.

### **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 Housing Successor.

Minutes of the March 28, 2019 Housing Successor

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 Successor Agency.

Minutes of the March 28, 2019 Successor Agency

**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 March 21, 2019 and March 28, 2019 Special and Regular City Council Meetings

Recommendation: That the City Council:

- Approve the minutes as submitted.
- b. <u>General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934</u>

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.
- c. <u>Amendment Number One to the Retainer Agreement for City Attorney Services</u> **Recommendation:** That the City Council:
  - Approve Amendment Number One to the Retainer Agreement for City Attorney Services
  - Authorize the Mayor to execute the Amendment.

### **PUBLIC HEARING**

8. Introduction of Ordinance No. 1102 – Public Hearing for Granting a Franchise to Golden
State Water Company for Maintenance and Operation of Pipelines in City Streets
Recommendation: That the City Council:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Introduce Ordinance No. 1102 Granting a Franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets.

### **PUBLIC HEARING**

9.

Resolution 9632-Approval of Programs/Projects Proposed for Funding During FY 2019/2020 Under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles

**Recommendation:** That the City Council:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the acceptance of CDBG funds as described in the body of this report;
- Adopt Resolution No. 9632; and
- Authorize the Community Services Department to transmit the planning documents to the County of Los Angeles Community Development Commission.

### **PUBLIC HEARING**

10. Resolution 9633 - Approval of Use of Community Development Block Grant Funds (CDBG) for the CDBG Revolving Grant Fund

**Recommendation:** That the City Council:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the FY 2019/2020 CDBG unallocated funds to the CDBG Revolving Grant Fund as described in the body of this report;
- Adopt Resolution No. 9633; and
- Authorize the City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects.

#### **NEW BUSINESS**

11. Approve of Grant from Los Angeles County to Fund Resurfacing Basketball, Tennis, and Handball Courts Project – Authorization to Advertise for Construction Bids

**Recommendation:** That the City Council:

- Approve Grant from Los Angeles County in the amount of \$150,000 to Fund City Parks Projects;
- Authorize the Mayor to Execute the Social Program Agreement with Los Angeles County;
- Approve the Plans and Specifications to Resurface Tennis and Handball Courts at Los Nietos Park, Resurface Basketball Courts at Santa Fe Springs Park, and Resurface the Basketball Courts at Little Lake Park; and
- Authorize the City Engineer to advertise for construction bids.

- 12. Landscape Maintenance Services-Authorization to Advertise Request for Proposals Recommendation: That the City Council:
  - Authorize the Director of Public Works to advertise a Request for Proposals for Landscape Maintenance Services.
- 13. Approval of Parcel Map No. 73161-9421 Santa Fe Springs Road

Recommendation: That the City Council:

- Approve Parcel Map No. 73161;
- Find that Parcel Map No. 73161 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 73161.
- 14. Request for Out-of-State Travel for the Director of Planning and Senior Planners to attend the 2019 International Council of Shopping Centers (ICSC) ReCon exhibition and conference in Las Vegas, Nevada

Recommendation: That the City Council:

- Approve out-of-state travel for the Director of Planning and Senior Planners to attend the 2019 ICSC ReCon exhibition and conference in Las Vegas, Nevada from May 19-22, 2019.
- Period in Section V (C) of the Disposition and Development Agreement entered into on November 20, 2018 by and Between the City of Santa Fe Springs, a California Municipal Corporation (City or Seller) and SFS Hospitality, LLC (Developer or Buyer) for the 1.074-acre Property Located at 10415 Telegraph Road (APN: 8009-007-931) at the southwest corner of Norwalk Boulevard and Telegraph Road, within the M-2, Heavy Manufacturing, Zone,

Recommendation: That the City Council:

 Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend certain provisions of the Disposition and Development Agreement.

### **CLOSED SESSION**

16. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Unrepresented Employee: City Manager

### **CLOSED SESSION**

17. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

## City of Santa Fe Springs

Adjourned Regular Meetings

April 23, 2019

### **CLOSED SESSION**

### 18. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, City Attorney, Labor Negotiator **Employee Organization:** Santa Fe Springs Executive, Management and Confidential Employees' Association

### **CLOSED SESSION**

### 19. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8011-009-935 for the property located at 10712 Laurel Avenue, Santa Fe

Springs, CA 90670

Agency Negotiator: Director of Planning

Negotiation Parties: Devon Wesselink for Coast to Coast Commercial, LLC

**Under Negotiation:** Purchase Price

### Items 20 - 29 will occur in the 7:00 p.m. hour.

### 20. INVOCATION

### 21. PLEDGE OF ALLEGIANCE

### 22. INTRODUCTIONS

• Representatives from the Chamber of Commerce

### 23. ANNOUNCEMENTS

### 24. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

### 25. PRESENTATIONS

- a. Recognition of the 2019 Santa Fe Springs Fun Run/Walk Event Sponsors
- b. Proclaiming the month of April as "Autism Awareness Month" in the City of Santa Fe Springs
- c. Proclaiming the month of April as "Sexual Assault Awareness Month" in the City of Santa Fe Springs
- d. Proclaiming the month of April as "Testicular Cancer Awareness Month" in the City of Santa Fe Springs
- e. Proclaiming the month of May 2019 as "Older Americans Month" in the City of Santa Fe Springs

### 26. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

a. Advisory Committee Appointments

### 27. 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.

### City of Santa Fe Springs Adjourned Regular Meetings

April 23, 2019

### 28. COUNCIL COMMENTS

### 29. 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 April 18, 2019

Date

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



### City of Santa Fe Springs

Public Financing Authority Meeting

April 23, 2019

### **CONSENT CALENDAR**

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

### RECOMMENDATION

That the Public Financing Authority receive and file the report.

### **BACKGROUND**

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds Financing proceeds available for appropriation at 3/31/19 Outstanding principal at 3/31/19

None \$38,668,258

### **Bond Repayment**

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

### **Unspent Bond Proceeds**

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

### 2016 Bond Refunding

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

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: April 16, 2019

### 2017 Bond Refunding

In December 2017 the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

Raymond R. Cruz

City Manager/Executive Director

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



### City of Santa Fe Springs

Water Utility Authority Meeting

April 23, 2019

### **CONSENT CALENDAR**

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

### **RECOMMENDATION**

That the Water Utility Authority receive and file the report.

### **BACKGROUND**

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

### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 3/31/19 Outstanding principal at 3/31/19

None \$6,890,000

### Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 3/31/19 Outstanding principal at 3/31/19

None \$1,800,000

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

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: April 16, 2019

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

Raymond R. Cruz

City Manager/Executive Director

City of Santa Fe Springs

Water Utility Authority Meeting

April 23, 2019

### **CONSENT AGENDA**

Status Update of Water-Related Capital Improvement Projects

### RECOMMENDATION

That the Water Utility Authority receive and file the report.

### BACKGROUND

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

### Water Well No. 12 – Packer Testing and Installation

The Water Utility Authority (WUA), at their March 28, 2019 meeting, awarded a contract to Best Drilling and Pump, Inc. (Best Drilling) from Colton, California in the amount of \$452,000. Staff anticipates the project starting in May 2019.

### Water Rate Study - Request for Proposals (RFP)

On March 28, 2019, the WUA authorized issuing a contract agreement to Raftelis, to perform a Water Rate Study in the amount of \$59,991. Raftelis, a firm with extensive experience, previously prepared the 2015 WUA Water Rate Study. Raftelis' familiarity with the WUA's water rate structure will expedite the study process and contribute to the development of an optimal rate structure.

### FISCAL IMPACT

Both projects are fully funded from the Water Reserve Fund.

### INFRASTRUCTURE IMPACT

The production of quality water from Water Well No. 12 with a cost-effective option is imperative to meeting the City's water needs. The Water Rate Study will assess the current rate structure's performance as a baseline for developing proposed revisions to the water rate structure and rates to encourage efficient use for environmental sustainability.

Rayrffond R. Cruz Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: April 16, 2019

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

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

City Council Meeting

April 23, 2019

### **CONSENT AGENDA**

Minutes of the March 21, 2019 and March 28, 2019 Special and Regular City Council Meetings

### RECOMMENDATION

Staff recommends that the City Council:

• Approve the minutes as submitted.

### **BACKGROUND**

Staff has prepared minutes for the following meetings:

- March 21, 2019
- March 28, 2019

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

### Attachment:

- 1. Minutes for March 21, 2019
- 2. Minutes for March 28, 2019

### **ATTACHMENT NO. 1**

APPROVED:



# MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

### March 21, 2019

1. CALL TO ORDER

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

2. ROLL CALL

Members present: Councilmembers: Mora, Rodriguez, Zamora, Mayor Pro Tem

Rounds and Mayor Trujillo

Members absent: None

### CITY COUNCIL

3. PUBLIC COMMENT

There was no one present to speak during public comment.

Mayor Trujillo recessed the meeting at 6:06 p.m.

### **CLOSED SESSION**

4. PUBLIC EMPLOYMENT

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

TITLE: City Attorney

5. REPORT FROM CLOSED SESSION

There was a 5-0 vote on the selection of the City Attorney from the Firm Jones & Mayer. The City Council directed the City Manager to contact the managing partner from the firm to notify them whom the City Council had selected as the City Attorney.

6. ADJOURNMENT

Mayor Trujillo adjourned the meeting at 8:27 p.m.

ATTEST:	Juanita Trujillo Mayor
Janet Martinez	Date

### ATTACHMENT NO. 2



# MINUTES OF THE MEETINGS OF THE CITY COUNCIL

### March 28, 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 and Mayor Pro Tem/Vice Chair Rounds, Mayor/Chair Trujillo.

Members absent: None

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

### **PUBLIC FINANCING AUTHORITY**

### 3. CONSENT AGENDA

**Approval of Minutes** 

a. Minutes of the February 28, 2019 Public Financing Authority Meeting

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

**Monthly Reports** 

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

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

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

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

### WATER UTILITY AUTHORITY

### 4. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the February 28, 2019 Water Utility Authority Meeting
  - Recommendation: That the Water Utility Authority:
    - Approve the minutes as submitted.

**Monthly Reports** 

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

Recommendation: That the Water Utility Authority:

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

Recommendation: That the Water Utility Authority:

· Receive and file the report.

It was moved by Council Member Rodriguez, seconded by Council Member Mora, approving Item No. 4A, 4B, & 4C, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

### **NEW BUSINESS**

5. Water Rate Study – Award of Contract

Recommendation: That the Water Utility Authority:

- Accept the Proposal to prepare a Water Rate Study;
- Award a Contract to Raftelis of Murrieta, California; and
- Authorize the Mayor to execute a contract with Raftelis in the amount of \$59,991.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to accept the proposal to prepare a Water Rate Study; award a contract to Raftelis of Murrieta, California; and authorize the Mayor to execute a contract with Raftelis in the amount of \$59,991, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

### 6. Water Well No. 12 - Packer Testing - Award of Contract

Recommendation: That the Water Utility Authority:

- Appropriate \$612,000 from the Water Reserve Fund to Activity No. WT195001;
- Accept all Bids;
- Award a contract to Best Drilling and Pump, Inc. from Colton, California, in the amount of \$452,000 to perform Packer Testing for Water Well No. 12.;
- Authorize the Mayor to sign a contract with Best Drilling to perform Packer Testing for Water Well No. 12.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to appropriate \$612,000 from the Water Reserve Fund to Activity No. WT195001; accept all bids; award a contract to Best Drilling and Pump, Inc. from

Colton, California, in the amount of \$452,000 to perform Packer Testing for Water Well No. 12; and authorize the Mayor to sign a contract with Best Drilling to perform Packer Testing for Water Well No. 12, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

### HOUSING SUCCESSOR

### 7. CONSENT AGENDA

### **Approval of Minutes**

Minutes of the February 28, 2019 Housing Successor

Recommendation: That the Housing Successor:

Approve the minutes as submitted.

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

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

### **NEW BUSINESS**

8. Consideration of Entering Into an Exclusive Negotiating Agreement by and between the Housing Successor to the Community Development Commission of the City of Santa Fe Springs ("Housing Successor"), The Whole Child, a California nonprofit public benefit corporation, Habitat for Humanity of Greater Los Angeles, a California nonprofit public benefit corporation, and The Richman Group of California Development Company, LLC (jointly known as "Developer") to provide a specified period of time to negotiate a disposition and development agreement ("DDA") to develop an affordable mixed-use housing development on four distinct parcels(APN: 8011-011-906, 907, 912 and 8011-012-902) of land, located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs

Recommendation: That the Housing Successor:

- Authorize an Exclusive Negotiating Agreement (ENA) by and between the
  Housing Successor to the Community Development Commission of the City
  of Santa Fe Springs, The Whole Child, Habitat for Humanity of Greater Los
  Angeles, and The Richman Group of California Development Company, LLC,
  to provide a specified period of time to negotiate a disposition and
  development agreement ("DDA") to develop an affordable mixed-use housing
  development on four distinct parcels (APN: 8011-011-906, 907, 912 and
  8011-012-902) of land, located at the northeast and northwest corner of
  Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs.
- Authorize the Mayor or designee to execute the ENA, in a form acceptable to the City Attorney, on behalf of the City.

It was moved by Council Member Rodriguez, seconded by Council Member Mora, authorizing an Exclusive Negotiating Agreement (ENA) by and between the

Housing Successor to the Community Development Commission of the City of Santa Fe Springs, The Whole Child, Habitat for Humanity of Greater Los Angeles, and The Richman Group of California Development Company, LLC, to provide a specified period of time to negotiate a disposition and development agreement ("DDA") to develop an affordable mixed-use housing development on four distinct parcels (APN: 8011-011-906, 907, 912 and 8011-012-902) of land, located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs; and authorizing the Mayor or designee to execute the ENA, in a form acceptable to the City Attorney, on behalf of the City, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

### **SUCCESSOR AGENCY**

### 9. CONSENT AGENDA

### **Approval of Minutes**

Minutes of the February 28, 2019 Successor Agency Recommendation: That the Successor Agency:

· Approve the minutes as submitted.

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

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

### CITY COUNCIL

### 10. CONSENT AGENDA

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

**Approval of Minutes** 

a. Minutes of the February 28, 2019 Regular City Council Meetings

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:

· Receive and file the report.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, approving Item No. 10A and 10B, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

#### **PUBLIC HEARING**

11. Adoption of Mitigated Negative Declaration

Consideration of an appeal of the Planning Commission's decision to approve Tentative Parcel Map No. 82567, Development Plan Approval Case No. 957-962, Recommendation of Zone Change Case No. 138, and Environmental Documents (Initial Study/Mitigated Negative Declaration) concerning the consolidation of twenty-eight (28) existing parcels that make up the subject property (APN's: 8011-002-901, 8011-002-902, 8011-002-903, 8011-003-955, 8011-003-956, 8011-003-957, 8011-003-958, 8011-003-959, 8011-003-964, 8011-003-965, 8011-003-966, 8011-003-967, 8011-003-962, 8011-003-963, 8011-003-964, 8011-003-965, 8011-003-976, 8011-003-971, 8011-003-972, 8011-003-973, 8011-003-974, 8011-003-975, 8011-003-976, 8011-003-976, 8011-003-977, 8011-003-978, and 8011-003-979), into a single parcel measuring ±8.68 acres. The project fronts on Telegraph to the South and Romandel to the North near the cross street of Freeman Ave to the East.

Recommendation: That the City Council:

- Consider the information presented in this report, in combination with the February 12, 2019 Planning Commission staff report and minutes, which collectively provide necessary background and context; and
- Open the Public Hearing and receive any comments from the public regarding these matters and, thereafter, close the Public Hearing; and
- Deny the appeal by Supporters Alliance For Environmental Responsibility (SAFER)
- Approve and adopt the proposed Mitigated Negative Declaration with Traffic Study and Mitigation Monitoring and Reporting Program (IS/MND/MMRP), 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 that cannot be mitigated; and
- Approve Tentative Parcel Map No. 82567, and Development Plan Approval Case No. 957-962, subject to the conditions of approval as contained within the attached Resolution (114-2019); and
- If the City Council votes to ratify the Planning Commission's recommendation, a Public Hearing for the first reading of Ordinance No. 1100 (Zone Change Case No. 138) shall be conducted immediately following the consideration of appeal.

Item No. 11 was not heard since the appellant withdrew their appeal.

### PUBLIC HEARING - ORDINANCE FOR INTRODUCTION

12. Adoption of Mitigated Negative Declaration

Ordinance No. 1100

An Ordinance of the City Council of the City of Santa Fe Springs, California, approving Zone Change Case No. 138 to change the zoning designation for an 8.68-acre property, from M-2 (Heavy Manufacturing) to M-2-PD (Heavy Manufacturing – Planned Development Overlay).

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1100 and thereafter, close the Public Hearing; and
- Find that Zone Change Case No. 138 satisfies the criteria and conditions set forth in Section 155.829 et seq. of the City's Zoning Regulations for the granting of a change of zone.
- Find and determine that the subject Zone Change is consistent with the City's General Plan; and
- Approve and adopt the proposed Mitigated Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and
- Introduce Ordinance No. 1100 and pass the first reading on Zone Change Case No. 138 to change the zoning designation for an 8.68-acre site, from M-2 (Heavy Manufacturing) to M-2-PD (Heavy Manufacturing – Planned Development Overlay).

Mayor Trujillo opened the public hearing at 6:06 p.m.

There were no speakers present to speak on Item No. 12.

Mayor Trujillo closed the public hearing at 6:06 p.m.

It was moved by Council Member Mora, seconded by Mayor Pro Tem Rounds, finding that Zone Change Case No. 138 satisfies the criteria and conditions set forth in Section 155.829 et seq. of the City's Zoning Regulations for the granting of a change of zone, finding and finding and determining that the subject Zone Change is consistent with the City's General Plan; and approve and adopt the proposed Mitigated Negative Declaration which based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and introduce Ordinance No. 1100 and pass the first reading on Zone Change Case No. 138 to change the zoning designation for an 8.68-acre site, from M-2 (Heavy Manufacturing) to M-2-PD (Heavy Manufacturing-Planned Development Overlay), by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent:

None None

### **NEW BUSINESS**

### 13. FY 2017-18 Financial Year-End Review

Recommendation: That the City Council:

- Amend the fiscal year 2018-19 budget to authorize the transfer of \$173,700 from the General Fund to the Insurance Stabilization Fund.
- Amend the fiscal year 2018-19 budget to authorize the transfer of \$445,000 from the General Fund to the Employee Benefits Fund.
- Amend the fiscal year 2018-19 budget to authorize the transfer of \$1,000,000 from the General Fund to the Prefunded Capital Improvement Projects (CIP)

Fund.

- Direct City staff to establish a General Fund reserve for unfunded liability contributions in the amount of \$1,000,000.
- Direct City staff to adjust the General Fund economic uncertainty reserve to \$1,000,000 and apply any remaining balance from the fiscal year 2017-18 year-end results to the General Fund unassigned reserve account.
- Direct City staff to apply the entire residual Water Fund balance from the fiscal year 2017-18 year-end results to the Water CIP Reserve Fund (approximately \$845,500).

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, approving to the fiscal year 2018-19 budget to authorize the transfer of \$173,700 from the General Fund to the Insurance Stabilization Fund, amend the fiscal year 2018-19 budget to authorize the transfer of \$445,000 from the General Fund to the Employee Benefits Fund, amend the fiscal year 2018-19 budget to authorize the transfer of \$1,000,000 from the General Fund to the Prefunded Capital Improvement Projects (CIP) Fund, direct City staff to establish a General Fund reserve for unfunded liability contributions in the amount of \$1,000,000, direct City staff to adjust the General Fund economic uncertainty reserve to \$1,000,000 and apply any remaining balance from the fiscal year 2017-18 year-end results to the General Fund unassigned reserve account, direct City staff to apply the entire residual Water Fund balance from the fiscal year 2017-18 year-end results to the Water CIP Reserve Fund (approximately \$845,500), by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

# 14. <u>Presentation and Consideration of the City's Comprehensive Annual Financial Report</u> (CAFR) for the Fiscal Year ending June 30, 2018

Recommendation: That the City Council:

 Receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2018.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2018, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

**15.** Adoption of Ordinance No. 1099

An Ordinance of the City of Santa Fe Springs adopting Development Agreement No. 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising **Recommendation:** That the City Council:

 Adopt Ordinance No. 1099, to approve Development Agreement No. 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising. It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to adopt Ordinance No. 1099, approving Development Agreement No. 01-2019 by and between the City of Santa Fe Springs and General Outdoor Advertising, by the following vote:

Aves:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

16. Adoption 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:** That the City Council:

• Read by Title only, waive further reading and adopt Ordinance No. 1101.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to adopt Ordinance No. 1101, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

17. Resolution No. 9624 – Rosecrans/Marquardt Avenue Grade Separation Overpass Project – Authorization to File an Application for Allocation of Section 190 Grade Separation Program Funds

Recommendation: That the City Council:

- Adopt Resolution No. 9624 authorizing filing an application for allocation of Section 190 Grade Separation Funds for the Rosecrans/Marquardt Avenue Grade Separation Overpass Project (Overpass Project); and
- Authorize the City Engineer to file an application for allocation of Section 190 Funds in the amount \$15 million for the Overpass Project.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to adopt Resolution No. 9624 authorizing filing an application for allocation of Section 190 Grade Separation Funds for the Rosecrans/Marquardt Avenue Grade Separation Overpass Project (Overpass Project); and authorizing the City Engineer to file an application for allocation of Section 190 Funds in the amount of \$15 million for the Overpass Project, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

18. Resolution No. 9625 – Request for Parking Restrictions during Certain Hours on Sunshine Avenue between Greenstone Avenue and Shoemaker Avenue

Recommendation: That the City Council:

 Adopt Resolution No. 9625 to implement a parking restriction between the hours of 10:00 p.m. and 4:00 a.m. on the both sides of Sunshine Avenue from Greenstone Avenue to Shoemaker Avenue and implement a tow-away zone within the same limits for vehicles that violate the parking restriction.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to adopt Resolution No. 9625 to implement a parking restriction between the hours of 10:00 p.m. and 4:00 a.m. on both sides of Sushine Avenue from Greenstone Avenue to Shoemaker Avenue and implement a tow-away zone within the same limits for vehicles that violate the parking restriction, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

19. Resolution No. 9626 - Ordering the Preparation of the Engineer's Report for FY 2019/20 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

Recommendation: That the City Council:

 Adopt Resolution No. 9626, ordering the preparation of the Engineer's Report for FY 2019/20 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to adopt Resolution No. 9626, ordering the preparation of the Engineer's Report for FY 2019/20 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive), by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

20. Resolution No. 9627 – Ordering the Preparation of the Engineer's Report for FY 2019/20 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

Recommendation: That the City Council:

 Adopt Resolution No. 9627, ordering the preparation of the Engineer's Report for FY 2019/20 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to adopt Resolution No. 9627, ordering the preparation of the Engineer's Report for FY 2019/20 in conjunction with the annual levy of assessments for the Street Lighting District No. 1, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent:

None

21. Resolution No. 9628 – Approving the Renewal of the General Services Agreement Between the City of Santa Fe Springs and the County of Los Angeles

Recommendation: That the City Council:

 Approve the renewal of the General Services Agreement between the City of Santa Fe Springs and the County of Los Angeles for a five year period commencing on July 1, 2019, and in so doing, authorize the Mayor to execute the agreement documents.

