



# AGENDA

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

**July 25, 2019  
6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**John Mora, Council Member  
Annette Rodriguez, Council Member  
Joe Angel Zamora, Council Member  
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***  
***Regular Meetings***

***July 25, 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 June 27, 2019 Public Financing Authority (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- 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 June 27, 2019 Water Utility Authority (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

c. Status Update of Water-Related Capital Improvement Projects (Public Works)

**Recommendation:**

- 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 June 13 and 27, 2019 Housing Successor (City Clerk)

**Recommendation:**

- 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 June 13 and 27, 2019 Successor Agency (City Clerk)

**Recommendation:**

- 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 May 11 and June 24, 2019 Special Meetings and June 13 and 27, 2019 Regular City Council Meetings (City Clerk)

**Recommendation:**

- 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 (City Clerk)

**Recommendation:**

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

- c. City-Wide Striping – Final Payment (Public Works)

**Recommendation:**

- Approve the Final Payment (less 5% Retention) to Superior Pavement Markings, Inc. of Cypress, California in the amount of \$38,850.06 for the subject project.

**PUBLIC HEARING**

8. Resolution No. 9641 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) Fiscal Year 2019/20 (Public Works)

**Recommendation:**

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9641 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessment related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY2019/20.

**PUBLIC HEARING**

9. Resolution No. 9642 – Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (Fiscal Year 2019/20) (Public Works)

**Recommendation:**

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9642 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 FY 2019/20.

**PUBLIC HEARING**

10. Confirmation of 2018/2019 Weed Abatement Charges (City Clerk)

**Recommendation:**

- Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2018/2019 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment.

**PUBLIC HEARING/ORDINANCE FOR INTRODUCTION**

11. Categorically Exempt – CEQA Guidelines Section 15061 (b)(3), Zoning Text Amendment – Required Parking

Ordinance No. 1103 – An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.480 (Parking Spaces Required) and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to garage conversions in the A-1, Light Agricultural, and R-1, Single-Family Residential, Zones (City of Santa Fe Springs)

**Recommendation:**

- Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Required Parking (Ordinance No. 1103) and,

thereafter close the Public Hearing; and

- Find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan; and
- Find that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Introduce Ordinance No. 1103 and pass its first reading on to effectuate the proposed amendments to the text of the City's Zoning Regulations.

**ORDINANCE FOR INTRODUCTION**

12. Ordinance No. 1104 – An ordinance of the City of Santa Fe Springs amending the abandonment and desertion of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code to update the procedures regarding the abandonment of oil wells (Fire)

**Recommendation:**

- Waive further reading and introduce Ordinance No. 1104.

**NEW BUSINESS**

13. On-Call Professional Engineering Services Contract Extension – Approve One (1) Year Extension for Six Existing Contracts (Public Works)

**Recommendation:**

- Approve Contract Amendments for each of the following six (6) On-Call Engineering Firms to extend the term of each Agreement for one (1) year; and
- Authorize the Mayor to execute Contract Amendment Number Two for each of the On-Call Engineering Firms.

14. Basketball, Tennis, and Handball Courts Resurfacing (Los Nietos Park, Santa Fe Springs Park, and Little Lake Park) – Authorization to Re-advertise for Construction Bids (Public Works)

**Recommendation:**

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

15. Agreement for Acquisition of Real Property (APN 8061-017-013) for Rosecrans Avenue/Valley View Avenue Intersection Improvement Project (Public Works)

**Recommendation:**

- Approval of the Agreement between the City of Santa Fe Springs (City) and Transcendent Properties, LLC for the Acquisition of a Portion of Real Property Assessor Parcel Number (APN) 8061-017-013 in the Amount of \$10,810.00 for the Rosecrans Avenue/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to Execute the Agreement for acquisition of Real Property between the City and Transcendent Properties, LLC.