It was moved by Council Member Mora, seconded by Mayor Pro Tem Rounds, to approve the renewal of the General Services Agreement between the City of Santa Fe Springs and the County of Los Angeles for a five year period commencing on July 1, 2019, and in so doing, authorize the Mayor to execute the agreements documents, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

22. Resolution No. 9629 – Authorizing the Publication Notice to Sell a Franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets

Recommendation: That the City Council:

 Adopt Resolution No. 9629 and set the date of April 25, 2019 for the public hearing to grant a franchise to Golden State Water Company.

It was moved by Council Member Zamora, seconded by Council Member Mora, to adopt Resolution No. 9629 and set the date of April 25, 2019 for the public hearing to gran ta franchise to Golden State Water Company, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

23. <u>Santa Fe Springs Road Street Improvements Project – Authorization to Allocate</u> Proposition C Local Return Funds

Recommendation: That the City Council:

 Authorize the Director of Public Works to Allocate \$661,923 of Proposition C Local Return Funds to the Santa Fe Springs Road Street Improvements Project.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to authorize the Director of Public Works to Allocate \$661,923 of Proposition C Local Return Funds to the Santa Fe Springs Road Street Improvements Project, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

24. On-Call Tree Maintenance Services – Contract Amendment No. 1

Recommendation: That the City Council:

• Renew the On-Call Tree Maintenance Services Agreement with West Coast Arborists. Inc. for an additional two years, effective April 14, 2019; and

Authorize the Director of Public Works to execute Contract Amendment No.
 1 with West Coast Arborist for On-Call Tree Maintenance Services.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to renew the On-Call Tree Maintenance Services Agreement with West Coast Arborists, Inc. for an additional two years, effective April 14, 2019; and authorize the Director of Public Works to execute Contract Amendment No. 1 with West Coast Arborist for On-Call Tree Maintenance Services, by the following vote:

Aves:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes:

None

Absent: None

## 25. Request Approval to Donate a Department of Fire-Rescue Used Vehicle to the City of Navajoa Fire Department

Recommendation: That the City Council:

 Authorize the donation of a used Environmental Pickup with Service Bed to the City of Navajoa Fire Department.

It was moved by Council Member Rordriguez, seconded by Council Member Mora, to authorize the donation of a used Environment Pickup with Service Bed to the City of Navajoa Fire Department, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

### 26. 2019 Aloha Festival – Request for Funding

Recommendation: That the City Council:

• Provide staff direction regarding the request by the Ho'oilina Foundation to fund the City's associated costs for the Aloha Festival.

It was moved by Council Member Zamora, seconded by Council Member Mora, to have a meeting with Ho'Oilina Foundation two (2) months prior to the event, by the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

27. <u>Abigail Barraza Foundation (ABF) – Request for an Increase in Funding for Events under Community Promotion and Community Organization Support Budget Accounts</u>

Recommendation: That the City Council:

 Provide staff direction regarding the request by Abigail Barraza Foundation (ABF) for an increase in funding for events under the Community Promotion and Community Organization Support budget accounts associated with all events outlined within this report.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to leave the fees this year as is and consider the increase the following year, by

the following vote:

Ayes:

Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: Absent: None None

### **CLOSED SESSION**

### 28. PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

#### **CLOSED SESSION**

### 29. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Unrepresented Employee: City Manager

### **CLOSED SESSION**

### **30.** REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8008-029-900 for the property located at 11760 Telegraph Road, Santa

Fe Springs, CA 90670

Agency Negotiator: Director of Planning

Negotiation Parties: USPS

Under Negotiation: Terms for the lease renewal

#### **CLOSED SESSION**

### 31. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human

Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe

Springs Firefighters' Association

### **CLOSED SESSION**

### 32. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, City Attorney, Labor Negotiator **Employee Organization:** Santa Fe Springs Executive, Management and Confidential

Employees' Association

Mayor Trujillo recessed the meetings at 6:36 p.m.

Mayor Trujillo convened the meeting at 7:11 p.m.

Council Member Zamora was not present for the 7pm portion of the meeting.

### 33. INVOCATION

Invocation was led by Council Member Mora.

### 34. PLEDGE OF ALLEGIANCE

Santa Fe Springs Fire fighter led the Pledge of Allegiance.

### 35. INTRODUCTIONS

 Representatives from the Chamber of Commerce: No one was present from the Chamber of Commerce.

### 36. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Dancing Storytellers, Indian Mythology And Me, Friday, April 5, 2019 at 7 p.m.
- So Totally 80's Fun Run/Walk, Saturday, April 6, 2019 at 7 a.m.
- Community Program Excursion, Queen Mary Tour, April 13, 2019 at 9 a.m.
- Santa Fe Springs Day of Service, Saturday, April 13, 2019 at 8 a.m.

### 37. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager Raymond Cruz spoke about the interviews that were conducted last week for city attorney; he introduced the new City Attorney Ivy M. Tsai and thanked Richard L. Adams II for his assistance during the interim.
- Assistant Municipal Services Manager, Heleo Espinoza, spoke about the overnight street closure on Florence Avenue scheduled for April 5, 2019 at 8 p.m.
- Director of Planning, Wayne Morrell spoke about the California Highway Patrol Office Relocation Plan.
- Director of Police Services, Dino Torres spoke about the "Every 15 Minutes" program scheduled for next Wednesday. He stated that during this program there will be a crash scene, following an assembly on April 4<sup>th</sup>.
- Fire Chief Brent Hayward spoke about the Fire Department acquiring drinks and snacks for the 5k Fun Run/Walk in April. He also spoke about receiving a new light and air unit. Last, he spoke about providing support to the L. A. Marathon.
- Director of Finance Services Travis Hickey spoke about the implementation of the new Finance System and the recent upgrade.
- Director of Community Services, Maricela Balderas spoke about the following events: 2019 Art Walk, 2019 Spring Camp, So Totally 80s Fun Run scheduled for April 6<sup>th</sup>, and about a networking event on April 18<sup>th</sup> to promote sponsors for the 2019 Art Fest and Collectors Night.

#### 38. PRESENTATIONS

- a. Introduction of New Finance and Administrative Services Employee, Human Resources Assistant, Brianna Esquivias
- b. Proclamation Declaring the month of March as "American Red Cross Month" in Santa Fe Springs
- c. Proclamation Declaring the month of April 2019, as "DMV/Donate Life Month" in Santa Fe Springs
- d. Proclamation Declaring April 7-13, 2019 as "National Volunteer Week" in Santa Fe Springs
- e. Proclamation Declaring April 7-13, 2019 as "National Library Week" in Santa Fe Springs

### 39. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

a. Advisory Committee Appointments

No appointments were made.

### 40. ORAL COMMUNICATIONS

Jason Gerros spoke during oral communications.

### 41. COUNCIL COMMENTS

Council Member Mora thanked everyone for attending the meeting, and spoke about the importance of being an organ donor.

Council Member Rodriguez spoke about the following: SFS Women's Club Quarter Mania; thanked Council Member Zamora for supporting the cause; attended the LA CADA house, expressed supporting; and thanked Mayor Trujillo for the Soroptimist event, focusing on women and girls.

Mayor Pro Tem Rounds thanked Richard L. Adams II for his help the past few weeks and welcomed Ivy M. Tsai, the new City Attorney. He also thanked Travis Hickey and his team for the report and work they have done.

Mayor Trujillo spoke about Paul Legarreta, noted he graduated one of the top marines and will be acknowledging next month. She also spoke about an 11 year old that just ran the marathon that will be present. She also thanked staff for their help. Lastly, she spoke about SEACCA and the Veterans Program they have. She also thanked Police Captain Bar and the Fire Department for their help.

Mayor Trujillo recessed the meeting at 8:02 p.m. to continue the discussing of the Closed Session items.

Mayor Trujillo reconvened the meeting at 9:05 p.m.

Minutes of the March 28, 2019 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings			
City .	Attorney stated there were no actio	ns made during closed session.	
42.	ADJOURNMENT Mayor Trujillo adjourned the mee	DJOURNMENT Byor Trujillo adjourned the meeting at 9:06 p.m.	
	ATTEST:	Juanita Trujillo Mayor	
	Janet Martinez City Clerk	Date	

### City of Santa Fe Springs

ITEM NO. 7B

City Council Meeting

April 23, 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 and 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

Report Submitted By: Janet Martinez

City Clerk

Date of Report: April 18, 2019

CONSENT AGENDA

Amendment Number One to the Retainer Agreement for City Attorney Services

#### RECOMMENDATION

That the City Council take the following actions:

- Approve Amendment Number One to the Retainer Agreement for City **Attorney Services**
- Authorize the Mayor to execute the Amendment.

BACKGROUND

The City Attorney's Office has prepared Amendment Number One to the Retainer Agreement for City Attorney Services to reflect the City Council's appointment of Ivy M. Tsai as the new City Attorney, as well as to include labor negotiation services as requested by the City Council at the rate of \$215 per hour. Additionally, the Retainer Agreement calls for a rate increase this year based on CPI. The City Attorney is proposing that the rate increase not go into effect until July 1, 2020. The attached Amendment Number One also reflects the proposed postponement of the rate increase.

FISCAL IMPACT

Savings on legal services through Fiscal Year 19-20 due to postponement of rate increases until July 1, 2020.

Raymond R. Cruz

City Manager

Attachments:

1. Amendment Number One to the Retainer Agreement for City Attorney Services

2. Retainer Agreement for City Attorney Services

City Attorney's Office

Report Submitted By: Ivy M. Tsai

## **ATTACHMENT NO. 1**

## AMENDMENT NUMBER ONE TO RETAINER AGREEMENT FOR CITY ATTORNEY SERVICES CITY OF SANTA FE SPRINGS

This Amendment Number One ("Amendment") to the Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the law firm of JONES & MAYER ("Jones & Mayer") and the CITY OF SANTA FE SPRINGS (the "City"), a municipal corporation of the State of California.

### **RECITALS**

- A. The City and Jones & Mayer entered into the Agreement on February 23, 2017, for Jones & Mayer to provide legal services to the City with a term commencing July 1, 2017.
- B. The City and Jones & Mayer desire to amend the Agreement to name the newly appointed City Attorney, include labor negotiation services as requested by the City Council, and postponement of rate increases.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the City agree as follows:

- 1. Section 1(A) of the Agreement (Appointment of Contract City Attorney) is hereby amended to name Ivy M. Tsai as the designated and appointed City Attorney.
- 2. Section 3(B) of the Agreement (Specialized Legal Services/Special Projects) is hereby amended to add the following paragraph:

Jones & Mayer will perform labor negotiation services at the request of the City. Such services will be billed at the rate of \$215 per hour.

3. Section 3(D) of the Agreement (Summary of Labor Rates) is hereby amended to read as follows:

Basic Legal Services	\$16,000.00	Per Month
Special Services/Project	\$225.00	Per Hour
Litigation	\$225.00	Per Hour
Paralegal:	\$125.00	Per Hour
Services provided by Steve Skolnik	\$250.00	Per Hour
Labor Negotiation Services	\$215.00	Per Hour

4.	Sect	ion 3(E)	of the	Agreement	(Billing	and Rate	Increases)	is hereby	amended t	C
read as fol	lows:									

Jones & Mayer shall provide a monthly billing report indicating actual time spent handling litigation matters and additional specialized projects. The foregoing retainer and hourly rates shall remain in full force and effect until June 30, 2020. The foregoing billing rates shall be adjusted on July 1, 2020, and annually on July 1<sup>st</sup> thereafter, to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles -Long Beach-Anaheim area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable, not to exceed 5% per year.

5. All terms and provisions of the Agreement not amended herein shall continue in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment this 23<sup>rd</sup> day of April, 2019.

	CITY OF SANTA FE SPRINGS
	By: Juanita Trujillo, Mayor
ATTEST:	
City Clerk	JONES & MAYER
	By:

## **ATTACHMENT NO. 2**

## RETAINER AGREEMENT FOR CITY ATTORNEY SERVICES CITY OF SANTA FE SPRINGS

This Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the law firm of JONES & MAYER ("Jones & Mayer") and the CITY OF SANTA FE SPRINGS (the "City"), a municipal corporation of the State of California.

#### RECITALS

- A. Jones & Mayer is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.
- B. The City desires to contract with Jones & Mayer to provide contract legal services to the City.

#### <u>AGREEMENT</u>

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the City agree as follows:

### 1. APPOINTMENT OF CONTRACT CITY ATTORNEY

- Yolanda Summerhill is hereby designated and appointed as City Attorney ("City Attorney") of the City of Santa Fe Springs, and shall serve and be compensated as provided by this Agreement. The City Attorney shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. The City Attorney shall attend all City Council meetings and other meetings, as required, and be available at all reasonable times to the Mayor and City Council, the City Manager, and persons designated by the City Manager, in relationship to all legal services to be furnished by Jones & Mayer under this Agreement. The City Attorney shall also direct and coordinate all internal activities so that all services provided by Jones & Mayer under this Agreement to the City shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of the designated and appointed City Attorney are a substantial inducement for the City to enter into this Agreement. The City Attorney shall be responsible during the term of this Agreement for directing all activities of Jones & Mayer on behalf of the City and devoting such time as necessary to personally supervise such services. The primary assignment of the City Attorney shall not be changed by Jones & Mayer without the express approval of the City.
- B. The City Attorney shall designate such attorneys from Jones & Mayer as are determined to be necessary to serve as assistant or deputy city attorneys for City. All attorneys assigned to perform approved City business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

### 2. SCOPE OF WORK

- A. Jones & Mayer agrees to perform all necessary legal services as Contract City Attorney, and shall:
  - 1. Attend all regularly scheduled and special City Council meetings and City Council study sessions.
  - 2. Provide legal services on-site during office hours at City Hall, with the amount and the scheduling of such hours to be determined by the City. These hours of on-site service will be at regularly scheduled times made known to all members of the City Council and to all department heads so as to facilitate informal, direct access to legal counsel as necessary.
  - 3. Attend Planning Commission and other meetings at City Hall or via conference call as required by the City Council or the City Manager.
  - 4. Advise the City Council; any City Commissions, Committees, Boards, Authorities or Agencies; City staff and other City officials; on all legal matters pertaining to City business.
  - 5. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard City documents.
  - 6. Prepare such written and oral legal opinions as shall, from time to time, be requested by the City.
  - 7. Perform such other routine legal services as are required, from time to time, by the City Council or the City Manager.
  - 8. Represent the City and the City's officials, officers, and employees in litigation and administrative proceedings as directed by the City Council or the City Manager.
  - 9. At the request of the City, perform special projects or tasks assigned by the City Manager, or designee, or the City Council.
- B. The City specifically reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters. The City Attorney will supervise outside legal counsel's work. This reservation of rights does not preclude the City from assigning these matters to Jones & Mayer as part of the scope of duties under this Section 2 or requesting recommendations concerning the selection of outside legal counsel.

#### 3. <u>COMPENSATION</u>

Jones & Mayer shall be compensated for services rendered under this Agreement as follows:

## A. General Legal Services

The City shall pay Jones & Mayer a retainer of \$16,000.00 per month, which amount will cover all general legal services (those services described above in Section 2.A., numbers 1-7).

## B. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within the retainer shall be billed to City at the rate of \$225 per hour. Any special projects billed outside of the retainer require prior approval of the City Council or City Manager, or designee. Paralegal services shall be billed at the rate of \$125 per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

Attorney Steve Skolnik, who occasionally provides legal services to Jones & Mayer's clients as an independent contractor, will perform specialized legal services as requested by the City at the rate of \$250 per hour, pertaining to the disposition and development of properties formerly owned by the now dissolved Redevelopment Agency.

## C. <u>Litigation Services</u>

Litigation matters approved by the City Manager and/or City Council shall not be included in the retainer amount. Litigation legal services shall be billed at the rate of \$225 per hour. Paralegal services shall be billed at the rate of \$125 per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

## D. Summary of Labor Rates:

Basic Legal Services	\$ 16,000.00 Per Month
Special Services/Project	\$ 225.00 Per Hour
Litigation	\$ 225.00 Per Hour
Paralegal:	\$ 125.00 Per Hour
Services provided by Steve Skolnik	\$ 250.00 Per Hour

## E. Billing and Rate Increases

Jones & Mayer shall provide a monthly billing report indicating actual time spent under the retainer, litigation matters, and additional specialized projects. The foregoing retainer and hourly rates shall remain in full force and effect for two (2) years. Thereafter, the foregoing billing rates shall be adjusted annually (effective as of the anniversary date of this Agreement commencing in 2017) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable, not to exceed 5% per year.

## F. Billable Activities for General Legal Services/Expenses

Jones & Mayer generally does not bill mileage, fax, word processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures.

Jones & Mayer will charge City for actual necessary costs incurred for all of the following: all costs incurred related to any litigation (civil or criminal) or special projects, including but not limited to, court filing fees, jury fees, deposition costs, reporters' fees, witness fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research outside of our prepaid service fee, Fed-Ex or other overnight delivery service, mileage, travel expenses, if applicable, including hotel, air travel and car rentals, parking fees, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, title reports, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

## G. Monthly Statements

Jones & Mayer shall submit statements of all payments due under this Agreement on a monthly basis to the City Manager. All work performed by Jones & Mayer shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the City, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, the identity of the person requesting work, and any litigation costs or expenses eligible for reimbursement.

### H. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment for hours shall be due and payable within thirty days following submission of the billing statement to the City.

## 4. <u>CONFLICT OF INTEREST</u>

Jones & Mayer shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Jones & Mayer shall immediately notify City. Within thirty (30) days following execution of this Agreement, Jones & Mayer shall file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law, including City's adopted conflict of interest code.

#### 5. INDEPENDENT CONTRACTOR

Jones & Mayer shall perform all services required under this Agreement as an independent contractor of the City, and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Jones & Mayer shall not at any time or in any manner represent that it or any of its employees or agents are City employees.

### 6. <u>DISPUTE RESOLUTION</u>

If any dispute or disagreement arises between the City and Jones & Mayer as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the City and Jones & Mayer, the quality of the services rendered, and the billing of such services, the City and Jones & Mayer agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

#### 7. INSURANCE AND INDEMNIFICATION

#### A. Insurance

- 1. Jones & Mayer shall procure and maintain, at its cost:
  - a. Commercial General Liability insurance with limits not less than \$1 million per occurrence. Such insurance shall designate City, its elected and appointed officials, employees, and volunteers as additional insureds. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by City.
  - b. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
  - c. Professional liability insurance with limits not less than \$2,000,000 per occurrence.

- d. Workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against City, its elected and appointed officials, employees and volunteers.
- 2. All such policies shall provide City 30 days' notice of cancellation. Self-insured retentions must be declared and approved by City.
- 3. Prior to commencement of work, and throughout the term of this Agreement, Jones & Mayer shall furnish CITY with certificates evidencing compliance with the insurance requirements above. Jones & Mayer agrees to provide complete, certified copies of all required insurance policies if requested by the City.
- 4. Insurance shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or otherwise meet the written approval of the City.
- 5. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.

#### B. Indemnification

Jones & Mayer shall defend, indemnify, and hold harmless the City, and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to person(s) or damages to property (including property owned by the City), and for errors and omissions committed by Jones & Mayer, its officers, employees, and agents, arising out of or relating to Jones & Mayer's performance under this Agreement, except to the degree such injury, damage, error(s) or omission(s) may be caused by City's negligence or willful misconduct, or that of the City's officers or employees.

#### 8. RECORDS AND REPORTS

#### A. Records

Jones & Mayer shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the City to evaluate the performance of the required services. The City shall have full and free access to such books and records that deal specifically with the services performed by Jones & Mayer for City at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records.

### B. Ownership of Documents

All reports, records, documents, and other materials prepared by Jones & Mayer, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request by the City or upon termination of this Agreement. Jones & Mayer shall have no claim for further or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and material hereunder. Jones & Mayer may retain copies of such documents for its own use.

#### C. Release of Documents

No report, record, document, or other material prepared by Jones & Mayer in the performance of services under this Agreement shall be released publicly without prior written approval of the City, except as may be required by law.

#### 9. NONDISCRIMINATION

Jones & Mayer pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

#### 10. <u>EFFECTIVE DATE</u>

This AGREEMENT will govern all legal services performed by Jones & Mayer on behalf of City. The term of this Agreement shall commence on July 1, 2017, and shall continue in effect until terminated as provided herein. City may terminate the Agreement at any time, as provided in Section 11A.

#### 11. TERMINATION

#### A. <u>Termination By City</u>

Jones & Mayer shall at all times serve under the terms of this Agreement at the pleasure of the City Council, and the City Council hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Jones & Mayer. Upon receipt of any notice of termination, Jones & Mayer shall cease all services under this Agreement except as may be specifically approved by the City. At that time, all further obligations of the City to pay Jones & Mayer for services rendered under this Agreement shall thereupon cease, except as set forth in Section 11.C below; provided, however, that the City shall be obliged to pay for all services, costs, and expenditures lawfully incurred by Jones & Mayer prior to the effective date of such termination, or subsequent to the date of termination at the direction of City.

#### B. Termination By Jones & Mayer

Jones & Mayer reserves the right to terminate this Agreement by giving ninety (90) days' advance written notice to City.

## C. <u>Mutual Obligations Upon Termination By Either Party</u>

In the event of termination of this Agreement by either party, Jones & Mayer shall cooperate with the City in transferring the files and assignments to the City Clerk or other person designated by City pending the hiring of another City Attorney. Jones & Mayer shall be compensated at the hourly rates set forth in Section 3 of this Agreement should Jones & Mayer be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

#### 12. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

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

Jones & Mayer 3777 North Harbor Blvd. Fullerton, CA 92835

### 13. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Jones & Mayer and the City. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

Agreement in duplicate the	23 <sup>rd</sup>	day ofFebruary	, 2017.
		CITY OF SANTA FE SPR	INGS
		By: Will K (2)	<u>L</u>

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this

ATTEST:	APPROVED AS TO FORM:
MAL	DELIBERATELY LEFT BLANK
City Clerk	Ву:

JONES & MAYER

Richard D. Jones
Owner/President

# City of Santa Fe Springs

Adjourned City Council Meeting

April 23, 2019

#### **PUBLIC HEARING**

Introduction of Ordinance No. 1102 - Public Hearing for Granting a Franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets

### RECOMMENDATION(S)

That the City Council:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Introduce Ordinance No. 1102 Granting a Franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets.

### **BACKGROUND**

Golden State Water Company is a private water purveyor that operates pipelines within the City of Santa Fe Springs. The areas in the City presently being served by Golden State Water Company are properties along Carmenita Road south of Telegraph Road, and on Imperial Highway between Bloomfield Avenue and Shoemaker Avenue and between Carmenita Road and Marquardt Avenue. Golden State Water Company has requested a renewal of their existing franchise with the City in order to continue operating their pipelines in the City and provide water service to specific properties within the City not served by the City of Santa Fe Springs Water Utility Authority. Southern California Water Company was granted a 20-year franchise in the City per Ordinance No. 889 which was approved by the City Council on June 24, 1999. Consequently, Golden State Water Company's franchise is due to expire June 24, 2019.

After reviewing Golden State Water Company's previous franchise, it is proposed to grant them a similar franchise incorporating the City's latest requirements:

- 1. The City reserves the right to revise the annual franchise fee following one year's written notice to Golden State Water Company.
- 2. The term of the franchise will be ten (10) years.
- 3. Annual franchise fee of 2% of gross annual receipts (approximately \$3,700.00).
- 4. Golden State Water Company shall pay to the City the franchise application fee of \$4670.
- 5. The proposed franchise provides for the method of abandonment of pipelines and the payment of a fee to the City of one-half the estimated cost of removal.

Report Submitted By:

Noe Negrete

Director of Public Works



Date of Report: April 18, 2019

6. Golden State Water Company shall maintain an insurance policy at all times with minimum liability coverage of \$1,000,000 and also name the City as additional insured.

#### FISCAL IMPACT

The City will receive an annual franchise fee of 2% of gross annual receipts (approximately \$3,700.00) from Golden State Water Company.

#### **INFRASTRUCTURE IMPACT**

The Golden State Water Company franchise includes provisions for the removal or relocation of their facilities at their cost in the event of any change of grade, alignment or width of any street or the construction of any sewer, water, storm drain pipeline or other improvement initiated by the City of Santa Fe Springs.

Raymond R. Cruz City Manager

Attachments:

Exhibit A: Ordinance No. 1102

#### **ORDINANCE NO. 1102**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA GRANTING A FRANCHISE TO GOLDEN STATE WATER COMPANY IN THE CITY OF SANTA FE SPRINGS

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

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

Section 2. The Grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of two percent (2%) of the gross annual receipts In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

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

Section 3. Abandonment of pipelines shall be done according to City specification. Said specification shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, or other product as approved by the City Engineer, and a fee of one-half (½) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee, and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

<u>Section 4.</u> This franchise is issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

Section 5. This franchise is subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

<u>Section 6.</u> Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.
- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

Section 7. The City Council hereby finds and determines that there is a current and immediate threat to the public health, safety and welfare, and the adoption of this Ordinance on an urgency basis is necessary for the immediate preservation of the public health, safety and welfare, due to the fact that the current franchise which is to be extended by the adoption of this Ordinance is due to expire within the next 30 days.

APPROVED: ITEM NO.:

PASSED and ADOPTED	, by the following called vote at a
regular meeting of the City Council of the C	City of Santa Fe Springs:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	JUANITA TRUJILLO, MAYOR
ATTEST:	,
JANET MARTINEZ, CITY CLERK	

# City of Santa Fe Springs

City Council Meeting

April 23, 2019

**PUBLIC HEARING** 

Resolution No. 9632 – Approval of Programs/Projects Proposed for Funding During FY 2019/2020 Under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles

#### RECOMMENDATION

That the City Council take the following actions:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the acceptance of CDBG funds as described in the body of this report;
- Adopt Resolution No. 9632; and
- Authorize the Community Services Department to transmit the planning documents to the County of Los Angeles Community Development Commission.

**BACKGROUND** 

The City of Santa Fe Springs participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an "entitlement," every year, the City must make specific application to the County defining the projects to be funded. The application requires public participation subject to proper notification of at least 14 days. Accordingly, notices were posted from April 15, 2019 to April 24, 2019, at City Hall, the kiosk at Town Center Hall, the and City Library advising the public of this hearing.

For FY 2019-2020, the City has been granted a CDBG allocation in the amount of \$117,446. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

- 1. Benefit low- and moderate-income persons;
- 2. Elimination of slums or blight;
- 3. Meet an urgent need.

Per HUD guidelines, the City is able to utilize \$17,616 or 15% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall.

Staff recommends that the City Council adopt Resolution No. 9632 and allocate 15% of the City's FY 2019-20 CDBG funding to the following project:

Public Service Authority - Teen Program

17,616

### **FISCAL IMPACT**

The CDBG allocation of \$17,616 or 15% of the \$117,446 will positively impact the General Fund by partially funding the Teen Program.

Staff is recommending for the remainder of funds to be transferred to the CDBG Revolving Grant Fund to be used for FY 2020/2021. Available funds for the City is \$99,830.

Raymond R. Cruz City Manager

Attachment: Resolution No. 9632

### **RESOLUTION NO. 9632**

## A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2019-2020

WHEREAS, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

**WHEREAS**, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Santa Fe Springs has received notification of the availability of \$117,446 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2019-2020; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

**WHEREAS**, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santa Fe Springs as follows:

**Section 1.**That the City Council allocates its partial CDBG funds for the following purpose:

## PUBLIC SERVICE AUTHORITY (Teen Program)

\$17,616

**Section 2.** That the City Manager or his designee is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2019-2020 to the County of Los Angeles, reflecting the funding allocations set forth herein. In addition, the City Manager or his designee is hereby authorized to administratively adjust funding levels if the City's final allocation varies by less than 25 percent from the figures contained herein.

**Section 3.** That the Mayor and/or City Manager are authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

APPROVED: ITEM NO.:

PASSED, APPROVED and ADOPTED this call vote:	23 <sup>rd</sup> day of April 2019 by the following roll
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	Juanita Trujillo, Mayor
Janet Martinez, CMC, City Clerk	

City of Santa Fe Springs

City Council Meeting

April 23, 2019

**PUBLIC HEARING** 

Resolution No. 9633 – Approval of Use of Community Development Block Grant Funds (CDBG) for the CDBG Revolving Grant Fund

#### RECOMMENDATION

That the City Council take the following actions:

- Open the Public Hearing and hear from anyone wishing to speak on this matter:
- Approve the FY 2019/2020 CDBG unallocated funds to the CDBG Revolving Grant Fund as described in the body of this report;
- Adopt Resolution No. 9633; and
- Authorize the City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects.

## **BACKGROUND**

The City of Santa Fe Springs participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an "entitlement," every year, the City must make specific application to the County defining the projects to be funded.

For FY 2019-2020, the City does not have any eligible CDBG capital projects that are ready to move forward, it has been granted a CDBG allocation in the amount of \$117,446. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

- Benefit low- and moderate-income persons;
- 2. Elimination of slums or blight;
- Meet an urgent need.

Per HUD guidelines, the City is able to only utilize \$17,616 or 15% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall. The remaining funds must be spent on capital projects. In years past, the City exchanged its CDBG fund balance with other cities; however, HUD discontinued this practice. For this year, the City has had difficulty identifying a suitable project to meet its annual requirement and LACDC representatives suggested that the City transfer funds to the CDBG Revolving Grant Fund.

The CDBG Revolving Grant Fund provides funding to local municipalities for CDBG eligible projects that have an identified funding shortfall. Municipalities are required to pay back the revolving grant with their annual CDBG funding allocations. Cities that transfer funds to the Revolving Grant Fund are repaid in full and can request repayment one year after the funds are initially transferred.

Staff recommends that the City Council adopt Resolution No. 9633 and allocate \$99,830 of the City's unallocated balance to the CDBG Revolving Fund Grant. The City will request repayment for the CDBG Revolving Fund Grant transfer for an eligible CDBG project to be used for FY 2020-2021.

#### **FISCAL IMPACT**

There is not direct fiscal impact associated with the recommended action. Since the City does not have any eligible CDBG capital projects that are ready to move forward at this time, it is recommended that the CDBG allocation of \$99,830 be made available for the CDBG Revolving Grant Fund so that other municipalities can utilize the funds in the near term and the City can stay in compliance with CDBG program guidelines that determine the City's maximum allowable fund balance. The \$99,830 will be returned to the City for later use on CDBG eligible activities.

Attachment: Resolution No. 9633 Raymond R. Cruz City Manager

#### **RESOLUTION NO. 9633**

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL
AUTHORIZING AND APPROVING THE TRANSFER OF THE CITY'S COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 20192020 UNALLOCATED FUNDS TO THE COMMUNITY DEVELOPMENT BLOCK
GRANT REVOLVING GRANT FUND

WHEREAS, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the Los Angeles County Community Development Grant (CDBG) Program has allocated \$117,446 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2019-2020; and

WHEREAS, the City has considered and evaluated CDBG eligible projects and community needs; and

WHEREAS, the Community Development Commission offers participating agencies the opportunity to transfer designated funding to a revolving grant fund which will returned to the City to be used at a future time for a CDBG eligible project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santa Fe Springs as follows:

**Section 1.**That the City Council authorizes the transfer of \$99,830 in allocated CDBG funds to the CDBG Revolving Grant Fund, and allocate its partial CDBG funds for the following purpose:

PUBLIC SERVICE AUTHORITY (Teen Program)

\$17,616

**Section 2.** That the City Manager or his designee is authorized and directed to transfer \$99,830 in unallocated CDBG funds to the CDBG Revolving Grant Fund.

**Section 3.** That the Mayor and/or City Manager are authorized to approve all necessary contracts and agreements needed to transfer to the CDBG Revolving Grant Fund.

PASSED, APPROVED and ADOPTED this <u>23<sup>rd</sup></u> day of <u>April 2019</u> by the following roll call vote:

APPROVED: ITEM NO.:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST:	Juanita Trujillo, Mayor	
Janet Martinez, CMC, City Clerk	-	

# City of Santa Fe Springs

City Council Meeting

April 23, 2019

**NEW BUSINESS** 

Approve Grant from Los Angeles County to Fund Resurfacing Basketball, Tennis, and Handball Courts Project – Authorization to Advertise for Construction Bids

## RECOMMENDATION

That the City Council take the following actions:

- Approve Grant from Los Angeles County in the amount of \$150,000 to Fund City Parks Projects;
- Authorize the Mayor to Execute the Social Program Agreement with Los Angeles County;
- Approve the Plans and Specifications to Resurface Tennis and Handball Courts at Los Nietos Park, Resurface Basketball Courts at Santa Fe Springs Park, and Resurface the Basketball Courts at Little Lake Park; and
- Authorize the City Engineer to advertise for construction bids.

**BACKGROUND** 

Fourth District Supervisor Janice Hahn of the Los Angeles County Board of Supervisors pledged financial assistance in the amount of \$150,000 to the City for supporting existing parks projects. The grant from Los Angeles County requires executing a Social Program Agreement (attached).

The City is required to identify the parks projects to be supported by the grant. The City has identified projects to be implemented in two (2) separate phases. The first phase will focus on replacing courts surfaces. The second phase will focus on replacing baseball and basketball scoreboards and basketball rims.

Staff has prepared Plans and Specifications to:

- 1. Resurface the basketball, tennis, and handball courts located at Los Nietos Park:
- Resurface the basketball and handball courts at Santa Fe Springs Park;
- 3. Resurface the basketball courts at Little Lake Park.

At a future City Council meeting Staff will present for approval the Plans and Specifications to replace seven (7) baseball scoreboards, one (1) indoor basketball scoreboard, and twelve (12) outdoor basketball backboards and rims located in five (5) different Parks and Athletic Fields within the City. This will be considered Phase 2 of the City Parks Project.

The construction cost estimate to resurface the courts identified above is \$65,000. The total project cost including construction, engineering, inspection, and contingency is \$80,000.

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: April 17, 2019

The project estimate is derived from the most current cost of similar types of construction projects in the area. The total project cost breakdown is itemized below:

ITEM	BUDGET
Construction:	\$ 65,000
Engineering:	\$ 5,000
Inspection:	\$ 3,000
Contingency:	\$ 7,000
Total Construction Cost:	\$ 80,000

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 set of the Plans and Specifications are available for review at the office of the City Clerk.

#### **FISCAL IMPACT**

The grant in the amount of \$150,000 from Los Angeles County Supervisor Janice Hahn will fund the cost to resurface the basketball, tennis, and handball courts located at Los Nietos Park, resurface the basketball and handball courts at Santa Fe Springs Park, and resurface the basketball courts at Little Lake Park.

#### **INFRASTRUCTURE IMPACT**

The project will refresh the overall aesthetic look of the game courts.

Raymond R. Cruz City Manager

Attachment:

Exhibit A: Social Program Agreement



# COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 383 LOS ANGELES, CALIFORNIA 90012 (213) 974-1411 \* FAX (213) 620-0636 MEMBERS OF THE BOARD

HILDA L. SOLIS
MARK RIDLEY-THOMAS
SHEILA KUEHL
JANICE HAHN
KATHRYN BARGER

March 14, 2019

Ms. Juanita Trujillo, Mayor City of Santa Fe Springs 1710 Telegraph Road Santa Fe Springs, CA 90670

Dear Ms. Trujillo:

As you are aware, Fourth District Supervisor Janice Hahn of the Los Angeles County Board of Supervisors has pledged financial assistance in the amount of \$150,000 to City of Santa Fe Springs. Since this pledge represents a grant of public funds, it is necessary that the attached Social Program Agreement be reviewed and signed by a responsible representative of the organization, and that a written report detailing the expenditures and the results of the project be provided to this office within 60 days of the termination of this Agreement. Please do not make any corrections to the Agreement. Corrections made to the Agreement without first obtaining authorization could invalidate the Agreement and require a new Agreement to be executed. The signed Agreement should be returned to:

Martin Garcia Board of Supervisors 500 West Temple Street, Ste. 383 Los Angeles, CA 90012

Please contact Mr. Garcia (213) 974-1563 or email me at Mgarcia@bos.lacounty.gov should you have any questions regarding this Agreement.

Very truly yours,

HANNA CHERU Administrative Deputy

HC:mg

c: Nick Ippolito, Chief of Staff, Fourth District

## SOCIAL PROGRAM AGREEMENT

Contract No. <u>CP-04-064</u> Fiscal Year 2018-19

Name of Organization:		e Springs "Contr	dotoi	
Address:	11710 Telegrap	oh Road, Santa F	e Springs, CA 906	70
Website (if applicable)	Santafesprings		- VII	
Contractor's Project Dire			Telephone No.:	(562) 868-0511
Contractor s r roject Dire		Secretary American	( <del>-</del>	The second of th
Status of Organization:	Profit [ ]	Non Pro	55 %	
quality of community life in	the City of Santa Fe S rovide a safe, well-pla ugh educational, cultu	Springs; to foster inned, and aest iral. social. and	the public trust thro hetically pleasing leisure programs	e Springs is to improve the bugh effective management environment; to encourage to serve the public in a ommunity life.
existing park projects in S Fields, and Lake Center.	anta Fe Springs Park,	Los Nietos Par	k, Little Lake Park	e Springs to support their Santa Fe Springs Athletic
<b>Proposed Social Need to</b>	be Satisfied: Education	onal/recreational	projects.	s seeks more protested that
Contract Period:	2/2019-12/31/2019		Grant Amount	: \$150,000.00
1995 1949 F				
Total Proposed Expendit		O) Non	Devenonal Costs	\$150,000.00
1) Personnel Costs:	0	Z) NON	-Personnel Costs:	\$100,000.00
County Department:	Board of Supervisors	, Fourth District		
<b>County Contact Person:</b>	Ivan Sulic		Telephone No	: (213) 974-4444
Contractor verifies the	at:			
I have the powe	er to execute this contract. attached Terms and Cond	ditions and agree t	hereto	
. Einancial and nr	rogram records will be ma	intained for 3 ve	ars.	
A Final Report a	and supporting documents	ation on the results	and expenditures of	this project will be made within
60 days from the	he expiration or termination	on of this Agreeme	nt to the Executive O	tice.
	he used for the program	specified above	and will only be spen	within the Contract Period. All
unused funds w	II be used for the program III be returned at the end	n specified above a	and will only be spen	t within the Contract Period. All
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#### SOCIAL PROGRAM AGREEMENT TERMS AND CONDITIONS

1. COMPENSATION
The COUNTY shall compensate the CONTRACTOR payable upon execution of the Social Program Agreement ("Agreement").

2. INDEPENDENT CONTRACTOR
The CONTRACTOR shall perform all services included in this Agreement in an independent capacity and neither CONTRACTOR nor CONTRACTOR'S employees shall be considered as employees of the COUNTY. This Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the COUNTY and the CONTRACTOR.

**ENTIRE AGREEMENT** 

This document constitutes the entire Agreement between the COUNTY and the CONTRACTOR for services to be performed.

ASSIGNMENTS AND SUBCONTRACTS

The CONTRACTOR may enter into subcontracts for performance of portions of this Agreement only upon receipt of prior written consent of the County Department Director or his/her designee. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreement. The CONTRACTOR shall be held responsible by the COUNTY for performance of any sub-contractor.

5. INDEMNIFICATION CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR'S operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of CONTRACTOR by any person pursuant to this Agreement.

6. <u>INSURANCE</u> Without limiting CONTRACTORS indemnification of COUNTY, the CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement: Such insurance shall be provided by insurer(s) satisfactory to the COUNTY'S Risk Manager and evidence of such programs satisfactory to the COUNTY shall be delivered to County Contact Person on or before the effective date of this Agreement. These minimum insurance coverage terms, types and limits also are in addition to and separate from any other any other contractual obligation imposed upon the Contractor pursuant to this Agreement. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured. Neither the COUNTY's fallure to obtain, nor the COUNTY's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the insurance coverage requirements. CONTRACTOR shall insure the following insurance coverage as it applies to this Agreement:

Commercial General:

Providing scope of coverage equivalent to ISO policy form CG 00 01, with limits of not less than \$1 million per occurrence.

Automobile Liability:

Providing scope of coverage equivalent to ISO policy form CA 00 01, with limits of not less than \$1 million for bodily injury and property damage. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers' Compensation:

insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement, and including Employers" Liability coverage with a \$1 million per limit. Crime Insurance:

A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

(1) Dishonesty or fraudulent acts of officers, directors, or

employees of CONTRACTOR, or Disappearance, destruction or wrongful abstraction inside or outside the premises or CONTRACTOR, while in the care, custody or control of the CONTRACTOR, or

Sustained through forgery or direction to pay a certain sum in money.

E. Sexual Misconduct Liability:

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

F. Professional Liability – Errors and Omissions: Insurance covering CONTRACTOR's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

G. Property Coverage:

If, under the terms of this agreement, CONTRACTOR shall have possession of rented or leased or be loaned any COUNTY-owned real or personal property, CONTRACTOR shall provide:

> (1) Real Property: insurance providing Special form ("all risk") coverage for the full replacement value.

Personal Property: Insurance providing Special form ("all risk") coverage for the actual cash value.

RECORDS RETENTION AND INSPECTION

Within ten (10) days of COUNTY's written request, CONTRACTOR shall allow COUNTY access to financial and program records during regular business hours at any place CONTRACTOR keeps those records.

CONFLICT OF INTEREST

CONTRACTOR covenants that neither the CONTRACTOR nor any of exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

CONTRACTOR, its agents; officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

The CONTRACTOR gives and certifies with respect to the program that it will comply with all applicable COUNTY, state, and federal laws and regulations including, but not limited to Federal OMB Circulars A-102, A-110, A-122, and A-133 as they apply to the CONTRACTOR.

The CONTRACTOR further assures that:

A. Authority:

it possesses legal authority to execute the proposed program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the CONTRACTOR'S governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the program specified and to provide such additional information as may be required by the COUNTY.

B. <u>Civil Rights</u>: CONTRACTOR shall abide by the provisions of the Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e

#### SOCIAL PROGRAM AGREEMENT TERMS AND CONDITIONS

(17), (P.L. 88-353), and applicable Federal and State laws, rules and regulations prohibiting discrimination under any program activity or employment for which CONTRACTOR received funding under this Agreement. Any subcontracts awarded by CONTRACTOR shall contain this provision.

C. <u>Prohibited Actions</u>:
CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The CONTRACTOR agrees to comply with the provision of the Federal Hatch Act (5 U.S.C. Section 675 (c) of Subtitle Ref. 1501 et seq.), as amended, and with Section 675 (e) of Subtitle B of Title VI of Pub. L. 97-35, which limits political activity of certain State and local employees, and with 31 U.S.C. Section 1352, and with Section 319 (a) (1) of Title III of Pub. L 101-121 (which prohibits use of Federal funds to influence the award of Federal contracts or grants.

D. OSHA/CAL-OSHA Compliance:
CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and the California Occupational Safety and Health Act (Cal.Labor Code §6300).

10. SUSPENSION AND TERMINATIONS

The CONTRACTOR agrees to suspend program operations for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgment of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of program funds. Either party may terminate this agreement or any part hereof by giving fifteen (15) days notice to the other.