*City of Santa Fe Springs*  
*Regular Meetings*

*July 25, 2019*

16. Burlington Northern Santa Fe (BNSF) Railway Company Third Installation Rosecrans / Marquardt Avenue Grade Crossing-Approval of Grade Crossing Signal Installation Agreement (Public Works)  
**Recommendation:**
- Approve the Agreement with BNSF Railway Company to reimburse the City for traffic signal modification costs at the Rosecrans/Marquardt Avenue grade crossing associated with the BNSF Third Track Project; and
  - Authorize the Mayor to execute the Agreement on behalf of the City.
17. Florence Avenue Corridor Study – Approval of Implementation Agreement (Public Works)  
**Recommendation:**
- Approve the Implementation Agreement with Gateway Cities Council of Governments (Gateway COG) to develop a Corridor Study along Florence Avenue through the Gateway Cities;
  - Appropriate \$16,810.00 from the Utility User's Tax / Capital Improvement Fund to the Florence Avenue Corridor Study; and
  - Authorize the Mayor to execute the Agreement on behalf of the City.
18. Amendment Number One to Agreement for Child Development Services with the California Department of Education (CDE) for Fiscal Year 2018-2019 (Community Services)  
**Recommendation:**
- Approve Resolution No. 9643 for Amendment Number One to contract CSPP-8170 with the California Department of Education adjusting the Maximum Reimbursement Amount (MRA) from \$662,905.00 to \$698,538.00; and
  - Authorize the Mayor to execute Amendment Number One to contract CSPP-8170.
19. Amendment Number One to Santa Fe Springs City Library Café Libro Concession Agreement with Tierra Mia Coffee Company (Community Services)  
**Recommendation:**
- Approve Amendment Number One with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.
  - Authorize the Director of Finance and Administrative Services to execute Amendment Number One with Tierra Mia Coffee Company.
20. Appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees (City Clerk)  
**Recommendation:**
- Appoint a Santa Fe Springs representative to the Board of Trustees of the Greater Los Angeles County Vector Control District to fill the current unexpired term plus an additional 2 or a 4 year term commencing on January 1, 2020.



***City of Santa Fe Springs***  
***Regular Meetings***

***July 25, 2019***

21. Appointment of Delegate and Alternate Delegate to the Annual Business Meeting of the League of California Cities (City Clerk)

**Recommendation:**

- Appoint a Delegate and Alternate Delegate for the Annual Business Meeting of the League of California Cities on October 18, 2019.

**CLOSED SESSION**

22. 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

***Items 23 – 32 will occur in the 7:00 p.m. hour.***

23. **INVOCATION**

24. **PLEDGE OF ALLEGIANCE**

25. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

26. **ANNOUNCEMENTS**

27. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

28. **PRESENTATIONS**

- a. Presentation of 2019 Miss Santa Fe Springs Pageant Queen and Princesses

29. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

- a. Advisory Committee Appointments

30. **ORAL COMMUNICATIONS**

31. **COUNCIL COMMENTS**

32. **ADJOURNMENT**

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

  
\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

***July 18, 2019***  
\_\_\_\_\_  
Date

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



# City of Santa Fe Springs

Public Financing Authority Meeting

ITEM NO. 3B

July 25, 2019

## CONSENT CALENDAR

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

### RECOMMENDATION

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 6/30/19

None

Outstanding principal at 6/30/19

\$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

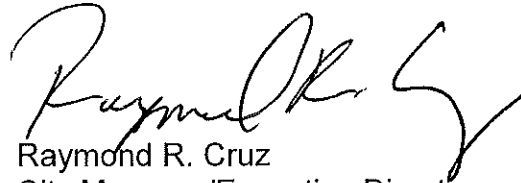
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding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

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**



## **CONSENT CALENDAR**

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

### **RECOMMENDATION**

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 6/30/19	None
Outstanding principal at 6/30/19	\$6,890,000

#### Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 6/30/19	None
Outstanding principal at 6/30/19	\$1,425,000

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.

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

A handwritten signature in black ink, appearing to read "Raymond R. Cruz". The signature is fluid and cursive, with the first name "Raymond" being more prominent than the last name "Cruz".

Raymond R. Cruz  
City Manager/Executive Director



# City of Santa Fe Springs

Water Utility Authority

ITEM NO. 4C

July 25, 2019

## CONSENT AGENDA

### Status Update of Water-Related Capital Improvement Projects

#### RECOMMENDATION

- Receive and file the report.

#### BACKGROUND

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 for the Water Well No. 12 Packer Testing project.

Construction began on May 7, 2019.

To date, Best Drilling and Pump, Inc., has completed the following:

- Initial water well inspections via CCTV
- Well cleaning and rehabilitation
- Well pumping redevelopment to clean the adjacent gravel pack and subsurface formation to reduce water turbidity (cloudiness)
- Well pumping tests and water sample collection for baseline data
- Well pumping tests and water sample collection with packers installed at various depths to isolate water zones and determine the permanent position of the packer

The Contractor is anticipating project completion by the end of August 2019.

#### FISCAL IMPACT

Water Well No. 12 Packer Testing and Installation is fully funded from the Water Capital Improvement Projects (CIP) Fund.

#### INFRASTRUCTURE IMPACT

The production of quality water from Water Well No. 12 will provide a cost-effective option which is imperative to meeting the City's water needs.

  
Raymond R. Cruz  
Executive Director

Attachment:  
None

Report Submitted By: Noe Negrete  
Director of Public Works

 Date of Report: July 18, 2019



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

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



# ***City of Santa Fe Springs***

City Council Meeting

**ITEM NO. 7A**

*July 25, 2019*

## **CONSENT AGENDA**

Minutes of the May 11 and June 24, 2019 Special Meetings and June 13 and 27, 2019 Regular City Council Meetings

### **RECOMMENDATION**

Staff recommends that the City Council:

- Approve the minutes as submitted.

### **BACKGROUND**

Staff has prepared minutes for the following meetings:

- May 11, 2019
- June 13, 2019
- June 24, 2019
- June 27, 2019

Staff hereby submits the minutes for Council's approval.

  
Raymond R. Cruz  
City Manager

### **Attachment:**

1. Minutes for May 11, 2019
2. Minutes for June 13, 2019
3. Minutes for June 24, 2019
4. Minutes for June 27, 2019



APPROVED:

## MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

May 11, 2019

1. **CALL TO ORDER**

Mayor Trujillo called the meeting to order at 8:40 a.m.

2. **ROLL CALL**

**Members present:** Councilmembers: Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds and Mayor Trujillo

**Members absent:** None

3. **WELCOME BY MAYOR JUANITA TRUJILLO**

4. **COMMENTS BY THE CITY MANAGER**

City Manager Raymond Cruz provided a brief introduction on the purpose of the workshop. He emphasized the City's financial status and would like to see today's discussions entail of budget priorities and strengthening the working relationship between Council and staff.

5. **STRATEGIC PLANNING WORKSHOP**

Strategic Planning Workshop facilitated by John Bramble of Management Partners to include City accomplishments and the City Council's vision and priorities.

Mr. Bramble began the workshop by asking the group to share something about themselves.

Following the introductions, Council discussed the City's accomplishments, contributing factors and hindering factors to those accomplishments.

The priorities discussed entailed of the following: Dedicated staff, being an approachable and service oriented city, working as a team, loss of staff and recruitment issues, collaboration with staff, and the role of staff and hotel development.

Following the above discussions there were some team building activities that entailed of Council-to-Council and Council-to-City Manager communications.

Council Priorities were listed as follows:

- Balance budget
- Hotel
- Traffic Officers



- Expand Youth Programs
- Expand Senior Programs
- Water Well for Area 1

There was a "Bike Rack" list created, which were items that were raised during the workshop that needed additional time. Such items were tabled to be discussed in the near future. Those items were as follows:

- College degree requirements; when to require and when to be flexible for staff promotions and hiring.
- Subcommittees
- Process on how to respond to issues brought forwarded by public
- Policy on fee waivers
- Written protocols

**6. ORAL COMMUNICATIONS**

There was no one present from the public to speak during oral communications.

**7. ADJOURNMENT**

Mayor Trujillo adjourned the meeting at 2:27 p.m.

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Juanita Trujillo  
Mayor

**ATTEST:**

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Janet Martinez  
City Clerk

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Date



APPROVED:

## MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

June 13, 2019

1. **CALL TO ORDER**

Mayor Trujillo called the meeting to order at 5:32 p.m.

2. **ROLL CALL**

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

**Members absent:** None

### HOUSING SUCCESSOR

3. **CONSENT AGENDA**

a. Minutes of the May 9, 2019 Housing Successor Meeting

**Recommendation:** That the Housing Successor:

- Approve the minutes as submitted.

It was moved by Council Member Zamora, seconded by Council Member Mora, to approve the minutes as submitted, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

### SUCCESSOR AGENCY

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 Successor Agency.

**Approval of Minutes**

Minutes of the May 9, 2019 Successor Agency Meeting

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

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

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

### CITY COUNCIL

**5. CONSENT AGENDA**

Minutes of the May 9, 2019 Regular City Council Meeting

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

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

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**PUBLIC HEARING**

**6. Resolution No. 9634 – Canceling the City's Approved Community Development Block Grant (CDBG) Program for Fiscal Year 2018/19 and Reallocating the Fiscal Year 2018/19 Grant to the CDBG Revolving Fund**

**Recommendation:**

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9634 Cancelling the Approved Fiscal Year (FY) 2018/19 CDBG Allocation to Residential Streets Sidewalk Improvements Project and Reallocate the FY 2018/19 Grant to the CDBG Resolving Fund; and
- Authorize the City Manager to execute the Agreement to transfer the FY 2018/19 CDBG Funds to the CDBG Revolving Fund for later use on CDBG eligible projects.