The County Department Director or his/her designee may terminate this Agreement immediately by written notice to the CONTRACTOR upon CONTRACTOR'S failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the COUNTY determine that CONTRACTOR'S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, COUNTY shall pay to CONTRACTOR for all allowable budgeted costs actually incurred by CONTRACTOR prior to the effective date of such termination less payments paid by COUNTY for such services.

If this Agreement is terminated, CONTRACTOR shall within five (5) days of receipt of notice of termination from COUNTY, notify all other parties who are subcontractors of the CONTRACTOR of such termination.

Payment shall be made upon the filing with the COUNTY, by CONTRACTOR, of a voucher(s) evidencing the time expended and the cost incurred. Said vouchers must be filed with the COUNTY thirty (30) days of date of said termination.

11. FAIR LABOR
CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

12. CITIZENSHIP
CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or COUNTY, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

13. COUNTY LOBBYISTS CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

14. USE OF RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

# 15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

#### 16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR **EMPLOYMENT**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

CONTRACTOR'S ACKNOWLEDGMENT CHILD SUPPORT COMPLIANCE PROGRAM OF COUNTY'S

As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

# 18. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a> for printing purposes.

**TERMINATION FOR DEFAULT** 

Services performed under this Agreement[ may be terminated immediately in whole or in part by COUNTY by providing to CONTRACTOR a written Notice of Default if 1) CONTRACTOR fails to perform the services within the time specified in this Agreement or any extensions approved by COUNTY, 2) CONTRACTOR fails to perform any other covenant or conditions of this Agreement, or 3) CONTRACTOR fails to make progress so as to endanger its performance under this Agreement.

In its sole discretion, COUNTY may include in the Notice of Default a period of time for CONTRACTOR to cure the Default(s).

Without limitation of any additional rights or remedies to which it may be entitled, if COUNTY terminates all or part of the services because of CONTRACTOR'S Default, COUNTY, in its sole discretion, may procure replacement services, as determined by COUNTY at its sole discretion.

20. TERMINATION FOR IMPROPER CONSIDERATION
County may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement

if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an Intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR. CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts:

21. FINAL REPORT

CONTRACTOR shall complete and submit a report to the Executive Office of the County of Los Angeles Board of Supervisors ("Final Report") under penalty of perjury to identify the goals, objectives and specific activities stated in the Agreement, and to certify that the contract satisfied the social needs of the County. Further, the Final Report shall identify the actual expenses incurred and state the amount unused in order to be returned to the COUNTY. CONTRACTOR shall provide receipts and/or a budget to specify how funds were expended.

22. NOTICES

Notices will be sent to the CONTRACTOR addressed as follows:

City of Santa Fe Springs 1710 Telegraph Road Santa Fe Springs, CA 90670

Juanita Trujillo, Mayor

(562) 868-0511

(Contact Person)

(Telephone Number)

City of Santa Fe Springs

(Contractor's Name)

Notices, performance and fiscal reports shall be sent to the COUNTY as follows:

Board of Supervisors County of Los Angeles 500 W. Temple Street, Room 383 Los Angeles, CA 90012

Attention:

MARTIN GARCIA, FISCAL SERVICES

March 14, 2019

# City of Santa Fe Springs

City Council Meeting

April 23, 2019

**NEW BUSINESS** 

Landscape Maintenance Services - Authorization to Advertise Request for Proposals

### RECOMMENDATION

That the City Council authorize the Director of Public Works to advertise a Request for Proposals for Landscape Maintenance Services.

#### **BACKGROUND**

On July 1, 2016, the City Council approved a three-year contract with Complete Landscape Care, Inc., (Complete), to provide landscape services to the City. The contract grants the City the option to renew for two, one-year terms based on performance. Complete is requesting an adjustment of 9.6% to the monthly compensation fee. City staff is recommending that the City Council not exercise the option to renew the contract, based on Complete's request to increase the contract amount. Consequently, Complete's contract is set to expire on June 30, 2019.

City staff has prepared a Request for Proposals (RFP) for Landscape Services that provides for the City to award a contract to a contractor that meets the City's landscape maintenance requirements based on qualifications and experience in performing similar work.

The Contractor's proposed annual fee is an important criterion for the selection process. However, the City reserves the right to select the contractor that presents the best qualifications and not necessarily the lowest annual fee.

The RFP includes a Monthly Service Schedule geared to enhance the quality of service, and maintain cost-effective measures. This schedule will provide accurate monthly invoicing by identifying the service areas, and work performed in detail each month. This allows the City the opportunity to adjust service requirements compatible with changes in weather patterns or unforeseen factors, and adjust the cost for services accordingly.

FISCAL IMPACT

The cost of the Landscape Maintenance Services Agreement is included in the Department of Public Works Operation and Maintenance Budget.

INFRASTRUCTURE IMPACT

The maintenance of the City's landscape and hardscape is vital to the residents' and businesses' safety, welfare and overall quality of life. This activity is also necessary to protect the City's assets including parks, parkettes, medians, parkways, and facilities.

Raymond R. Cruz City Manager

Attachment:

Exhibit A: Request for Proposals

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: April 17, 2019

# CITY OF SANTA FE SPRINGS

## **REQUEST FOR PROPOSALS**

# LANDSCAPE MAINTENANCE SERVICES



# DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

Al Fuentes, Project Manager City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 Phone: (562) 868-0511, Extension 7355

**April 23, 2019** 

### REQUEST FOR PROPOSALS

### LANDSDCAPE MAINTENANCE SERVICES

The City of Santa Fe Springs ("City") a municipal corporation, is requesting proposals from qualified professional landscape contractors to provide all materials, equipment, tools, labor, and incidentals as required to perform the landscape and hardscape maintenance of the City's medians, parkways, parks, and public facilities.

The City invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, <u>until 3:00 p.m.</u> on Tuesday, May 28, 2016,

Interested proposers must submit four (4) copies of their proposal labeled "Proposal for Landscape Maintenance Services" to:

Noe Negrete Director of Public Works City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

The Department of Industrial Relations (DIR) State of California is currently in full implementation of Senate Bill 854 for new public works projects. The public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities. Contractors and Subcontractors must comply with DIR registration requirements as specified in Labor Code 1725.5, 1771.1(a), 1771.1, 1771.4. Additional information is available on DIR's Public Works webpage (www.dir.ca.gov), with resources that include a webinar, presentation slides and frequently asked questions regarding SB 854. Special attention is called out to Page B-6 of Instruction to Bidders regarding Wage Scale.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a valid C27 license Code at the time this contract is awarded. The successful Contractor and all subcontractors will also be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

The City reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Contractor whose proposal best meets the requirements of the RFP as determined by the City. The proposal submitted by the selected Contractor shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

### INSTRUCTIONS TO PROPOSERS

## 1. TIMELINE TO SOLICIT PROPOSALS

In support of the selection process, the following timeline has been established:

### DESCRIPTION

Request for Proposals Released Deadline to Submit Questions

Deadline to Receive Proposals

### DATE/TIME

Monday, April 29, 2019

Monday, May 13, 2019 at 4:00 p.m.

Tuesday, May 28, 2019 at 11:00 a.m.

The City reserves the right to modify any element of the timeline should that become necessary.

### 2. PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting has been scheduled for Tuesday, May 7, 2019 at 10:00 am, at the City of Santa Fe Springs Municipal Services Yard Conference Room, 12636 Emmens Way, Santa Fe Springs, CA 90670. The meeting will begin promptly at 10:00 am. A City representative will be present. Attendance will be taken for follow-up contact purposes only. A formal presentation is not planned; however, verbal questions will be answered only in so far as clarifying the Request for Proposal document. Submittal of written questions following the meeting is encouraged and the City will determine if a response is warranted. Response to written questions will be in the form of a City-issued Addendum or Question and Answer Document.

Attendance at this meeting is not mandatory. The City will accept Proposals from Contractors that do not attend the meeting. There will be not be a follow-up pre-proposal meeting for contractors unable to attend this meeting.

### 3. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the Department of Public Works, City of Santa Fe Springs, by 11:00 a.m. on Tuesday, May 28, 2019. Contractors must submit four (4) copies of their Proposal labeled "Proposal for Landscape Maintenance Services" to:

Noe Negrete, Director of Public Works City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670-3658

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Contractor unopened.

# 4. DISSEMINATION OF RFP INFORMATION

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals ("RFP"), or other material related to

this solicitation. By submitting a proposal, Contractors are deemed to have constructive knowledge and notice of all information pertaining to this RFP.

### 5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Contractors will be required to document that they are aware of all addenda issued by the City in their proposal.

# 6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

## A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Mr. Al Fuentes, Program Manager, who can be reached at (562) 868-0511, ext. 7355 or by email at alfuentes@santafesprings.org

### B. Clarifications of the RFP

Contractors are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Contractor require clarifications to this RFP, the Contractor shall notify the City in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

### C. Submitting Requests

All questions must be submitted to the City by 4:00 p.m. on Monday, May 13, 2019. The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 4:00 p.m. on Monday, May 13, 2019 will not be responded to.

### D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on Monday, May 20, 2019.

## 7. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Contractor who elects to submit a proposal in response to this RFP or by any Contractor

that is selected. Pre-contractual expenses are defined as expenses incurred by Contractors and the selected Contractor, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;
- Negotiations with the City on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Contractor prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Contractor.

### 8. CONFLICT OF INTEREST

By responding to this RFP, the Contractor represents to the best of its knowledge that:

- Neither Contractor, nor any of its affiliates, proposed subcontractors, and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Contractor, nor any of its affiliates, proposed subcontractors and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Contractors, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the City.
- Neither Contractor, nor any of its affiliates, proposed subcontractors or associated staff, have any financial interest in any property that will be affected by any of the referenced projects.
- Neither Contractor, nor any of its affiliates, proposed subcontractors, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with the referenced projects.

### 9. PERSONNEL

It is imperative that personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful performance of the Scope of Services. The Contractor must identify all proposed personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

# 10. BASIS FOR AWARD OF CONTRACT

The City intends to select the Contractor on the basis of demonstrated competence and professional qualifications in accordance with Scope of Services. To that end, the contract is to be awarded to the Contractor whose proposal best meets the technical requirements of

the RFP as determined by the City. Should an award be made, the proposal submitted by Contractor shall be incorporated as part of the final contract accordingly.

### 11. TERM OF AGREEMENT

The term of the Landscape Maintenance Services Agreement with the selected Contractor is thirty six (36) months, effective the date of executing the Agreement. The City reserves the right to extend the original term by two (2) additional one (1) year terms based on performance and City Council approval.

The City will compensate the Contractor for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The Contractor will provide an invoice clearly documenting the services performed consistent with an approved Monthly Service Schedule.

# 12. REQUIRED FORMAT FOR PROPOSALS

The City is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed twenty (20) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray qualifications, experience, etc. is discouraged.

Contractors are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

### A. Letter of Offer

- The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:
- Identification of Contractor, including name, address and telephone number.
- Name, title, address, and telephone number of contact person.
- A statement to the effect that the Proposal shall remain valid for a period of not less than forty-five (45) calendar days from the date of submittal.
- Identification of all proposed subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Contractor is obligated by all addenda to this RFP.
- A statement that the Proposal submitted shall remain valid for forty five (45) calendar days from the submittal deadline.
- Signature of a person authorized to bind Contractor to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Contractor to satisfactorily perform the required work. More specifically, in this section, the Contractor shall:

- Provide a profile of the Contractor including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Contractor's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Contractor's ability to provide Landscape Maintenance Services.)
- Provide information on the strength and stability of the Contractor's current staffing capability and availability; current work load; and proven record of meeting schedules on similar landscape maintenance contracts.

C. Proposed Staffing

• The identity of personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

### D. Subcontractors

The City desires to enter into a contract with one Contractor that will be responsible for all work, and services. There is to be no assignment of any aspect of this work without the prior written authorization from the City.

### E. Fee Schedule for Service Areas

Contractors must complete and include as part of the proposal, the attached Service Fee Schedules, including the Fee Schedule Summary, Detailed Fee Schedule and Hourly Rate Schedule.

### F. Client References

List the five (5) most recent similar clients (including name, address, contact person, and phone number). The City is most interested in government and California clients and may randomly select agencies to contact from the reference list as part of the evaluation process.

G. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Contractor that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.

# 13. PROPOSAL EVALUATION PROCESS AND CRITERIA

### A. GENERAL

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. The proposed Annual Total Fee will be an important criterion; however, the City reserves the right to select a Contractor that presents the best qualifications, but not necessarily the lowest Annual Total Fee Amount.

### B. EVALUATION CRITERIA

- Completeness of proposal.
- Contractor's experience in performing similar work.
- Contractor's capability to perform the work based on staffing and equipment.
- Contractor's demonstrated understanding of the scope of work.
- Quality of work previously performed by the Contractor as verified by reference checks.
- Annual Total Fee proposal.

## C. EVALUATION AND RANKING

After evaluating all proposals received, the City will rank the firms and a maximum of three (3) most qualified firms will be invited to an interview with the City Evaluation Committee, if necessary as deemed by the City.

# D. INTERVIEW (If Necessary)

The Contractor should have available the project manager and key project personnel to discuss the following:

- The major elements of the Proposal and be prepared to answer questions clarifying the Proposal.
- A description of previously related experience.

### E. FINAL SELECTION

The final selection will be the Contractor which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the Proposals received.

# 14. EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

### 15. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Contractor will be required to submit to the City the required insurance certificates for the Contractor and its employees.

The successful Contractor shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The Contractor selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Contractor:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

### 16. RIGHTS OF THE CITY

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the Scope of Services; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a back ground check of any Contractor. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Contractor.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for

- submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential Contractor on the basis of real or perceived conflict
  of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential Contractor and to negotiate with other potential Contractors who are deemed qualified.
- Although cost is an important factor in deciding which Contractor will be selected, it
  is only one of the criteria used to evaluate Contractors. City reserves the absolute right,
  in its sole discretion, to award a contract, if any, which under all the circumstances will
  best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to
  determine whether any alternate proposals are equal to the specifications and general
  requirements, and to accept proposals with minor variations from the Request for
  Proposals and/or conditions. The City reserves the right to negotiate for a higher level,
  lower level or additional services.

This RFP is not a contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any Contractor and the City makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between the City and Contractor, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Contractor shall secure a City of Santa Fe Springs business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

### Waiver of Proposals

Proposals may be withdrawn by submitting written notice to the City's Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the City.

### 17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Contractor acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Contractor believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

### SCOPE OF SERVICES

### **GENERAL CONDITIONS**

The following general conditions detail basic program requirements and services to be provided under the contract.

### A. NOT AN AGENT OF CITY

It is expressly understood and agreed that the Contractor furnishing all labor, services, materials and equipment and performing the work as provided in the Agreement is acting as an independent contractor and not as an agent or employee of the City.

# B. PERFORMANCE OF WORK-GENERAL

Contractor shall, at its own cost and expense, furnish all labor, materials, tools, equipment and incidentals required by the Scope of Services and as referenced in the Agreement. The general items of work includes the maintenance of the landscape and hardscape of the City's medians, parkways, greenbelts, planters, parkettes, athletic fields, and City facilities.

### C. LOCATION OF WORK

The location of each work area and facility to be serviced is identified in the Detailed Service Area Fee Schedule.

# D. <u>EMERGENCY INFORMATION</u>

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road) and the Fire Department (11300 Greenstone Avenue).

# E. STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any material furnished shall be subject to the approval of the Contract Administrator; and that both work and materials will meet the requirements of this Agreement.

### F. REPRESENTATIVES

# 1. CITY - CONTRACT ADMINISTRATOR

City shall designate the Director of Public Works or his designee as the City's Contract Administrator, and shall act as the City's representative for the performance of the Agreement. The Contract Administrator shall have the power to act on behalf of the City for all purposes under the Agreement. Contractor shall not accept direction or orders from any person other than the City's Contract Administrator.

### 2. CONTRACTOR - SUPERVISOR

Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of this Agreement. The Supervisor shall have full authority to represent and act on behalf of the Contractor for all purposes under the Agreement. The Supervisor shall supervise and direct the performance of the Scope of Services. The Supervisor shall meet with the Contract Administrator as necessary to effectuate the purposes of the Agreement, and must be available to respond to inquiries, job walks and inspections of the maintained areas as required.

The Supervisor shall have at least five (5) years' experience in the management of landscape maintenance services for municipal government entities.

Contractor shall submit to the Contract Administrator a resume for the proposed Supervisor.

The Supervisor shall be on site for a minimum of twenty (20) hours per week. The cost for the Supervisor shall be included as part of the fee for each of the service areas as identified in the Detailed Service Area Fee Schedule. A separate cost for the Supervisor will not be accepted unless it is approved in advance by the City as Extra Work.

## 3. CONTRACTOR- IRRIGATION SPECIALIST

Contractor shall maintain on staff an Irrigation Specialist with demonstrated competency, knowledge and experience in the use, programming, troubleshooting, maintenance and repair of all stand-alone and centralized irrigation controllers used by the City.

Contractor shall provide an Irrigation Specialist for a minimum of sixty (60) hours per week to provide preventive maintenance and minor irrigation system repair services. Each Irrigation Specialist assigned to the City shall have their own vehicle to perform irrigation system services.

Irrigation Specialist shall have at least five (5) years' experience in the diagnosis, repair, replacement, and installation of all irrigation system components, including controllers, wiring and connections, mainlines, backflow prevention devices, control valves, master valves, flow sensors, pressure regulators, etc.

The Contractor shall submit to the Contract Administrator a resume for the proposed Irrigation Specialist.

The cost for the Irrigation Specialist shall be included as part of the fee for each of the service areas as identified in the Detailed Service Area Fee Schedule. A separate cost for the Irrigation Specialist will not be accepted unless it is approved in advance by the City as Extra Work.

See pages eleven (11) and twelve (12) of the Scope of Services for details regarding irrigation system maintenance and repairs.

### 4. CONTRACTOR – GROUNDSKEEPER

Contractor shall provide three (3) Groundskeepers. Each Groundskeeper shall be assigned to and responsible for the landscape and maintenance of one of the following City facilities:

- (a) City Hall
- (b) Clarke Estate
- (c) Heritage Park

Each Groundskeeper shall be assigned to a facility eight (8) hours per day, Monday through Friday (40 hours per week for 52 weeks). The Groundskeeper's work schedule shall including working inclement weather days.

# G. MATERIALS PROVIDED BY CONTRACTOR

Contractor shall furnish all materials needed to complete the Scope of Services, except those materials specified to be furnished by the City. Contractor is responsible for applying and installing materials provided by the City.

# H. MATERIALS PROVIDED BY THE CITY

City shall provide the following materials to the Contractor:

- 1. Waste disposal bins and disposal.
- 2. Irrigation parts required to make repairs and replacement.
- 3. Annual color flowers for flower beds designated and scheduled by the City. Application schedule is quarterly.

### I. <u>WORKFORCE</u>

Contractor shall pay all workmen engaged in the work, minimum wage rate as determined by the State of California Secretary of Labor.

The Contractor shall provide sufficient personnel to perform all work in accordance with the Agreement.

### J. UNIFORMS

Contractor's personnel shall be clearly identifiable as an employee of the Contractor while working in the City by wearing clean and neat uniforms, complete with company name, logo and nametag.

The Contractor shall require its personnel to work proper work shoes and other clothing and gear required by Federal and/or State of California Safety Regulations.

## K. VEHICLES AND EQUIPMENT

Contractor shall provide an adequate number of vehicles and equipment to perform the Scope of Services. All vehicles 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 and jurisdiction.

Contractor shall make available sufficient back-up vehicles and equipment to ensure that the provision of services remains uninterrupted during the term of the Agreement.

The Contractor's vehicles shall be clearly identifiable by company name, logo, and local telephone number printed conspicuously on the vehicle. Each vehicle shall also bear a distinct identification number.

The noise level generated by vehicles and equipment shall not exceed a single-event noise level of seventy-five (75) decibels at a distance of twenty-five (25) feet from the vehicle or equipment.

# L. COOPERATION WITH OTHER WORK FORCES

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by other agencies, City and companies. The City, its workers and contractors, utility companies and others, shall have the right to operate within or adjacent to the work site during the performance of the Scope of Services.

The Contractor shall not be entitled to any additional compensation from the City for damages or delay resulting from such simultaneous, collateral, and essential work.

# M. <u>CLEANING AND ENVIRONMENTAL CONTROLS</u>

Contractor shall comply with all applicable litter, pollution and environmental laws (National Pollutant Discharge Elimination System Regulations) while performing the Scope of Services. All subcontractors and employees shall likewise obey these laws and it shall be the responsibility of the Contractor in insure compliance.

Contractor shall exercise every reasonable precaution to protect storm drains from pollution. The Contractor shall not discharge smoke, dust or any other pollutants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Contractor shall separate litter and trash from landscape green wastes and dispose of these waste materials in the appropriate waste disposal bins distributed throughout the City.

# N. PROTECTION OF PROPERTY

Contractor shall be responsible for the protection of public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during the operations of the Contractor, the Superintendent shall immediately notify the property owner(s) or authorities.

Contractor shall repair or replace all existing improvements that are damaged as a result of its operations, at its own expense. The Contractor shall pay all damages and losses incurred. Repairs and replacements should be at least equal to existing improvements and shall match them in finish and dimension. Landscaping damaged by the Contractor's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

O. TRAFFIC CONTROL - PUBLIC CONVENIENCE AND SAFETY

Contractor shall comply with the requirements of the American Public Works Association Traffic Control Handbook, and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

- 1. Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
- Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed, unless otherwise approved by the Contract Administrator.
- 3. Contractor shall furnish and maintain all signs to safely guide the public through the project limits, as described herein, and as directed by the Contract Administrator.
- 4. Contractor's employees working within the right-of-way shall wear reflective vests at all times.
- Lane Closures. In compliance with the California Traffic Control Handbook, Contractor shall provide, at its own expense, all materials, equipment and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic personnel, etc.
- 6. Parking Restrictions. When necessary to facilitate the work, on-street parking of Contractor vehicles shall be restricted to within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than seventy two (72) hours in advance of the start of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates and hours when the parking restrictions will be in effect.