Mayor Trujillo opened the public hearing at 5:33 p.m.

There were no speakers present for Item No. 6

Mayor Trujillo closed the public hearing at 5:33 p.m.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to adopt Resolution No. 9634, cancelling the approved Fiscal Year (FY) 2018/19 CDBG Allocation to Residential Streets Sidewalk Improvements Project and Reallocate the FY 2018/19 Grant to the CDBG Resolving Fund, and authorize the City Manager to execute the agreement to transfer the FY 2018/19 CDBG Funds to the CDBG Revolving Fund for later use on CDBG eligible projects, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**NEW BUSINESS**

7. Introduction and Discussion of City's Proposed Fiscal Year 2019-20 Budget and Related Items

**Recommendation:**

- Give staff direction regarding revenue and expenditure matters included in the Fiscal Year 2019-20 proposed budget.

Mayor Pro Tem Rounds inquired whether new proposed items were just place holders.

Director of Finance Travis Hickey mentioned that it is just a recommended budget and will come back to the Council in two weeks to be adopted after any changes are made. If any adjustments are made, the Council will be informed, and the changes will be reflected on the new budget before it is adopted.

City Manager Raymond R. Cruz noted that any recommendations given during the budget meetings that were held in the last two days will be included in the next proposed budget prior to being adopted.

8. Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2019-2020

**Recommendation:**

- Approve In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2019-2020; and
- Authorize the Mayor to execute the In-kind Services Agreement.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve In-Kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2019-2020, and authorize the Mayor to execute the In-kind Services Agreement, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

9. Amendment Number One to Lease Agreements between City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center and the Los Nietos Child Care Center

**Recommendation:**

- Approve Amendment Number One to Lease Agreements between the City of Santa Fe Springs and Options for Learning to extend lease term by one year at the Gus Velasco Neighborhood Center and Los Nietos Childcare Center; and
- Authorize the Mayor to execute Amendment Number One to Lease Agreement.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to approve Amendment Number One to Lease Agreements between the City of

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Santa Fe Springs and Options for the Learning to extend lease term by one year at the Gus Velasco Neighborhood Center and Los Nietos Childcare Center, and authorize the Mayor to execute Amendment Number One to lease agreement, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**10. Painter Avenue Street Improvements – Award of Contract**

**Recommendation:**

- Appropriate \$115,000 from Bond Capital Improvement Fund to Painter Avenue Street Improvements (Activity No. 455-397-S042);
- Accept the bids; and
- Award a contract to Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$555,434.00.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to appropriate \$115,000 from Bond Capital Improvement Fund to Painter Avenue Street Improvements (Activity no. 455-397-S042), accept the bids, and award a contract to Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$555,434.00, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**11. Agreement for Acquisition of Real Property (APN 8069-006-004) for Rosecrans Avenue/Valley View Avenue Intersection Improvement Project**

**Recommendation:**

- Approval of the Agreement between the City of Santa Fe Springs (City) and Tabello Bros., Inc., for the Acquisition of a Portion of Real Property (Assessor Parcel Number (APN) 8069-006-004) in the amount of \$35,000 for the Rosecrans Avenue/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to execute the agreement for acquisition of Real Property between the City and Tabello Bros., Inc.

It was moved by Council Member Mora, seconded by Council Member Rodriguez, to approve the agreement between the City of Santa Fe Springs and Tabello Bros., Inc. for the Acquisitions of a Portion of Real Property (Assessor Parcel Number 8069-006-004) in the amount of \$35,000 for the Rosecrans Avenue/Valley View Avenue Intersection Improvement Project, and authorize the Mayor to execute the agreement for acquisition of Real Property between the City and Tabello Bros. Inc., by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**12. Agreement for Acquisition of Real Property (APN 7001-012-039) for Alondra Boulevard/Valley View Avenue Intersection Improvement Project**

**Recommendation:**

- Approval of the Agreement between the City of Santa Fe Springs and Link Alondra Center, LLC, for the Acquisition of a Portion of Real Property (Assessor Parcel Number (APN) (7001-012-039) in the amount of \$82,000 for the Alondra Boulevard/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to execute the agreement for acquisition of real property between the City and Link Alondra Center, LLC.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve the agreement between the City of Santa Fe Springs and Link Alondra Center, LLC, for the Acquisition of a Portion of Real Property (Assessor Parcel Number (APN) (7001-012-039) in the amount of \$82,000 for the Alondra Boulevard/Valley View Avenue Intersection Improvement Project, and authorize the Mayor to execute the agreement for acquisition of real property between the City and Link Alondra Center, LLC, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**13. Approval of Parcel Map No. 78232 - located at Northwest Corner of Telegraph Road and Santa Fe Springs Road**

**Recommendation:**

- Approve Parcel Map No. 78232;
- Find that Parcel Map No. 78232 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. 78232.