### P. CUSTOMER SERVICE

- 1. Office Hours. Contractor's office hours shall be weekdays from 7:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays, and holidays. A Contractor representative shall be available by telephone during office hours for communication with the City's Contract Administrator at the Contractor's principal office.
- 2. <u>After Hours Emergencies.</u> Contractor shall maintain an emergency telephone number for use outside normal business hours. Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

## Q. PERMITS AND LICENSES

Contractor shall obtain all applicable permits and licenses required by other agencies of the State of California and County of Los Angeles, as well as a City business license. All applicable permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

# R. DATA TO BE FURNISHED BY THE CONTRACTOR

Contractor shall furnish the Contract Administrator access to such information as may be required in connection with the progress and manner of the Scope of Services, including all information necessary to determine costs, such as the number of persons employed, their rate of pay, the time during which they worked on site and other pertinent data.

## S. MAINTENANCE SCHEDULES

- 1. General. The Scope of Services shall be performed on a regular schedule, in accordance with the frequencies described in the Detailed Bid Schedule and incorporated herein by reference.
- 2. <u>Initial Monthly Service Schedule.</u> Within forty-eight (48) hours after the Notice to Proceed, and prior to the start of any work, the Contractor shall submit to the Contract Administrator for approval the proposed initial Monthly Service Schedule that reflects the service frequency identified in the Detailed Service Area Fee Schedule. The Contract Administrator will communicate approval or a revised schedule within five (5) working days.
- 3. <u>Monthly Service Schedules.</u> After the initial schedule, Contractor shall provide updated Monthly Service Schedules to the Contract Administrator not later than the first Friday of each month until completion of the Agreement. The updated Monthly Service Schedule should show any significant changes in activities since submission of the previous schedule, including upcoming seasonal periodic work.

# T. MONTHLY REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

The Contractor Administrator and Superintendent shall meet <u>monthly</u> to review the performance and quality of service by the Contractor as identified in the prior month's Service Schedule. The monthly review will include on-site visits to service areas to be determined by the Contract Administrator.

# U. CHANGES TO THE SCOPE OF SERVICES- CONTRACTOR

If conditions develop during the progress of the work and the Contractor finds it impractical to comply strictly with the provisions of the Agreement or the Scope of Services, Contractor may request in writing for a modification of requirements or methods of work. The Contract Administrator is authorized to approve the requested change.

# V. CHANGES TO THE SCOPE OF SERVICES - CITY

The City reserves the right to make such changes in the Scope of Services or to add Extra Work and as determined by the Contract Administrator to be necessary or in the City's best interests. Changes may include alterations, deviations, and additions of Extra Work or deletions from the Scope of Services. The City reserves the right to increase or decrease the frequency of any item or portion of work or to omit any item or portion of the Scope of Work.

The City reserves the right to solicit a minimum of three (3) bids from qualified Landscape Services firms to perform Extra Work.

- 1. Extra Work. Extra work shall include specific tasks of work outside the Scope of Services. Such extra work shall have a specific written scope of services, cost and schedule agreed upon the City and the Contractor. City will provide Contractor with a written Authorization to Proceed. Compensation for extra work will be based on Contractor's Extra Work Rate Schedule.
- 2. <u>Changes to Scope of Services</u>. Changes to the Scope of Services shall include specific additions to or deletions from the Scope of Services set forth in the Agreement, or an increase or decrease in the frequency of any item or portion of the Scope of Services.

The cost per month for added or deducted work areas shall be determined by computing the area (in square feet) of the added or deducted work area multiplied by the monthly bid price for the corresponding quantity of turf, planted area or hardscape area as listed in the Detailed Service Area Fee Schedule incorporated herein by reference.

# W. WORK TO BE PERFORMED BY CONTRACTOR

- 1. Contractor shall maintain the landscape and hardscape areas identified in the Detailed Service Area Fee Schedule and incorporated herein by reference. The scope of work shall generally include maintenance of landscaped median islands, public parkways (greenbelts and planters and tree wells), parks, parkettes, parking lots, athletic fields and City facilities' landscape and hardscape areas.
- 2. Contract Administrator and Contractor shall jointly determine <u>not</u> work or perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover or turf areas. The Contract Administrator and

Contractor shall jointly determine to suspend the work, wholly or in part, for such period of time as may be deemed necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable performance of the work. Any work not performed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.

- Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hours or notification. If Contractor 3. cannot be notified or does not respond in a timely manner, the City will respond to the emergency.
- Contractor shall schedule his operations so as not to interfere with the public's use 4. of the areas set forth in the Detailed Service Area Fee Schedule. Contractor shall conduct its operations so as to provide maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

### **WORKING HOURS** X.

Unless otherwise approved by the City, work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. from Monday through Friday. No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 p.m. and 7:00 a.m. of the next day, pursuant to the City of Santa Fe Springs Municipal Code.

No work shall be performed at night, Saturday, Sunday or during City holidays, as follows: New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day, Every day appointed by the President or Governor for a public holiday. When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

# Y. EMERGENCY WORK

The City may call upon the Contractor to respond to an emergency situation that requires immediate attention during working hours and outside of working hours. The City will be the sole judge in determining an emergency situation. Contractor shall be required to respond to the emergency within one (1) hours of notification by the City. Claims for additional compensation for emergency work will be paid as extra work.

### COMPENSATION AND BILLING Z.

Payment for regular recurring landscape maintenance services provided under the Agreement shall be at the annual bid price, to be paid in equal monthly installments. Contractor shall only be compensated for actual services rendered in accordance with the Detailed Service Area Fee Schedule. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement. Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

### AA. <u>DEDUCTIONS</u>

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

- 1. Work required as identified in the Detailed Service Area Fee Schedule that is defective, incomplete or not performed, including any maintenance not performed due to inclement weather and not rescheduled.
- 2. Claims filed or reasonable evidence indicating probably filing of claims for damages caused by the Contractor to private or public property.
- 3. Expenses incurred by the City to perform work required as identified in the Detailed Service Area Fee Schedule that the Contractor performed in a defective or incomplete manner.

## STANDARDS OF PERFORMANCE

The Contractor shall perform the following services:

### A. MOWING

Turf shall be mowed with a properly sharpened power rotary mower to ensure a smooth surface appearance without scalping or leaving visible clippings on the turf or adjacent walkways.

The mowing heights will be adjusted according to the needs of the City or during periods of renovation. A mowing schedule shall be established and maintained. This schedule will provide that all areas will be mowed not less than once a week. Mowing personnel shall flag broken sprinkler heads for repair.

### B. EDGING

Grass along sidewalks, curbs, shrub and flowerbeds, and walls shall be trimmed to a neat and uniform line. Edging shall be done concurrent with each mowing. Turf edges shall be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent hardscape areas are to be cleaned. All trash and debris generated by mowing and edging shall be collected and removed immediately following the work performed.

Where trees occur in turf areas, all grass shall be removed 6 inches from the trunks of trees by approved chemicals or by hand as required. Mulch shall be applied to the base of tree trunks to reduce weed growth. String trimmers may not be used to clear turf around trees.

Contractor shall trim around all sprinkler heads as necessary in order to provide maximum irrigation coverage. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods.

C. FERTILIZATION

Contractor will provide fertilizer and fertilize all turf areas at each City facility four (4) times per year, in accordance with the attached Pesticide and Fertilizer Schedule.

D. AERATION

Contractor will provide core aeration of all turf areas at each City facility two (2) times per year. The first aeration shall be performed in the months of March/April. The second aeration shall be performed in the months of October/November. Core aeration shall be performed removing ½ inch diameter by six (6) inch deep cores of turf, roots, and soil with tines not more than 6 inches spacing. Cores shall be pulverized over the turf surface.

E. SEASONAL OVERSEEDING

Contractor shall reseed all turf areas as identified in the Detailed Service Area Fee Schedule once a year in November, and pursuant to the Contract Administrator's authorization. The City will provide the seed to the Contractor. All bare or sparse areas shall be seeded at the direction of the Contract Administrator.

F. WEED CONTROL

Turf areas will be maintained in as nearly a weed-free condition as reasonably possible. The Contractor will provide the chemicals. The Contractor shall apply chemicals for weed control in accordance with the attached Pesticide and Fertilizer Schedule.

G. ANNUAL COLOR

Contractor shall install annual color flowers every 3 months (4 times per year) at City Hall, Clarke Estate and Heritage Park only. The City will provide the color flowers to the Contractor. The Contract Administrator will identify the areas at each identified City facility where the color flowers will be installed. This schedule may be subject to change by the City.

### Annual Color Schedule

- 1. First two weeks in March
- 2. Second two weeks in June
- 3. Second two weeks in September
- 4. First two weeks in December

# H. PLAYGROUND AREAS - PARKS AND PARKETTES

In addition to the landscape and hardscape maintenance, Contractor shall maintain the playground area surfaces by raking the sand, wood chips, engineered wood or other surface material adjacent to and under playground equipment including but not limited to swings, slides, stairs, etc. Special attention shall be given to the landing areas for the playground equipment.

Contractor shall inform the City when additional playground surface material is required to maintain a level surface. The City shall install the surface material.

### PRUNING I.

Contractor shall perform pruning of all shrubs located within each of the City's service areas to promote healthy growth habits for shape and appearance. Shrubs shall be maintained free of damaged, dead, weak, diseased or insect-infested limbs, flowers, seed heads or fruiting bodies. Contractor shall remove all clippings the same day shrubs are pruned. Pruning shall be performed as often as necessary to maintain public safety, neat, tidy appearance and a vigorous healthy condition of all shrubs.

Contractor shall perform pruning services of low-hanging tree branches that pose a risk to public safety.

### MAINTENANCE OF HARDSCAPE J.

Contractor shall maintain all hardscape areas identified in the Detailed Service Area Fee Schedule in a clean and safe condition. All litter shall be manually removed or vacuumed. Contractor shall not be permitted to use water to clean hardscape surfaces. Contractor shall not blow dirt or debris into traffic lanes.

Contractor shall maintain monument signs clean of dirt and debris. Vandalism of monument signs shall be reported to the Contract Administrator.

### IRRIGATION SYSTEM MAINTENANCE K.

In accordance with State water regulations, Contractor shall be responsible for irrigating all landscaped areas as required to maintain vigorous growth rate and appearance. Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing runoff, and the relationship of conditions that affect day and night watering.

Contractor shall be responsible for maintaining all systems within the areas identified in the Detailed Service Area Fee Schedule and for the correction of coverage, sprinkler adjustments, nozzle replacements, head cleaning, minor valve and controller maintenance.

Contractor shall perform the following irrigation system maintenance services:

- Perform periodic irrigation system checks and make adjustments to sprinkler system function and coverage following mowing or recurring maintenance activity. 1.
- Establish and maintain a schedule of performing irrigation system checks. 2.
- Flag broken sprinkler heads for repair or replacement with each mowing or 3. recurring maintenance activity.
- Manually irrigate areas that do not have automatic sprinkler systems, or during 4. periods of prolonged heat.

- 5. Program irrigation controllers and make adjustments to sprinkler frequency and duration of cycle length.
- 6. Program controllers such that irrigation occurs between the hours of midnight and 5:00 a.m. Frequent repeat cycles may be required to germinate grass seed or reduce irrigation runoff.

### L. IRRIGATION SYSTEM REPAIRS

Contractor shall perform minor (routine) repairs to the irrigation system arising from normal wear and tear at no additional cost to the City.

Minor repairs shall include but not limited to:

- 1. Replacement of nozzles, pop-up spray heads, rotary sprinkler heads, drip irrigation emitters, tubing and filters.
- 2. Repair/replacement of automatic control valve solenoids, bleed screws, diaphragms, etc.
- 3. Repair/replacement of broken swing joint assemblies, risers, quick couplers, etc.
- 4. Replacement of automatic controller batteries and other minor adjustments.
- 5. The City shall provide irrigation system parts for minor repairs.

Contractor shall perform major (extraordinary) repairs to the irrigation system not described above for additional compensation by the City. Major repairs shall be performed as follows:

- 1. Contractor shall provide the City with a written estimate price to perform the major repairs. Major repairs will be billed as Extra Work following completion of the work and approval by the City.
- 2. The City will provide irrigation system parts for major repairs.
- 3. The City reserves the right to perform major repairs with its own staff or a third party.

# CITY OF SANTA FE SPRINGS

# PESTICIDE AND FERTILIZER SCHEDULE

JANUARY	Provide City with copies of all pesticide licenses, permits, pesticide labels. Safety Data Sheets and pest control recommendations that will be used during the year.
FEBRUARY	Fertilizer plus Herbicide for pre-emergent weed control.
MARCH	Blanket spray all turf areas City-wide with Speed Zone pesticide for broad leaf weeds.
APRIL	<b>Fertilize</b> with 16-06-08 to stimulate growth and green-up of permanent grasses.
MAY	Spot spraying of broadleaf weeds City-wide.
JUNE	Spot spraying of broadleaf weeds City-wide.
JULY	Spot spraying of broadleaf weeds City-wide.
AUGUST	Fertilize with 16-06-08.
SEPTEMBER	Spot spraying of broadleaf weeds City-wide.
OCTOBER	Spot spraying of broadleaf weeds City-wide.
NOVEMBER	Fertilize with 6-20-20 to enhance the turf from the fall over seeding. Spot spraying of broadleaf weeds City-wide.
DECEMBER	Spot spraying of broadleaf weeds City-wide.

Proposers	Name:	
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### CITY OF SANTA FE SPRINGS LANDSCAPE MAINTENANCE SERVICES FEE SCHEDULE

SERVICE AREAS	Monthly To	otal Annual Total
#1 – MEDIANS AND PARKWAYS	\$	\$
#2 - PARKS AND PARKETTES	\$	\$
#3 - FACILITIES	\$	\$\$
	GRAND TOTAL: \$	\$

The Contract will be awarded based on the Grand Total.

Site	Service Frequency	Facility Type	Square Footage Monthly Price	rice Annual Price
No. Site name				
SERVICE AREA #1 - MEDIANO 2010 - 111			15 137 \$	<sub>4</sub>
M-01 Alondra Blvd	Weekly	Median		
Shoemaker Ave to Valley View Ave		4	18.357 \$	s
M-02 Bloomfield Ave	Weekly	Greenbeit		
Telegraph Rd to Heritage Springs Dr.		Modification and including the second	23.165 \$	s
M-03 Bloomfield Ave	Weekly	Mediali		
Telegraph Rd to Lakeland Ave		***************************************	16.569 \$	G
M-04 Broaded St	Weekly	dieelibeit		
Millergrove Dr to Alburtis Ave		South Conter Median	26.623 \$	s
M-05 Carmenita Rd	Weekly			
Alondra Blvd to Imperial Hwy		Uardecano/Dianters	36.543 \$	s
M-06 Carmenita Rd	Weekly	natuscaperranters		
Foster Rd to Cambridge St		Unrdenane/Dlanters	61.727 \$	€ <del>S</del>
M-07 Florence Ave	Weekly	naluscaperiances		
Bloomfield Ave to Norwalk Blvd		Modian	77.928 \$	<del>G</del>
M-08 Florence Ave	Weekly	Mediali		
City boundary to Carmenita Rd		100000	24,878 \$	\$
M-09 Florence Ave	Weekly	O George		
Orr & Day Rd to Ringwood Ave	:	rotacio	5,707 \$	ક્ક
M-10 Getty Drive	Weekly	Flanter		
Cul-de-Sac to Lakeland Drive		orotocological	18.354 \$	s
M-11 Imperial Highway	Weekly	naluscaper lances		
Bloomfield Ave to Transportation Drive		10 P	10.000 \$	s
M-12 Imperial Highway	Weekly	Medial		
Bloomfield Ave to Transportation Drive				

Service Frequency	Facility Type	0	Monthly Price	Annual Price
Weekly	Greenbelt/Planter			
Weekly	Median	5,335	φ   	
Weekly	Greenbelt	12,746	\$\$           	
Weekly	Greenbelt	7,713	\$           	
Weekly	Median	5,256	\$	
Weekly	Greenbelt	19,221	\$	
Weekly	Median Planter	50,756	\$	
Weekly	Greenbelt	20,512	φ	\$
Weekly	Greenbelt	4,972	φ	\$
Weekly	Median	95,900	Б	φ
Weekly	Greenbelt	15,111	Н	<b>4</b>
Weekly	Planter	58,400	φ	₩

Site	Service Frequency	Facility Type	Square Footage	Monthly Price	Annual Price
M-25 Santa Fe Springs Rd	Weekly	Median	29,985	• · · · · · · · · · · · · · · · · · · ·	
Telegraph Rd to Los Nietos Rd			73 408	U	
M-26 Santa Fe Springs Rd	Weekly	Greenbeit/Planter			
McCann Dr to Los Nietos Rd					
M-27 Slauson Ave	Weekly	Median/Planter	32,0,05	A	
Sorensen Ave to Santa Fe Springs Rd					
M-28 Sorenson Ave	Weekly	Median	3,981	A	
Washington Blvd to Slauson Ave					
M-29 <b>Telegraph Rd</b>	Weekly	Greenbelt	8,411		
NW Corner of Telegraph Rd and Laurel Ave					
M-30 Telegraph Rd	Weekly	Median	117,554	A	
Cedardale Drive to City Boundary		3	0		
M-31 Telegraph Rd	Weekly	Greenbelt/Planter	9,909	#	
NW Corner of Telegraph Rd and Bloomfield Ave					
M-32 Telegraph Rd	Weekly	Greenbelt/Planter	/6,54/		
Bloomfield Ave to 1400 feet east			000		
M-33 Telegraph Road	Weekly	Greenbelt/Planter	13,993		
Telegraph Road @ Rail Road Overpass			000		
M-34 Telegraph Road	Weekly	Greenbelt/Planter	13,993	#	2
Telegraph Rd to Pioneer Blvd			6		
M-35 Washington Blvd	Weekly	Median	8,200	A	
Norwalk Blvd to City Boundary					

Site No. Site Name	Service Frequency	Facility Type	Square Footage	Monthly Price	Annual Price
SERVICE AREA #1 - MEDIANS AND PARKWAYS					
M-36 Valley View Ave	Weekly	Parkway	1,525	\$	
Northwest Corner M-37 Borate St	Weekly	Parkway	1,765	\$	
Frontage of Water Well No. 12 M-38 Heritage Corporate Center	Weekly	Flag Court and Parkway	19,389 \$	\$	
Norwalk and Telegraph No.		SUBTOTAL M-01 to M-38: \$	I-01 to M-38:	\$	
SERVICE AND THE MENT WAS THE PRINCE OF THE P	THE REAL PROPERTY OF THE PROPE				

Monthly Price Annual Price		υν 	<b>У</b>	<b>У</b>	\$	<i>₩</i>	€9-	₩ ₩	\$P\$	\$ 2	\$ 00	<i>φ</i>	\$ 00	\$ \$ 29
Square Footage		906'6	12,912	5,984	10,285	5,144	4,122			14,262	510,000	8,788	255,500	786,057
Facility Type			Hardscape/Landscape	Parkette	Parkette	Parkette/City Monument Sign	Parkette	Parking Lots	Special Events	Hardscape	Park	Greenbelt/Planter	Park	Park
Service Frequency		Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Daily (Except Wednesdays)	On-Call Svcs. Sat/Sun (4 hr. min.)	April – Novernber (o mos.) Weekly	Weekly	(Athletic Fields Closed Nov-Feb) Weekly	Weekly	Weekly
ome Novice	No. Site Name	P-01 Alburtis Ave Walkway	Ne .	Bradwell Ave at Terradell St P-03 Davenrich Cul-de-Sac Parkette	Cul-de-Sac to 605 Freeway Sound Wall P-04 Davenrich Parkette	Davenrich St at Longworth Ave P-05 Florence Avenue		SW Corner of Florence Ave and Pioneer Blvd P-07 Heritage Park – Groundskeeper Services	P-08 Heritage Park – Groundskeeper Services	P-09 Jersey/Clarkman Walkway	Jersey Ave to Clarkman St P-10 Lake Center Park	Florence Ave to Clarkman St P-11 Lake Center Park Entry	Florence Ave to Clarkman St P-12 <b>Lakeview Park</b>	Joslin St/Jersey Ave P-13 <b>Little Lake Park</b>

Site No. Site Name	Service Frequency	Facility Type	Square Footage	Monthly Price	Annual Price
P-14 Longworth Parkette	Weekly	Parkette	13,989 \$	\$	
Darcy St at Longworth Ave					
P-15 Los Nietos Park	Weekly	Park	549,000 \$	#	
Charlesworth Rd to Broaded St	(Athletic Fields Closed Nov-Feb)				
P-16 Merson Garden	Weekly	Park	11,532 \$		
Telegraph Rd and Bartley Ave					
P-17 Santa Fe Springs Park	Weekly	Park	538,000 \$	9	
Davenrich St to San Gabriel River					
P-18 SFS Athletic Fields	Weekly	Park	275,999 \$	99-	
Jersey Ave and Pioneer Blvd	(Athletic Fields Closed Nov-Feb)				
P-19 Smith Ave Triangle	Weekly	Parkette	31,400 \$	جم <sup>ا</sup> ا	
Alburtis Ave to 750 feet East					
P-20 Sculpture Gardens	Weekly	Park	189,964 \$		
Mora Dr at Ontivero Pl					
P-21 Neighborhood Center	Weekly	Greenbelt/Planter	28,290	A	
Navojoa Place to Placita Place					
P-22 Post Office	Weekly	Greenbelt	8,807	es     	
Telegraph Rd					
P-23 Santa Fe High School	Weekly	Tree wells and school frontage	,	#     	
Street Frontage on Orr & Day Rd		į			***
P-24 Town Center Walkway	Weekly	Greenbelt/Hardscape/Planter	18,685	A	
Town Center: Alburtis Ave to Civic Center					
Telegraph Rd to Clarke Estate					
SERVICE AREA #2 - PARKS AND PARKETTES		SUBTOTAL P-01 to P-24:		\$	

Site No. Site Name	Service Frequency	Facility Type	Square Footage	Monthly Price	Annual Price
SERVICE AREA # 3 – FACILITIES					
F-01 Aquatic Center	Weekly	Greenbelt/Planter	18,867 \$	<i>\$</i>	
Pioneer Blvd to Clarke Estate F-02 <b>City Hall – Groundskeeper Services</b>		Planter(s)/Hardscape	€9	Ф.	
Parking Lot F-03 <b>City Yard</b>	Weekly (Bi-weekly Nov - Feb)	Greenbelt	11,538 \$	\$	
Emmens Way F-04 <b>Civic Center</b>	Weekly	Greenbelt/Hardscape	85,406 \$	<i>в</i>	
Telegraph Rd and Pioneer Blvd F-05 Clarke Estate – Groundskeeper Services		Park/Planter(s)/Hardscape	₩	\$	
F-06 Clark Estate – Groundskeeper Services	Special Services On-Call Svcs. Sat/Sun (4 hr. minimum)	Groundskeeper Services um)	€	<i></i>	
F-07 Fire Station Headquarters	April – Nov (8 mos.) <b>Weekly</b>	Greenbelt	11,762 \$	\$	
Greenstone Ave F-08 <b>Fire Station No. 4</b> Telegraph Rd	Weekly	Greenbelt	2,400 \$	<b></b>	
SERVICE AREA #3 - FACILITIES		SUBTOTALF	SUBTOTAL F-01 to F-08: \$	\$	

Proposers	Name:	
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### CITY OF SANTA FE SPRINGS LANDSCAPE MAINTENANCE SERVICES

Position	Regular/Hr.	Overtime/Hr.
EXTRA WORK HOURLY RATE SCHEDULE		
Supervisor	\$ \$_	
Foreman	\$ \$	
Groundskeeper	\$ <u> </u>	
Laborer	\$ \$	
Irrigation Specialist	\$ <u> </u>	
Irrigation Laborer	\$ <u> </u>	
Pesticide Applicator	\$ \$	

Proposers	Name:	
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## CITY OF SANTA FE SPRINGS LANDSCAPE MAINTENANCE SERVICES

TURF MAINTENANCE RATES	
Mowing	\$ per sq. ft.
Edging	\$ per 1,000 LF
Fertilization	\$ per acre
Hollow Core Aerification (with removal of cores)	\$ per acre
De-thatching	\$ per acre
Weed Control (including material)	\$ per acre
LANDSCAPE MAINTENANCE RATES	
Edge and Trim	\$ per 1,000 LF
Weed Removal and Clean-Up	\$ per 1,000 SF
Fertilization (Placement Only)	\$ per acre
Pest Control-Chemical (including material)	\$ per hour
Pruning/Shearing Shrubs	\$ per 1,000 SF
Vertical Mulch Trees	\$ each
Vegetation Removal	\$ per sq. ft.
Clean Hardscape/Sidewalks	\$ per sq. ft.
PLANT MATERIAL (INSTALLED)	
Annual Color (Labor Only)	\$ flat
Annual Color (Material Only)	\$ flat
Ground Cover	\$ flat
One (1) Gallon	\$ each
Five (5) Gallon	\$ each
Fifteen (15) Gallon	\$ each
24" Box Size Tree with Triple Stalking System	\$ each
Seeded and Top Dressed Turf Repair	\$ per sq. ft.
Sodded Turf (Remove, prep soil, replace)	\$ per sq. ft.
Hydro-seeding (binder and fertilizer-exclude seed)	\$ per sq. ft.

City of Santa Fe Springs

City Council Meeting

April 23, 2019

**NEW BUSINESS** 

Approval of Parcel Map No. 73161 - 9421 Santa Fe Springs Road

### RECOMMENDATION

That the City Council take the following actions:

Approve Parcel Map No. 73161;

Find that Parcel Map No. 73161 together with the provisions for its design and improvement, is consistent with the City's General Plan; and

Authorize the City Engineer and City Clerk to sign Parcel Map No. 73161.

BACKGROUND

On February 6, 2017, the Planning Commission at its regular meeting approved the Tentative Parcel Map No. 73161 for address 9421 Santa Fe Springs Road. The approval subdivides the existing 16,240 sq. ft. (APN: 8168-010-017) parcel into two symmetrically designed parcels that will both consist of 8,120 sq. ft. (.19 acre), and will each be occupied by existing 3,769 sq. ft. industrial buildings. The intent is to create independent parcels for each building, which would allow the owner of Building 1 to purchase both the building and land (Parcel 1) from the applicant (Greg Gunter).

the Planning Commission approved Modification of Property Additionally, Development Standards to allow the reduction of one parking stall for each parcel related to the new American with Disabilities Act (ADA) stalls that will be provided for the existing buildings located at 9421 Santa Fe Springs Road (APN: 8168-010-017), within the M-2, Heavy Manufacturing, Zone.

Subdivision of the existing APN's into two parcels requires a Parcel Map. A full-sized copy of the parcel map is available in the office of the City Clerk.

Raymond R. Cruz

City Manager

Attachments:

Exhibit A:

**Location Map** 

Exhibit B:

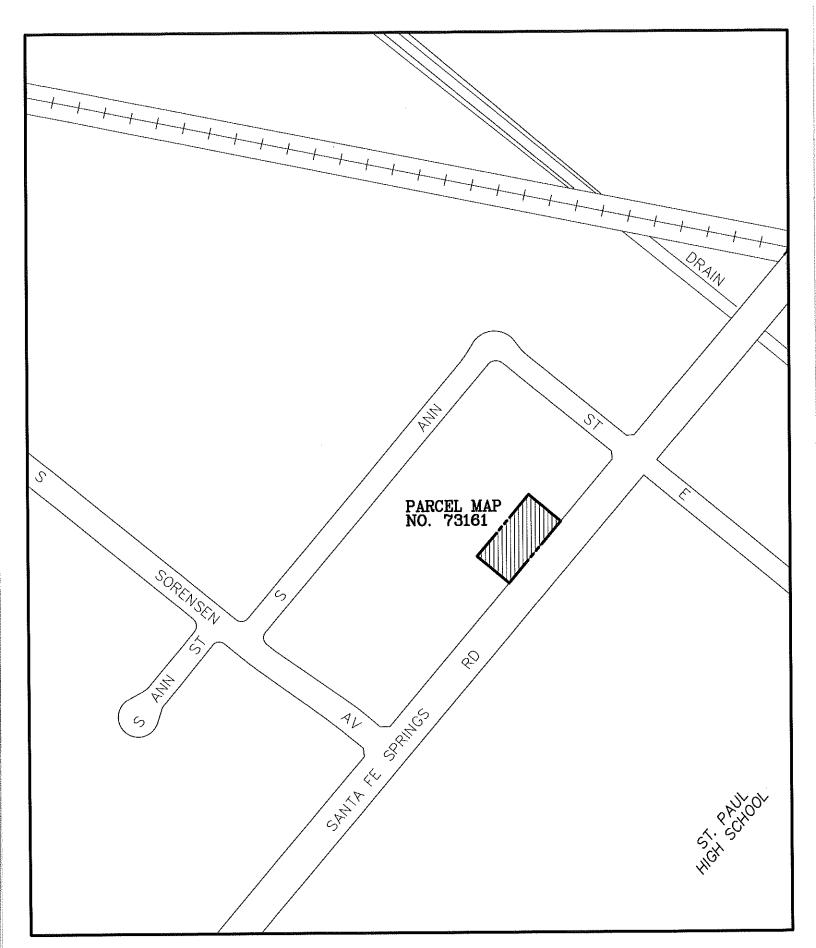
Planning Commission Report

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: April 15, 2019





# LOCATION MAP

PM73161 - 9421 SANTA FE SPRINGS RD



# City of Santa Fe Springs

Adjourned Planning Commission Meeting

February 6, 2017

**PUBLIC HEARING** 

Tentative Parcel Map No. 73161 and Modification Permit Case No. 1274
A request to subdivide the existing 16,240 sq. ft. (APN: 8168-010-017) parcel into two symmetrically designed parcels that will both consist of 8,120 sq. ft. (.19 acre) and will each be occupied by existing 3,769 sq. ft. industrial buildings; and a request for a Modification of Property Development Standards to allow the reduction of 1 parking stall for each parcel related to the new ADA stalls that will be provided for the existing buildings located at 9421 Santa Fe Springs Road (APN: 8168-010-017), within the M-2, Heavy Manufacturing, Zone. (Greg Gunter)

### RECOMMENDATIONS

Staff recommends that the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Tentative Parcel Map No. 73161 and Modification Permit Case No. 1274 and, thereafter, close the Public Hearing; and
- 2. Find that pursuant to Section 15315, Class 15, (Minor Land Divisions), of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- 3. Find that Tentative Parcel Map No. 73161 is consistent with the City's General Plan; and
- 4. Find that Tentative Parcel Map No. 73161 meets the standards set forth in Sections 66474 and 66474.6 of the Subdivision Map Act for the granting of approval of a tentative or final map; and
- Find that the applicant's request meets the criteria set forth in §155.695 of the City's Zoning Regulation for the granting of a Modification Permit.
- 6. Approve Tentative Parcel Map No. 73161 and Modification Permit Case No. 1274, subject to the conditions of approval as stated within this report.

LOCATION/ BACKGROUND

The subject site, comprised of a single parcel (APN: 8168-010-017) totaling approximately 16,240 sq. ft., is located on the north side of Santa Fe Springs Road, with an address of 9421 Santa Fe Springs Road. The subject site is within the M-2, Heavy Manufacturing, Zone. All surrounding properties are also zoned M-2, Heavy Manufacturing.

Report Submitted By: Vince Velasco

Planning and Development Dept.

Date of Report: February 2, 2017

ITEM NO. 8

## **TENTATIVE PARCEL MAP NO. 73161**

The applicant, Greg Gunter, is seeking approval of Tentative Parcel Map No. 73161, a request to subdivide the existing parcel of 16,240 sq. ft. into two parcels. Parcel 1 will consist of 8,120 sq. ft. (.19 acre) and will be occupied by an existing 3,769 sq. ft. industrial building; Parcel 2 will consist of 16,240 sq. ft. (.19 acre) and will also be occupied by an existing 3,769 sq. ft. industrial building. The intent is to create independent parcels for each building, which would allow the owner of Building 1 to purchase both the building and land (Parcel 1) from the applicant.

## TENTATIVE TRACT MAP - REQUIREMENTS FOR APPROVAL

Pursuant to Section 154.07 of the Municipal Code, a tentative map shall not be approved unless the Planning Commission finds that the proposed subdivision, together with the provisions for its design and improvements, is consistent with the General Plan as required by Section 66473.5 of the Subdivision Map Act.

Additionally, the Planning Commission shall deny a tentative map if it makes any of the following findings as set forth in Sections 66474 and 66474.6 of the Subdivision Map Act.

- That the proposed map is not consistent with applicable general and specific plans.
- That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plan.
- That the site is not physically suitable for the type of development.
- 4. That the site is not physically suitable for the proposed density of development.
- 5. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- 6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- 7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.
- That the governing body of any local agency shall determine whether the discharge of waste from the proposed subdivision into an existing community

Report Submitted By: Vince Velasco

Date of Report: April 15, 2019

Planning and Development Dept.

sewer system would result in violation of existing requirements prescribed by a California regional water quality control board pursuant to Division 7 (commencing with Section 13000) of the Water Code. In the event that the governing body finds that the proposed waste discharge would result in or add to violation of requirements of such board, it may disapprove the tentative map or maps of the subdivision.

#### **FINDINGS**

The proposed Tentative Parcel Map, subject to the attached conditions, is in accordance with the Subdivision Map Act (California Government Code, Section 66474) in that:

Approval of the proposed Parcel Map would promote a number of Specific General Plan Goal and Policies as described in "Table 2" below:

Table 2 General Plan Consistency Analysis

General Plan Element	Policy	Project Consistency
Land Use	Goal 9: Provide for growth and diversification of industry and industrial related activities within the Santa Fe Springs industrial area.	The subdivision of the subject parcel will produce two separate parcels that will provide opportunity and flexibility for the property owner(s) to provide for growth and diversification.
Earld 660	Goal 11: Support and encourage the viability of the industrial and commercial areas of Santa Fe Springs.	The subdivision of the subject parcels will support and encourage the continued viability of the industria zoned property(s).

In summary, the proposed parcel map, subject to the attached conditions, is compatible with the goals and objectives of the various elements of the City of Santa Fe Springs General Plan, and therefore, is in compliance with Government Code Section 66473.5, entitled "Subdivision must be consistent with General Plan or Specific Plan."

The site is physically suitable for the type of development and proposed 2. density of development.

The project involves the subdivision of a fully-developed parcel into two new parcels. Both newly created parcels, and the existing industrial buildings contained within them, with the exception of parking which is the subject of the related Modification Permit, will comply with the Santa Fe Springs Zoning Regulations, as well as the General Plan.

Report Submitted By: Vince Velasco

Planning and Development Dept.

 The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or is likely to cause serious public health concerns.

The proposed subdivision is located in an urbanized area that does not contain habitats or would otherwise injure fish and wildlife. The purpose of this request is to subdivide the subject property into two separate lots. Aside from the construction of a new trash enclosure, relocation of a perimeter wall, and restriping the parking area to provide a new ADA stall for each building, there are not exterior changes proposed.

4. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

The proposed Tentative Parcel Map will not conflict with any existing easements on-site. Additionally, as stated in the conditions of approval, each building shall have separate individual utility connections and infrastructure for water, sewer, storm drainage, electric, and natural gas. No interconnection of the facilities between parcels is permitted.

5. In accordance with Government Code Section 66474.6, it has been determined that the discharge of waste from the proposed subdivision, subject to the attached conditions, into the existing sewer system will not result in a violation of the requirements prescribed by the Regional Water Quality Control Board in that the developer is required to comply with the EIR Mitigation Monitoring Program, submit an erosion control plan and comply with the NPDES, Best Management Practices, during the grading and construction phases of the project.

The project involves the subdivision of a single parcel into two new parcels. No new development nor discharge of waste will be generated at this time. Any future development will be reviewed to ensure that it meets all state and local ordinances and requirements including the California Regional Water Quality Control Board.

 That the proposed subdivision shall be in accordance with Government Code Section 66473.1, entitled "Design of Subdivisions to provide for Future Passive or Natural Heating and Cooling Opportunities."

As mentioned previously, no new development will occur as a result of the proposed subdivision. Nevertheless, Future Passive or Natural Heating and Cooling Opportunities will be incorporated if a new development is proposed.

To the extent feasible, staff will review future development to ensure that energy-saving devices or materials, including, but not limited to, insulation, double-pane windows, and high efficiency central heating and cooling systems will be incorporated.

#### **MODIFICATION PERMIT CASE NO. 1274**

The applicant is requesting a modification of property development standards to allow the reduction of 1 parking stall for each parcel related to the new ADA stalls that will be provided for the existing buildings.

According to approved plans, each building should be provided with a total of eight parking stalls. Unfortunately, none of the eight stalls are designated as an ADA stall. In an effort to provide one ADA stall for each building to satisfy the current ADA requirements, each parcel would lose one parking stall and thus each building would be deficient one stall. The applicant is, therefore, requesting approval of the subject Modification Permit, to allow the reduction of 1 parking stall for each parcel related to the new ADA stalls that will be provided for the existing buildings.

#### REQUIRED SHOWING

In accordance with Section 155.695 of the City's Zoning Regulations, a Modification Permit request by an applicant in non-residential zones may be granted by the Planning Commission if the applicant shows the following conditions apply:

(A) That the granting of the modification would not grant special privileges to the applicant not enjoyed by other property owners in the area.

The Planning Commission would not be granting special privileges to the applicant since the applicant will be providing ADA compliant handicap stalls and related access not currently provided on-site. ADA compliant handicap stalls and related access occupy more area than a standard parking stall, thus the applicant's ability to provide additional parking, beyond the proposed 7 parking spaces per parcel, is limited.

It should also be noted that although there will be a deficit of one (1) parking stall for each parcel, the applicant will be providing 88% (7 of 8) of required parking stalls for each parcel, a substantial majority of the overall requirement.

(B) That the subject property cannot be used in a reasonable manner under the existing regulations.

The site is fully developed; as such, there is no available space on the subject property to provide the required ADA stalls without impacting existing parking.

(C) That the hardship involved is due to unusual or unique circumstances.

Report Submitted By: Vince Velasco

The unique circumstance in this case is the fact that the on-site parking layout was lasted updated in 1966. As aforementioned, the applicant will be providing ADA compliant handicap stalls and related access that is not currently provided on-site. It should be noted that although it is not recognized in the Zoning Regulations, the applicant currently uses car lifts, which may be used to provide the additional two (2) parking stalls, if needed.

That the modification, if granted, would not be detrimental to other persons or (D)properties in the area nor be detrimental to the community in general.

Granting the Modification Permit request would not be detrimental to other persons, properties in the area, or the community in general. Staff has mailed a letter to the property owners immediately adjacent to the subject properties to advise them of the Modification Permit request. The letter also informed those owners of the date and time when this matter would be considered by the Planning Commission. To date, Staff has not received any replies; and more importantly, objections to the proposed modification request.

STAFF REMARKS

Based on the reasons enumerated above, Staff believes that Tentative Parcel Map No. 73161 along with Modification Permit Case No, 1274, is consistent with and, in furtherance, of the policies and goals set forth in the City General Plan and is, therefore, recommending approval of both Tentative Parcel Map No. 73161 and Modification Permit Case No. 1274, subject to the conditions of approval as contained within this staff report.

STREETS AND HIGHWAYS

The subject site has frontage Santa Fe Springs Road, with Ann Street to the east and Sorensen Avenue to the west. Santa Fe Springs Road is designated as a "Major Arterial" within the Circulation Element of the City's General Plan. Sorensen Avenue is a "Secondary Arterial" and Ann Street is a local industrial street.

LEGAL NOTICE OF PUBLIC HEARING

In accordance with the requirements of the State Subdivision Map Act, this Tentative Parcel Map (TPM No. 73161) and related Modification Permit Case No. 1274 was set for Public Hearing. Legal notice of the Public Hearing for the TPM and MOD was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on January 26, 2017. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center on January 26, 2017, and published in a newspaper of general circulation (Whittier Daily News) on January 26, 2017, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

Report Submitted By: Vince Velasco

Planning and Development Dept.

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

#### **ZONING AND LAND USE**

The subject property is zoned M-2, Heavy Manufacturing, with a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as follows:

Table 1 - Current Zoning, General Plan and Land Use

	Surrounding Zoning,	General Plan	Designation, Land Use
Direction	Zoning District	General Plan	Land Use / Address / Business Name(s)
North	M-2 (Heavy Manufacturing, Zone)	Industrial	<u>Heavy Manufacturing</u> (9440 Ann St./ Trojan Battery)
East	M-2 (Heavy Manufacturing)	Industrial	<u>Heavy Manufacturing</u> (9339 Santa Fe Springs Rd./ Los Angeles Buff Co.)
South	M-2 (Heavy Manufacturing)	Industrial	<u>Heavy Manufacturing</u> (9400 Santa Fe Springs Rd./ Various Industrial Uses)
West	M-2 (Heavy Manufacturing)	Industrial	<u>Heavy Manufacturing</u> (9427 Santa Fe Springs Rd./ Victor Industrial Coil)

#### **ENVIRONMENTAL DOCUMENTS**

Staff finds that pursuant to Section 15315, Class 15 (Minor Land Divisions), of the California Environmental Quality Act (CEQA), this project is categorically exempt and has determined that additional environmental analysis is therefore not necessary to meet the requirements of the California Environmental Quality Act (CEQA). The proposed project consists of the subdivision of property in urbanized areas zoned for industrial use and involves four or fewer parcels that are in conformance with the General Plan and zoning regulations. Additionally, services and access to the proposed parcel are available, the subject parcels were not involved in a division of a larger parcel within the previous 2 years, and the parcels do not have an average slope greater than 20 percent.

### AUTHORITY OF PLANNING COMMISSION

#### Tentative Parcel Map

The Planning Commission, after receiving and hearing the results of investigations and reports on the design and improvements of any proposed division of real property for which a tentative map is filed, shall have the authority to impose requirements and conditions upon such division of land and to approve, conditionally approve or disapprove such map and division of land.

Report Submitted By: Vince Velasco

Planning and Development Dept.

**Modification Permit** 

The Planning Commission has the authority, subject to the procedures set forth in the City's Zoning Regulations, to grant a modification from requirements of property development standards set forth in the City's Zoning Regulations when it is found that the strict and literal interpretation of such provisions would cause undue difficulties and unnecessary hardships inconsistent with the intent and general purpose of the City's Zoning Regulations. The Commission may grant, conditionally grant or deny a modification based on the evidence submitted and upon its own study and knowledge of the circumstances.

#### CONDITIONS OF APPROVAL

## **ENGINEERING / PUBLIC WORKS DEPARTMENT**

(Contact: Robert Garcia 562.868-0511 x7545)

- 1. Final parcel map checking of \$4,824 plus \$285 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
- 2. The applicant shall provide at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.

## **DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION)** (Contact: Richard Kallman 562.868-0511 x3710)

- 3. That all buildings over 5,000 sq. ft. shall be protected by an approved automatic sprinkler system per Section 93.11 of the Santa Fe Springs Municipal Code.
- 4. That the applicant shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study, in accordance with Ordinance No. 955, prior to issuance of building permits.
- To prevent the travel of combustible methane gas into any structure, all slab or foundation penetrations, including plumbing, communication and electrical penetrations, must be sealed with an appropriate material. In addition. underground electrical conduits penetrating the slab or foundation of the structure, shall comply with the National Electrical Code (NEC), replete with a seal-off device normally required for classified electrical installations, so as to prevent the travel of combustible methane gas into the structure through conduit runs.

Report Submitted By: Vince Velasco

Planning and Development Dept.

- 6. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department.
- 7. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 2,500 gpm with 1,500 gpm flowing from the most remote hydrant. In addition, on-site hydrants must have current testing, inspection and maintenance per California Title 19 and NFPA 25.
- 8. That prior to submitting plans to the Building Department, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
- 9. That 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.
- 10. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

## PLANNING AND DEVELOPMENT DEPARTMENT: (Contact: Vince Velasco 562.868-0511 x7353)

- 11. That each building shall have separate individual utility connections and infrastructure for water, sewer, storm drainage, electric, and natural gas. No interconnection of the facilities between parcels is permitted. Information indicating the existence of separate utility connections and meters and/or the provision and construction of separate utility connection shall be submitted to the Planning Department, Public Works and Building Departments prior to Final Map approval.
- 12. That the "Subdivider," Greg Gunter, agrees and understands that the approval of Tentative Parcel Map (TPM) No. 73161 is still contingent upon approval of Modification Permit (MOD) Case No. 1274 to allow the reduction of 1 parking stall for each parcel related to the new ADA stalls that will be provided for the existing buildings.
- 13. That each parcel shall maintain a minimum of 7 parking stalls as depicted on the site plan and on file with the case. Additionally, the applicant shall reduce the number of compact stalls to no more than 2 compact stalls on each parcel.
- 14. That the office areas within each building shall be a maximum of 15 percent of the overall gross floor area for each respective building.