It was moved by Council Member Rodriguez, seconded by Council Member Mora, to approve Parcel Map No. 78232, find that Parcel Map No. 78232 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. 78232, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**14. Acceptance of FEMA Assistance to Firefighters Grant Program (AFG) funds for the purchase of replacement fire hose for the Department of Fire-Rescue**

**Recommendation:**

- Accept FEMA Assistance to Firefighters Grant funds in the amount of \$80,424.93, and authorize the purchase of replacement fire hose for the Department of Fire-Rescue from ALLSTAR Fire Equipment, Inc.

It was moved by Council Member Mora, seconded by Council Member Rodriguez, to accept FEMA Assistance to Firefighters Grant funds in the amount of

\$80,424.93, and authorize the purchase of replacement fire house for the Department of Fire-Rescue from ALLSTART Fire Equipment, Inc., by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**15. Consideration of Amendment Number One to Agreement with Sagecrest Planning + Environmental to Extend the Agreement on a Month-to-Month Basis**

**Recommendation:**

- Approve Amendment Number One to the Agreement with Sagecrest Planning + Environmental to extend the Agreement term on a month-to-month basis.
- Authorize the Mayor to execute Amendment Number One.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Rounds, to approve Amendment Number One to the agreement with Sagecrest Planning + Environmental to extend the Agreement term on a month-to-month basis, and authorize the Mayor to execute Amendment Number One, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**16. Partnership Agreement between the City of Santa Fe Springs and University of La Verne**

**Recommendation:**

- Approve the agreement with the University of La Verne; and
- Authorize the Mayor to execute the agreement.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve the agreement with the University of La Verne, and authorize the Mayor to execute the agreement, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**17. Authorize the Purchase of Tables from Mity-Lite, Inc. by Piggybacking off of CMAS Cooperative Contract No.4-17-71-0111B**

**Recommendation:**

- Approve the purchase of tables from Mity-Lite, Inc. by piggybacking off of CMAS cooperative contract No.4-17-71-0111B and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$39,929.94 for this transaction.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Rounds, to approve the purchase of tables from Mity-Lite, Inc. by piggybacking off of CMAS cooperative contract No. 4-17-71-0111B, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$39,929.94 for this transaction, by the following vote:



**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo  
**Nays:** None  
**Absent:** None

City Attorney read the following closed session titles.

**CLOSED SESSION**

18. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to California Government Code Section 54957.6)  
Unrepresented Employee: City Manager

**CLOSED SESSION**

19. 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**

20. 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

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***Mayor Trujillo recessed the meetings at 5:55 p.m.***

***Mayor Trujillo convened the meeting at 7:14 p.m.***

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City Attorney Ivy M. Tsai provided a brief report on Closed Session items: no action was taken on items 18 through 20.

**21. INVOCATION**

Invocation was led by Mayor Pro Tem Rounds

**22. PLEDGE OF ALLEGIANCE**

The Youth Leadership Committee led the Pledge of Allegiance.

**23. INTRODUCTIONS**

- Representatives from the Chamber of Commerce: No representatives were present from the Chamber of Commerce.

- A presentation was given from Ivan Sulic, representative from Supervisor Janice Hahn's Office to present a \$150k check to the City.

#### **24. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:

- Wading Pools open at City Parks – June 10 – August 14, 12:30PM – 4:30PM
- Adult Basketball League – July 8<sup>th</sup>
- LEGO Robotics Plus – June 15<sup>th</sup>, 1:00PM
- Senior Pirates Dance – June 21<sup>st</sup>, 9:00AM – 12:00PM
- Independence Day Celebration – July 3<sup>rd</sup>, 4:00PM