Report Submitted By: Vince Velasco

Planning and Development Dept.

- 15. That each newly created parcel shall be provided with a sufficient number of approved outdoor trash enclosures subject to the approval of the Director of Planning or designee. The calculation to determine the required storage area is: 1% of the first 20,000 sq. ft. of floor area + ½% of floor area exceeding 20,000 sq. ft., but not less than 4 ½ feet in width nor than 6 feet in height (Calculations are subject to change).
- 16. That prior to Final Map approval, the applicant shall obtain all necessary approvals and permits from the Building and Planning Departments for the changes related to the proposed parking stalls, new trash enclosure, and any interior or exterior improvements related to the proposed subdivision.
- 17. That the Final Map to be recorded with the Los Angeles County Recorder shall substantially conform to the Tentative Parcel Map submitted by the applicant and on file with the case.
- 18. Currently, the County of Los Angeles Department of Public Works is utilizing a computerized system to update and digitize the countywide land use base. If the parcel map is prepared using a computerized drafting system, the applicant or their civil engineer shall submit a map in digital graphic format with the final Mylar map to the County of Los Angeles Department of Public Works for recordation and to the City of Santa Fe Springs Department of Public Works for incorporation into its GIS land use map. The City of Santa Fe Springs GIS Coordinate System shall be used for the digital file.
- 19. That Tentative Parcel Map No. 73161 shall expire 24 months after Planning Commission approval, on February 6, 2019, except as provided under the provisions of California Government Code Section 66452.6. During this time period the final map shall be presented to the City of Santa Fe Springs for approval. The subdivision proposed by Tentative Parcel Map No. 73161 shall not be effective until such time that a final map is recorded.
- 20. That as a condition for approval for Tentative Parcel Map No. 73161, the "Subdivider," Greg Gunter, 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 concerning the subdivision when action is brought within the time period provided for in Government Code, Section 66499.37. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify subdivider of such claim, action or proceeding and shall cooperate fully in the defense thereof.

- 21. That should the Planning Commission agree with staff's recommendation that the project is Categorically Exempt from the California Environmental Quality Act (CEQA), specifically Class 15 (Minor Land Division), the applicant understand and agrees that they will need to provide the Planning Department with cash or check, made payable to the City of Santa Fe Springs, in the amount of \$75.00, for the recordation of a Notice of Exemption (NOE) with the County Clerk's office. The payment shall be made within 3 calendar days from the Planning Commission's decision.
- 22. That 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 shall be complied with.
- 23. That it is hereby declare to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse.

Wayne M. Morrell Director of Planning

#### Attachments:

- 1. Aerial Photograph
- 2. Proposed Tentative Parcel Map (TPM 73161)
- 3. Proposed Site Plan
- 4. Tentative Parcel Map Application
- 5. Modification Permit Application
- 6. Public Hearing Notice
- 7. Radius Map for Public Hearing Notice

#### **Aerial Photograph**



## CITY OF SANTA FE SPRINGS



#### **AERIAL PHOTOGRAPH**

TENTATIVE PARCEL MAP CASE NO. 73161

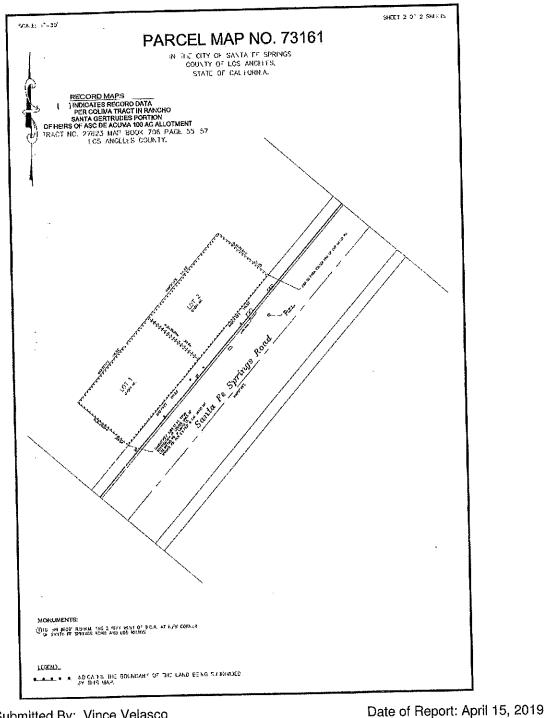


9421 Santa Fe Springs Road (Applicant: Greg Gunther)

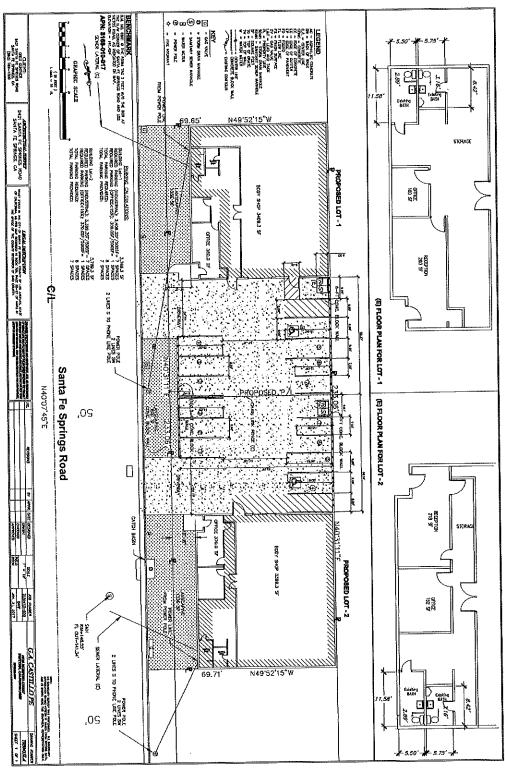
Report Submitted By: Vince Velasco

Planning and Development Dept.

# Proposed Tentative Parcel Map (TPM 73161) 9421 SANTA FE SPRINGS ROAD GREG GUNTER



#### **Proposed Site Plan**



Report Submitted By: Vince Velasco
Planning and Development Dept.

#### **Tentative Parcel Map Application**



#### City of Santa Fe Springs



RECEIVED

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Planning Dept.

#### SUBDIVISION/TRACT/PARCEL MAP APPLICATION AND OWNER'S STATEMENT

All applications, plans, maps, exhibits, and other documents must be accurate and complete for submission to the Planning and Development Department. Instructions for filing the Subdivision application are attached to this application, which contain general information, definitions, public hearing requirements, processing procedures and required fees. In addition, further supporting documents may be required upon the discretion of the Planning and Development Department. If the application is determined to be incomplete, the Planning and Development Department will notify the applicant via mail detailing the required document(s). Submission of an Incomplete application will impede and prolong the application process.

PROPERTY LOCATION:

Address: 942/ SANTA FF SPRINGS ROAT

Assessor's Parcel Number: 8/68/01/01/7

PURPOSE OF PARCEL (SUBDIVISION) MAP & LEGAL DESCRIPTION:

CAND DESCRIBED IN DOCUMENT ORGALICA, 76-10-20

TRANCE COLIMA TRACT IN RAPICAL SANTA GERTROPE'S PORTION

OF HEIRS OF A SC DE ACLYMA 100 AC ACCOMMENT

	101 NO. 27683 MB 706-55-57
	AND LAND USE DATA:
Existing La	nd Use: commercial
Zoning Cla	ssification:
Intended La	and Uses of Lots within the Subdivision: COMMERCIAL
General Pla	n Land Use Classification:
Surrounding	g Land Uses:
North:	Commencial
South: East:	Commercial .
West:	Chameria
Existing No	of Lots: ONE
Proposed N	o, of Lots; 1000

Page 1

Report Submitted By: Vince Velasco

Planning and Development Dept.

## **Tentative Parcel Map Application (Cont.)**

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ot Area-per Parcel (S.F./Acres): 16, 239 9	£ (0	, 3.7±	AC)
			7,920.5F
Are dedications or public improvements required?		i	
PROJECT FINDING:			
After submittal of the completed application, Planning and Debublic hearing at the earliest agenda before the Planning Committed based on the proposed (parcel map) subdivision, Subdivision Map Act, Section 66474). Please provide support	mission of the public testim for the require	ony at the	hearing, and the finding listed below elow and additional comments. Please
PROJECT FINDING	YES	NO ः	COMMENTS
s the proposed map consistent with appilcable general and specific plans?			
is the design or improvement of the proposed subdivision consistent with applicable general or specific plans?	\ \ \		
is the site physically suitable for the proposed density of development?	/		
is the design of the subdivision or the proposed improvements likely to cause substantial environmental damage of likely to Injure fish or wildlife or their habitat?	:	<b>✓</b>	
Is the design of the subdivision or the type of improvements likely to cause serious public health problems?		/	
Will the design of the subdivision or the type of improvements conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision?		<b>/</b>	
UTILITIES:			
Grading: Is any grading of lots contemplated? NO			the lentative map.)
Water: What provisions are being made to provide an ade EXISTING SERVICES	quate water sy	COUAT	E (2-EA)
Sewers: What provisions are being made to provide an ade EXISTING SERVICES	equate sewer s A12 E L	ystem?   DE QU	ATE (-2-EA)
Gas and Electricity: Are the appropriate utility companies  VE5 - NO COMPA  VES - ELECTICE	62 A > -	ンドスVV	L, E'
Streets: Will each resulting parcel or lot front on a dedicat			<u>yë</u> 4
Have you discussed street improvement requirement			of Public Works? <u>VES</u>
Deed Restrictions: State nature of deed restrictions, exis	ting and prope	osed;	NONE

Page 2

#### **Tentative Parcel Map Application (Cont.)**

Address:       1770 TECEGRAPA         5.F.5       30670         E-Mail:       E-mail:       and alva@sind.t         Contact Person:       Contact Person:       ANN ALVA         Phone Number:       Phone Number:       5e2       86       05 (1)	RESPONSIBLE PAR	TIES:		
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#### **Modification Permit Application**



#### City of Santa Fe Springs Application for

## MODIFICATION PERMIT (MOD)

The Undersigned hereby petitions for a Modification of one or more property development requirements of the Zoning Ordinance. Location of property (ies) involved (Provide street address or if no address, give Legal description of property: Per of Heirs of Asc. De Acuna 100 AC ALLOT 90602 E-mall: grea @ greasautobaly com Fax No: 562 789 1301 The application is being filed by: Record Owner of the Property Authorized Agent of the Owner (Written authorization must be attached to application) Status of Authorized Agent (engineer, attorney, purchaser, lessee, etc.):\_ Describe the modification requested:

#### NOTE

This application must be accompanied by the filing fee, detailed plot plan, and other data specified in the form entitled "Information on Modification of Property Development Standards"

#### **Modification Permit Application (Cont.)**

MOD Application Page 2 of 3

#### JUSTIFICATION STATEMENT

BEFORE A MODIFICATION CAN BE GRANTED, THE PLANNING COMMISSION MUST BE SATISFIED THAT ALL OF THE FOLLOWING CONDITIONS APPLY. YOUR ANSWERS SHOULD JUSTIFY YOUR REQUEST FOR A MODIFICATION

#### JUSTIFICATIONS TO NO. 1 & 2 ARE REQUIRED FOR RESIDENTIALLY ZONED PROPERTIES:

- Explain how the modification request, if granted, will allow you to utilize your house in a more beneficial manner.
- 2. Explain how the modification request, if granted, will not be detrimental to the property of others in the area.

3,	ATIONS TO NOS. 3-6 ARE REQUIRED FOR PROPERTIES OTHER THAN RESIDENTIAL:  Explain why the subject properly cannot be used in a reasonable manner under the existing regulations.
	Parking can not be designated in side  Explain the unusual or unique circumstances involved with the subject property which
4.:	Explain the unusual or unique circumstances involved with the subject property which would cause hardship if compliance with the existing regulations is required.
	There is no extra gotage for

5. Explain how the approval of the requested modification would not grant special privileges which are not enjoyed by other property owners in the area.

We are only requesting a split of the proporty as per the wishes of the builder Bob Corrett.

 Describe how the requested modification would not be defimental to other persons or properties in the area, nor to the public welfare in general.

No Changes or Modifications are necessary.

## **Modification Permit Application (Cont.)**

MOD Application Page 3 of 3

#### PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all (Attach a supplemental sheet if necessary):  Name (please print):  Mailing Address:  Phone No:  Sk2 69 8165 or 565 7  Fax No:  Signature:  Name (please print):  Mailing Address:	ge Auto Group LLC 56 1948 Gregsanto body. com Member
Phone No:	
Fax No: E-mail:	
Signature:	
CERTIFICATION	
STATE OF CALIFORNIA ) COUNTY OF LOS ANGELES )ss.	
I,, being a the petitioner in this application for a Modification Permiaw that the foregoing statements and all statements,	maps, plans, drawings and other data
the petitioner in this application for a Modification Perm law that the foregoing statements and all statements, made a part of this application are in all respects true a and belief.  Signed:  (If signed by other	it, and I hereby certify under penalty of maps, plans, drawings and other data nd correct to the best of my knowledge or than the Record Owner, written
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the petitioner in this application for a Modification Perm law that the foregoing statements and all statements, made a part of this application are in all respects true a and belief.  Signed:  (If signed by other authorization multiple signed to the within instrument and acknowledged to me at he/she/they executed the same in his/her/their authorized in pacity(les), and that by his/her/their signature(s) on the trument, the person(s) or the entity upon behalf of which the erson(s) acted, executed the instrument.  WITNESS my hand and official seal	FOR DEPARTMENT USE ONLY CASE NO: DATE FILED: FILING FEE:
the petitioner in this application for a Modification Perm law that the foregoing statements and all statements, made a part of this application are in all respects true a and belief.  Signed:  (If signed by other authorization must before me,	FOR DEPARTMENT USE ONLY CASE NO: DATE FILED:

Report Submitted By: Vince Velasco

Planning and Development Dept.

#### **Public Hearing Notice**





041L11257783



#### (NOTICE OF PUBLIC HEARING)

CARRIER: IF ADDRESSEE HAS MOVED, PLEASE LEAVE WITH CURRENT OCCUPANT

#### CITY OF SANTA FE SPRINGS NOTICE OF PUBLIC HEARING TO PROPERTY OWNERS WITHIN 500 FEET

NOTICE IS HEREBY GIVEN that the Santa Fe Springs Planning Commission will conduct a public hearing at a regular meeting on Monday, <u>February 6, 2017</u> at 6:00 p.m., in the Council Chambers of City Hall located at 11710 Telegraph Road, on the following matter:

Applicant: Greg Gunter Property located at: 9421 Santa Fe Springs Road (APN: 8168-010-017)

<u>Tentative Parcel Map No. 73161:</u> A request to subdivide the existing parcel of 16,240 sq. ft. into two parcels. The symmetrically designed parcels will consist of 8,120 sq. ft. (.19 acre) and will be occupied by the existing 3,769 sq. ft. industrial buildings.

Modification Permit Case No. 1274: A request to allow the reduction of 1 parking stall for each parcel related to the new ADA stalls that will be provided for the existing buildings.

CEQA Status: After staff review and analysis, staff intends to file a Notice of Exemption (if the Planning Commission agrees), specifically Class 15, Section 15315 – Minor Land Divisions of the California Environmental Quality Act (CEQA). Therefore, no additional environmental analysis is necessary to meet the requirements of the CEQA. Additionally, the Project is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

All interested persons are invited to attend the above Public Hearing. If you challenge the above mentioned item and related actions in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Santa Fe Springs Department of Planning & Development at, or prior to the Public Hearing. Any person interested in this matter may contact <u>Vince Velasco</u> at <u>562-868-0511</u>, <u>Ext. 7353</u> or <u>vincevelasco@santafesprings.org</u>

Report Submitted By: Vince Velasco

Planning and Development Dept.

#### **Radius Map**



## City of Santa Fe Springs

Adjourned City Council Meeting

April 23, 2019

#### **NEW BUSINESS**

Request for Out-of-State Travel for the Director of Planning and Senior Planners to attend the 2019 International Council of Shopping Centers (ICSC) ReCon exhibition and conference in Las Vegas, Nevada

#### RECOMMENDATION

That the City Council take the following action:

Approve out-of-state travel for the Director of Planning and Senior Planners to attend the 2019 ICSC ReCon exhibition and conference in Las Vegas, Nevada from May 19-22, 2019.

#### BACKGROUND

Founded in 1957, ICSC is the premier global trade association of the shopping center industry. Its more than 70,000 members in over 100 countries include shopping center owners, developers, managers, marketing specialists, investors, retailers and brokers, as well as academics and public officials. As the global industry trade association, ICSC links with more than 25 national and regional shopping center councils throughout the world.

ICSC's RECon 2019 is the world's largest global gathering of retail real estate professionals, providing networking, deal making and educational opportunities for the industry professionals from around the world. Leading developers, owners, brokers and retailers have come together to conduct a year's worth of business in one place. ReCon Las Vegas is with no doubt the best three-day exhibition to discover the latest industry products, attend many educational sessions and find new deals in the market. This is a great opportunity to connect with colleagues from leasing, marketing, retail, management, research, construction and design as well as investors, brokers, developers and many others.

ReCon 2019 is also an opportunity for cities, municipalities, government and non-profit organizations to attract real estate development to their respective communities. For the second year, the City will have its own booth at ReCon. Past success at ReCon has resulted in a Jersey Mike's occupying a long vacant, former flower shop, within the Promenade Shopping Center. Staff is also in final negotiations with Coast to Coast Commercial to develop a Sonic restaurant on one pad and on the other pad, restaurant uses, including fast-casual and or retail uses, on the 1.68-acre property, south of Target, at the northeast corner of Laurel Avenue and Florence Avenue.

ReCon 2019 is an opportunity to network and to potentially obtain specific tenants for the available spaces within the centers. It is also an opportunity to highlight the amenities of the City and the various development opportunities available in the City. Moreover, it offers the prospect of matching the right developer(s) with specific developable properties.

Report Submitted By: W. Morrell, Planning Dept.

#### FISCAL IMPACT

The estimated expenses incurred to attend ReCon 2019 is ±\$5,600.00. This includes airfare, booth rental, promotional and other rentals. This does not include transportation to and from the airport or food.

The cost for ReCon registration for nonmembers is \$1,330.00 and \$660.00 for members. By having a booth, the City saves \$1,680.00.

Raymond R. Cruz City Manager



Adjourned City Council Meeting

April 23, 2019

**NEW BUSINESS** 

Consideration of an Amendment to provide a Fifteen (15) Day Extension of the Review Period in Section V (C) of the Disposition and Development Agreement entered into on November 20, 2018 by and Between the City of Santa Fe Springs, a California Municipal Corporation (City or Seller) and SFS Hospitality, LLC (Developer or Buyer) for the 1.074-acre Property Located at 10415 Telegraph Road (APN: 8009-007-931) at the southwest corner of Norwalk Boulevard and Telegraph Road, within the M-2, Heavy Manufacturing, Zone,

#### RECOMMENDATION:

That the City Council take the following action:

Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend certain provisions of the Disposition and Development Agreement.

**BACKGROUND:** 

At the City Council meeting of November 20, 2018, via Resolution No. 9609, the City of Santa Fe Springs authorized a Disposition and Development Agreement (DDA) between the City of Santa Fe Springs and SFS Hospitality LLC., for the development of a hotel and appurtenant improvements on the 1.074-acre Property Located at 10415 Telegraph Road (APN: 8009-007-931) at the southwest corner of Norwalk Boulevard and Telegraph Road. The DDA was executed by all parties in December 2018. In January 2019, the Developer deposited \$50,000 into escrow with Chicago Title and in March 2019, successfully executed a franchise agreement with Hilton Franchise Holding, LLC for a Hilton Garden Inn, Santa Fe Springs. With the execution of the franchise agreement, the initial \$75,000 Application fee paid to Hilton by the Developer becomes nonrefundable, even if Hilton subsequently terminate their approval.

A key component of the DDA is the Confirmation Site Assessment. Pursuant to said agreement: The Parties shall jointly commission a Confirmation Site Assessment which shall include the installation and sampling of four (4) soil boring to (1) confirm the removal of oily soil during past remedial activities; (2) determine whether any residual contaminated soil will be disturbed by the Development and require further assessment; and (3) to estimate the scope of soil removal and cost taking into consideration the Scope of Development (i.e., depth of the basement parking.

The agreement further states: Upon completion and receipt of the Confirmation Site Assessment data or report, within fifteen (15) days either Seller or Developer may terminate this Agreement, in either's sole and absolute discretion, based upon the findings of the Confirmation Site Assessment. In the event neither party terminates the Agreement pursuant to the findings of the Confirmation Site Assessment and the

Report Submitted By: Wayne Morrell,

Planning and Development Dept.

Parties agree to proceed, first, a Soils Management Plan will be prepared to provide the procedures and scope of work that will be performed if oily soil or other environmental condition is encountered during grading or construction activities. If soil that requires removal is encountered during development, the procedures in the Soils Management Plan will be followed. Developer agrees to pay for the cost of implementing the Soils Management Plan (which includes oversight by an environmental consultant and arrangement for soil stockpiling, sampling, and management) and removing all contaminated soil in order to develop the Project in accordance with Exhibit 3. To the extent any contaminated soil is discovered and must be separately handled and disposed of, the City agrees to reimburse fifty percent (50%) of the cost of the Soils Management Plan implementation and removal of the contaminated soil above and beyond the cost the Developer would have incurred to remove uncontaminated soil but in no event in an amount greater than fifty thousand dollars (\$50,000). City shall provide the reimbursement within 30 days of written notice and appropriate cost documentation. The Seller's share of cost is limited to the removal of contaminated soil. The City shall have no obligation to remediate and/or clean-up of the soil, soil vapor, or groundwater at, under, or about the Property.

The results of the four soil borings indicate that the oily soil is likely limited to the top 20 feet, but the lateral extent of the oily soil to the northeast of property is uncertain. Based on the new data in conjunction with existing data, the report attempts to refine the initial estimate of the amount of oily soil that may require special handling for disposal and the potential cost of removal and disposal as compared to cost of removal of "clean soil".

The report is now complete and was provided to the Developer on April 18, 2019. Notwithstanding, the Developer, since being told verbally about the results of the four borings, has expressed concerns. The Developer is concerned about the amount of oily soil on the property, the uncertainty of the lateral extent of the oily soil throughout the property, the cost of removal of the oily soil, and the limited time, fifteen (15) days, upon completion and receipt of the Confirmation Site Assessment data or report, to terminate or move forward with the Agreement, based upon the findings of the Confirmation Site Assessment. It should be noted that the City also has the ability based upon the findings of the Confirmation Site Assessment to terminate the Agreement.

As a result, the Developer has requested an extension of time to review the Confirmation Site Assessment data and report and allow either party to exercise the option to terminate the DDA from fifteen (15) days to thirty (30) days. In addition the Developer has requested that the City agree to also extend the time for plan submission from June 11, 2019 to September 11, 2019, and to extend the escrow closing date from March 1, 2020 to July 1, 2020. These final two extension requests are not before the City Council tonight and may be taken up at a future Council meeting.

#### **FISCAL IMPACT:**

There will be some fiscal impacts to extending the Agreement, mainly with respect to permit fees and Transient Occupancy Tax being collected at a later time.

#### **INFRASTRUCTURE IMPACT:**

There is no infrastructure impact to extending the Agreement.

Raymond R. Cruz

City Manager

#### Attachments:

- 1. Extension Request
- 2. Extension Document

#### ATTACHMENT NO. 1

#### Wayne M. Morrell

From:

Sharad3 <sharad3@aol.com> Tuesday, April 16, 2019 3:04 PM

Sent: To:

Wayne M. Morrell

Subject:

SFS HILTON GARDEN HOTEL PROJECT

April 16, 2019

Dear Mayor and Members of the City Council,

We are pleased to report that since the DDA was executed in late December, SFS Hospitality has been working diligently with your City staff and are making progress on our hotel project. To date, escrow has been opened, documents have been signed and we have deposited the sum of \$50,000 into escrow. SFS Hospitality now has an executed franchise agreement with Hilton Hotels for our Hilton Garden Hotel Santa Fe Springs and we have paid the required \$75,000 franchise fee. Everyone at Hilton Hotels have been pleased with the design of the hotel! As for the environmental assessment of the property, if the City recalls, we jointly agreed to commission a "confirmation site assessment" of the property that is being spearheaded by City Staff along with the City's environmental consultant Waterstone Environmental. Due to the heavy rains in the last several months and the need for additional soil borings and testing (factors out of our control which no one anticipated), that process has been delayed and not yet complete. This site assessment is quite important as our plans for submittal cannot yet start without the soils and geotechnical report which is reliant on the site assessment.

As no one anticipated this delay when we were discussing this process back in November, we respectfully request an extension of time to review the site assessment from 15 days to 30 days as well as extend our time for plans submission to the City from June 11 to September 11, 2019 and the outside close of escrow date from March 1, 2020 to July 1, 2020.

Thank you in advance for your consideration.

Best regards,

Sharad Patel SFS Hospitality, LLC

## ATTACHMENT NO. 2

## AMENDMENT TO SECTION V (C) OF THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND SFS HOSPITALITY, LLC

This AMENDMENT TO SECTION V (C) OF THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND SFS HOSPITALITY, LLC is made and entered into this 23rd day of April, 2019 ("Effective Date") by and between the City of Santa Fe Springs, (City or Seller) and SFS Hospitality, LLC (Developer or Buyer).

#### **RECITALS**

WHEREAS, at the November 20, 2018, City Council meeting, the CITY OF SANTA FE SPRINGS, a California Municipal Corporation ("City or Seller"), entered into a Disposition and Development Agreement (DDA) with SFS Hospitality, LLC (Developer or Buyer) for the development of a hotel and appurtenant improvements on the 1.074-acre Property Located at 10415 Telegraph Road (APN: 8009-007-931) at the southwest corner of Norwalk Boulevard and Telegraph Road, within the M-2, Heavy Manufacturing Zone and;

WHEREAS, the DDA was executed by all Parties in December 2018;

WHEREAS, the Developer deposited \$50,000 into escrow with Chicago Title and in March 2019, successfully executed a franchise agreement with Hilton Franchise Holding, LLC for a Hilton Garden Inn, Santa Fe Springs;

WHEREAS, with the execution of the franchise agreement, the initial \$75,000 Application fee paid to Hilton by the Developer became nonrefundable, even if Hilton subsequently terminated their approval.

WHEREAS, a key component of the DDA was the Confirmation Site Assessment and pursuant to said Agreement: "... the Parties shall jointly commission a Confirmation Site Assessment which shall include the installation and sampling of four (4) soil boring to (1) confirm the removal of oily soil during past remedial activities; (2) determine whether any residual contaminated soil will be disturbed by the Development and require further assessment; and (3) to estimate the scope of soil removal and cost taking into consideration the Scope of Development (i.e., depth of the basement parking." (Section V (B) of the DDA)

WHEREAS, the Agreement further stated: "Upon completion and receipt of the Confirmation Site Assessment data or report, within fifteen (15) days either Seller or Developer may terminate this. Agreement, in either's sole and absolute discretion, based upon the findings of the Confirmation Site Assessment." (Section V (C) of the DDA)

WHEREAS, the results of the four soil borings indicate that the oily soil is likely limited to the top 20 feet, but the lateral extent of the oily soil to the northeast of property is uncertain. Based on the new data in conjunction with existing data, the report attempts to refine the initial estimate of the amount of oily soil that may require special handling for disposal and the potential cost of removal and disposal as compared to cost of removal of "clean soil".

WHEREAS, the Developer is concerned about the amount of oily soil on the property, the uncertainty of the lateral extent of the oily soil throughout the property, the cost of removal of the oily soil, and the limited time, fifteen (15) days, upon completion and receipt of the Confirmation Site Assessment data or report, to terminate or move forward with the Agreement, based upon the findings of the Confirmation Site Assessment.;

WHEREAS, the Developer has requested, an extension of time, from fifteen (15) days to thirty (30) days to review the Confirmation Site Assessment data and report.

NOW THEREFORE, certain provision(s) of the Disposition and Development Agreement is hereby amended as follows:

**SECTION 1**. Section V (C) entitled "Approval of Environmental Conditions" is hereby amended to extend the time required fifteen (15) days for both Developer and Seller to terminate the Agreement, based upon the findings of the Confirmation Site Assessment, for an additional fifteen (15) days, for a total review period of thirty (30) days.

Except as provided herein, Section V (C) shall otherwise remain in full force and effect.

**SECTION 2**. Except as set forth herein, all other provisions of the Disposition and Development Agreement shall remain in full force and effect.

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

"CITY"	"DEVELOPER"
CITY OF SANTA FE SPRINGS	SFS Hospitality, LLC
By:	a California Corporation-Its Manager
Name:	Ву:
Its:	Name:
Dated:	Its:
APPROVED AS TO FORM	Dated:
By:	
Name:	
lts:	
Dated:	

City of Santa Fe Springs

City Council Meeting

April 23, 2019

**PRESENTATION** 

Recognition of the 2019 Santa Fe Springs Fun Run/Walk Event Sponsors

RECOMMENDATION

That the City Council recognize the 2019 Santa Fe Springs Fun Run/Walk event sponsors.

**BACKGROUND** 

The City of Santa Fe Springs has taken a more proactive approach to creating health and wellness programs within the City. Through our health & wellness initiative, Step Up Santa Fe Springs Embrace Your Health, we continuously strive to educate and empower the community to improve and maintain overall health and well-being and to advocate for a healthy community culture.

The development and implementation of the Fun Run/Walk was to address the goals of the initiative, which includes focusing on addressing the high obesity and chronic disease rates in our community. Now in its 5<sup>th</sup> year, the Fun Run/Walk has become one of our more popular health & wellness-related events. The Fun/Run Walk brings the community together. Our low fees allows families to participate and engage in an event that fosters an active lifestyle.

This year's theme for the Fun Run/Walk was "So Totally 80's". The event took place on Saturday, April 6, 2019 from 7 a.m. – 9 a.m. at Town Center Plaza. A total of 730 people signed up for the event and 637 participants ran or walked a 3.1 mile route that took them along various City streets. Upon completion of the run/walk, all participants received a finisher's medal and top three winners in age categories received winner's medals. We were also able to provide water & fruit, thanks to generous contributions received from local businesses.

Once the run/walk was completed, participants and their families were able to take advantage of the resources and information provided by PIH Health and Whittier Hospital Medical Center as well as enjoy a cup of coffee, thanks to Starbucks.

This event was made possible thanks to the generosity of local businesses and organizations, our local school district, and community participation. Our sponsors' monetary and in-kind donations made the 2019 SFS Fun Run/Walk a great success.

City Council Meeting

April 23, 2019

**MONETARY SPONSORS** 

PIH Health \$1,000.00

Gabriel Container \$ 251.00

Whittier Hospital Medical Center \$ 251.00

LACADA \$ 100.00

**IN-KIND DONATIONS** 

Republic Services

Starbucks Coffee Company \$1,000 in coffee for participants

76 Gas Station with Downey Wholesale 1 pallet/48 cases/40 bottles per case

(approximately \$500)

Central Basin Municipal Water District 10 cases/24 bottles per case (approximately \$40)

(approximately \$40)

Norwalk/La Mirada Plumbing 10 cases/40 bottles per case

(approximately \$50) 25 trash receptacles (approximately \$125)

Santa Fe Springs Christian School 525 water bottles (approximately \$100)

Santa Fe Springs Firefighters Association Obtained a fruit donation of 1,000 pieces (approximately \$300)

Total monetary donations: \$ 1,602.00 Total in-kind donations: \$ 2,115.00

TOTAL DONATIONS: \$3,717.00

The Mayor may wish to call on Maritza Sosa-Nieves, Management Assistant, to assist with the presentation.

#### **FISCAL IMPACT**

The monetary event sponsorships totaling \$1,602 was budgeted in the Health & Wellness budget activity. The amount was lower than anticipated; however, overall, the expenses were kept at a minimum for this event.

Raymond R. Cruz

City Manager

Report Submitted By: Maritza Nieves/Maricela Balderas
Department of Community Services

City of Santa Fe Springs

City Council Meeting

April 23, 2019

PRESENTATION

Proclaiming the month of April as "Autism Awareness Month" in Santa Fe Springs

RECOMMENDATION

That the City Council proclaim the month of April as "Autism Awareness Month" in Santa Fe Springs.

**BACKGROUND** 

Autism, or autism spectrum disorder (ASD), refers to a broad range of conditions characterized by challenges with social skills, repetitive behaviors, speech and nonverbal communication that demonstrates during early childhood. There are many subtypes of autism, and each person that has the disorder can have specific strengths and challenges. A mixture of both genetic and environmental factors contribute to the development of autism, and is often accompanied by medical issues like gastrointestinal disorders, seizures, and sleep disturbances. Autism is believed to affect an estimated 1 in 59 children in the United States.

Autism Awareness Month provides a great opportunity to promote awareness and solutions for individuals with autism and their families. Increasing understanding and acceptance of people with autism, advancing research into its causes, and offering interventions for individuals with ASD are some of the issues that Autism Awareness Month brings attention to during the month of April. With the right support and accommodations, those on the Autism Spectrum can enjoy equal opportunities and have a full and effective participation in society.

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

City Manager

Attachment(s):

1. Proclamation - Autism Awareness Month

Report Submitted By: Janet Martinez City Clerk

#### **Autism Awareness Month**

WHEREAS, Autism Spectrum Disorder (ASD) represents a broad group of disorders that vary widely from mild to severe, and is characterized by difficulty with social interaction, communication, severely limited interests and repetitive behaviors; and

WHEREAS, the lifelong nature of ASD and other developmental disabilities require a variety of types of assistance at different points in an individual's life; and

WHEREAS, a variety of public and private organizations and agencies strive to provide quality care, support, or services to children and adults with ASD to enable them to live as independently as possible and to reach their full potential; and

WHEREAS, each organization has a role in identifying, assessing, or supporting people with ASD and their families.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs does herby proclaim April 2019 as

#### **Autism Awareness Month**

In the City of Santa Fe Springs, and encourages residents to become educates and informed about programs, services, and opportunities to support individuals with autism.

Dated this 23<sup>rd</sup> of April, 2019.

City of Santa Fe Springs

City Council Meeting

April 23, 2019

PRESENTATION

Proclaiming the month of April as "Sexual Assault Awareness Month" in Santa Fe Springs

RECOMMENDATION

That the City Council proclaim the month of April as "Sexual Assault Awareness Month" in Santa Fe Springs.

**BACKGROUND** 

Sexual Assault Awareness Month is a nationwide campaign to raise public awareness about sexual violence and educate communities on how to prevent it.

Sexual violence is any type of unsolicited sexual contact, ranging from sexist attitudes and actions to rape and murder. It can include words and actions of a sexual nature against a person's will. An offender might also use force, threats, manipulation, or coercion to commit sexual violence.

Sexual violence is preventable through educational efforts of community members at multiple levels of society; homes, neighborhoods, schools, faith settings, workplaces, and other settings. By creating standards of respect, safety, and equality, everyone can play in important role in preventing sexual violence.

In conjunction with Sexual Assault Awareness Month, Denim Day is held on April 24, 2019. In 1992, the Italian Supreme Court overturned a rape conviction because they argued that since the victim was wearing tight jeans, she must have helped the person who raped her remove her jeans, implying consent. Wearing jeans on Denim Day is a symbol of protest against inaccurate and negative attitudes towards sexual harassment, abuse, assault, and rape. By wearing jeans on this day, individuals can make a social statement with a fashion statement to protest the misunderstandings that surround sexual violence.

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

Raymond R. Cruz

City Manager

Attachment(s):

1. Proclamation – Sexual Assault Awareness Month

Report Submitted By: Janet Martinez City Clerk

#### Sexual Assault Awareness Month Proclamation

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for members of the community; and

Whereas, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women and one in seventy-one men will have experienced sexual assault in their lifetime; and

Whereas, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

Whereas, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

Whereas, the City of Santa Fe Springs strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Santa Fe Springs does hereby proclaim the month of April, 2019 as

"Sexual Assault Awareness Month"

In the City of Santa Fe Springs and promotes joining anti-sexual violence advocates in the belief that all community members must be part of the solution to end sexual violence.

Dated this 23rd day of April, 2019.

	Juanita Trujillo, Mayor	
Attest:		

City of Santa Fe Springs

City Council Meeting

April 23, 2019

**PRESENTATION** 

<u>Proclaiming the month of April as "Testicular Cancer Awareness Month" in Santa Fe</u> <u>Springs</u>

RECOMMENDATION

That the City Council proclaim the month of April as "Testicular Cancer Awareness Month."

**BACKGROUND** 

Testicular cancer is a disease in which cancer develops in one or both of the testicles. Most testicular cancers begin in germ cells (the cells that make sperm), which have a potential to form into tumors.

Testicular cancer can metastasize, which means that it can spread to other parts of the body. The cells leave the original tumor from the testicle and spread to other parts of the body through blood and lymph vessels, creating new tumors. Testicular cancer most often spreads to the abdomen, liver, lungs, bones, and brain. It can spread quickly and can be deadly if left untreated.

Paying attention to the early signs and symptoms can greatly reduce the risk of testicular cancer. When discovered early, testicular cancer is 95% curable.

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

Raymond∕R. € City Manager

Attachment(s):

1. Proclamation – Testicular Cancer Awareness Month

Report Submitted By: Janet Martinez City Clerk Date of Report: April 17, 2019

#### **Testicular Cancer Awareness Month**

Whereas, testicular cancer is the number one cancer among men aged 15-35, but can occur in men of any age; and

Whereas, over 8,500 men are diagnosed with testicular cancer each year, and approximately 380 men die from it; and

Whereas, testicular cancer is usually treatable if detected early; and

Whereas, early stage testicular cancer can be detected with self-exams and regular visits to a healthcare provider; and

Whereas, men who have testicular cancer and are educated about the value of early detection will be more likely to have the cancer detected when it is treatable; and

Whereas, men who discuss treatment options with their healthcare provider and with their family are more likely to make good treatment decisions; and

Whereas, the City of Santa Fe Springs Testicular Cancer Awareness Month will encourage men to discuss testicular cancer with their healthcare provider;

Now, therefore, the City Council of the City of Santa Fe Springs, does hereby proclaim the month of April 2019 as

"Testicular Cancer Awareness Month"

in the City of Santa Fe Springs, and encourage all men to learn the risk and to speak to their healthcare provider about screening for testicular cancer.

Dated	this	23 <sup>rd</sup>	day	of	April,	2019.

	Juanita Trujillo, Mayor
est:	
	_
net Martinez, City Clerk	

**PRESENTATION** 

Proclaiming the month of May 2019 as "Older Americans Month" in the City of Santa Fe Springs

#### RECOMMENDATION

That City Council proclaim the month of May 2019 as "Older Americans Month" in the City of Santa Fe Springs.

**BACKGROUND** 

Every year since 1963, the month of May has been designated as Older Americans Month. During this month, we appreciate and celebrate the vitality and aspirations of older adults in our communities and their contributions and achievements. During the month of May, the entire nation is asked to pay tribute in some way to older persons in our communities. It is a proud tradition that shows our nation's commitment to honor and value what elders continue to contribute to their communities.

This year's Older Americans Month theme, "Connect, Create, Contribute", encourages older adults to *Connect* with friends, family and services in their community that support participation. It asks older adults to *Create* by engaging in activities that support learning, health, and personal enrichment which then allows them to *Contribute* their talent and life experiences to benefit others.

This May, communities across the nation will recognize older Americans as productive, active, and influential members of society. Communities that encourage the contributions of older adults are stronger! By engaging and supporting all community members, we recognize that older adults play a key role in the vitality of our neighborhoods, networks, and lives.

While Santa Fe Springs provides services, support, and resources to older adults year-round, Older Americans Month is a great opportunity to show special appreciation. We will continue to provide opportunities for elders to come together and share their experiences with one another, as well as with individuals of other generations.

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

Raymond Cruz City Manager

Attachment:

Proclamation - 2019 Older Americans Month

WHEREAS, there are more than 5 million older adults living in California; and,

WHEREAS, the City of Santa Fe Springs' Family and Human Services Division is committed to valuing all individuals and recognizing their ongoing life achievements; and,

WHEREAS, older adults in Santa Fe Springs play an important role by continuing to contribute experience, knowledge, wisdom, and accomplishments; and,

WHEREAS, our older adults are active community members involved in volunteering, mentorship, arts and culture, and civic engagement; and,

WHEREAS, our community can provide opportunities to allow older adults to continue to flourish by:

- Emphasizing the importance of elders and their leadership by publicly recognizing their continued achievements
- Presenting opportunities for older adults to share their wisdom, experience, and skills
- Recognizing older adults as a valuable asset in strengthening American communities

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santa Fe Springs, hereby proclaim the month of May 2019 as

#### "OLDER AMERICANS MONTH"

In Santa Fe Springs.

	JUANITA TRUJILLO, MAYOR
ATTEST:	
JANET MARTINEZ, CM	MC, CITY CLERK

City of Santa Fe Springs

City Council Meeting

April 23, 2019

<b>APPOINTMENTS</b>	TO COMMITTEE	S AND	COMMISSIONS
			•

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

Applications Received: None

**Recent Actions:** Annette Ramirez appointed to Historical Committee; Removal of Linda Vallejo and Margaret Bustos from Family & Human Services Committee, Removal of Sadie Calderon from Beautification Committee.

Attachments:

1. Prospective Members

2. Committee Lists

Raymond R. Cruz City Manager

Report Submitted by: Janet Martinez

City Clerk

Date of Report: April 18, 2019

# Prospective Members for Various Committees/Commissions Beautification

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation
Nicolas Gonzalez

**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 Placensia	(19)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
Zamora	Annette Ramirez	(20)
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	Vacant	(19)
	Vacant	
Rounds	Vacant	
	Jeanette Lizaraga	(20)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	
Rodriguez	Vacant	
	Vacant	
Trujillo	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	Vacant	
	Debra Cabrera	(19)
	Kay Gomez	and the factor of the second s

<sup>\*</sup>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 Vacant Miriam Herrera	(20)
Zamora	Gaby Garcia Tina Delgado Gilbert Aguirre	(20) (19) (19)
Rounds	Vacant Janie Aguirre Peggy Radoumis	(19) (19)
Rodriguez	Vacant Vacant Hilda Zamora	(19)
Trujillo	Dolores H. Romero* Laurie Rios Bonnie Fox	(20) (20) (19)
Organizational Representatives: (Up to 5)	Nancy Stowe Evelyn Castro-Guillen Elvia Torres (SPIRITT Family Services)	

<sup>\*</sup>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	

<sup>\*</sup>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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Astrid Shesterkin	(20)
	Tony Reyes	(20)
	Vacant	
	Vacant	
Zamora	Francis Carbajal	(19)
Zamora	Vacant	( )
	Vacant	
	Larry Oblea	(20)
		3
Rounds	Vacant	
	Adrianne Matte	(20)
	Mark Scoggins*	(19)
	Vacant	(19)
Rodriguez	Vacant	
	Vacant	
	Annette Ramirez	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

<sup>\*</sup>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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Vacant	(40)
	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)
	Vacant	(20)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Rodriguez	Rudy Lagarreta Jr.	(20)
rtouriguoz	Priscilla Rodriguez	(20)
	Lisa Garcia	(19)
	Sylvia Perez	(20)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(20)
	Lydia Gonzalez	(19)
	Vacant	
	Vacant	

<sup>\*</sup>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 Hernande	ez 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

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	

<sup>\*</sup>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

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)

<sup>\*</sup>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

# 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

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)
	lvan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(20)
	Isaac Aguilar	(21)
	Andrew Bojorquez	(20)
	Alan Avalos	(21)