#### **25. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager, Raymond R. Cruz provided an update on the Eastside Transit Corridor Phase 2 project. He noted Metro is hosting public meetings and encourages the public and business members to attend the meetings. He also spoke about Assembly member Ian Calderon securing \$2.5 million for community center and parks projects. Last, he spoke about the meeting with the City of Whittier and the Mayor to discuss the police contract to review what can be improved. There was a request from the Mayor to pass a resolution to support the initiative for 2020 to reduce crime.
- Public Works Director, Noe Negrete provided a report on two capital projects. The first one he spoke about was Water Well #12, described the packer installation and cleaning. He then spoke about the City Hall public counter and accessibility improvement project. The project started at the Planning Department and will then will be implemented this weekend at the Finance Department counter.
- Director of Planning, Wayne Morrell provided an update on the first craft ramen restaurant that recently opened in the City on Clarke Street and Norwalk Boulevard.
- Director of Police Services, Dino Torres spoke about the great turnout to the Safe Neighborhood Community Block Party at Lakeview Park that took place Saturday. He noted the next Block Party will be June 22<sup>nd</sup> from 12pm to 2pm.
- Fire Chief, Brent Hayward provided an update on the Light-Air Unit 828 and noted that it was sent to service today for the first time in Downey, CA. He noted that the old unit was donated to the City's sister city of Navajoa, Mexico around a year ago.
- Director of Finance and Administrator, Travis Hickey spoke about the budget introduction that took place earlier in the meeting.
- Director of Community Services, Maricela Balderas spoke about the City Library celebrating "All Things Si-Fi" Trivia Night on June 21<sup>st</sup>, admission is free. She reported that the City Library and Family Human Services Division were recently awarded grants for free concerts through the LA County Arts Commission; \$700.00 and \$1,700.00 respectively for summer concerts. Lastly, she invited the audience tomorrow to the first "Summer Concerts at Heritage Park" at 7:00PM.

**26. PRESENTATIONS**

- a. Recognition of 2019 Battle of the Books event winners
- b. Recognition of 2019 Beautification Committee Award program recipients
- c. Introduction of Department of Community Services New Employee – Immanuel Caldon, Administrative Clerk II
- d. Introduction of New Finance and Administrative Services, Employees, Human Resources Assistant, Brianna Esquivias and Account Clerk I, Claribel Catalan.

**27. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

- a. Committee Re-Appointments

There were no appointments made at this meeting.

**28. ORAL COMMUNICATIONS**

Hector Galindo and Francisco Acosta spoke during Oral Communications.

**29. COUNCIL COMMENTS**

Mayor Trujillo spoke about the cookout and recognized the volunteers that put together the event and made sure that everyone was enjoying the event. She also invited everyone to attend tomorrow's first Summer Concert at Heritage Park. She addressed the Pioneer Blvd. issue that was brought forward during Oral Communications.

Council Member Mora encouraged everyone to attend the upcoming summer activities. He recognized all the winners that received awards and spoke about the upcoming events. Lastly, he recognized all the fathers and mothers this Father's Day.

Council Member Rodriguez congratulated the Jersey Elementary Super Readers and recognized the hard work put into the Block Party. Thanked the Beautification Committee, Joyce Ryan, and all the volunteers. Lastly, she wished all fathers present a Happy Father's Day.

Council Member Zamora recognized Joyce Ryan for the 'Battle of the Books' event; recognized Dino Torres for the Block Parties and requested for staff to add light-up stop signs along Pioneer Blvd where there is high traffic, especially at night.

Mayor Pro Tem Rounds spoke about the Chamber of Commerce and noted that yesterday he and Council Member Rodriguez attended the installation of new officers at a new banquet facility on Slauson Avenue called "Azar". He noted that summer has arrived and encouraged everyone to attend all the programs, concerts, movie nights, and everything else that the city has to offer. He wished everyone a Happy Father's Day.

**30. ADJOURNMENT**

Mayor Trujillo adjourned the meeting in memory of Deputy Solano and L.A.P.D. Officer Esmeralda Rodriguez at 8:29 p.m.

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Juanita Trujillo  
Mayor

\_\_\_\_\_  
Date



APPROVED:

## MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

June 24, 2019

1. **CALL TO ORDER**

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

2. **ROLL CALL**

**Members present:** Councilmembers: Mora, Rodriguez, Zamora, Mayor Pro Tem Rounds and Mayor Trujillo

**Members absent:** None

**CITY COUNCIL**

3. **ORAL COMMUNICATIONS**

There was no one present to speak during public comment.

Mayor Trujillo recessed the meeting at 6:01 p.m.

**CLOSED SESSION**

4. **CONFERENCE 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

Mayor Trujillo reconvened the meeting at 6:48 p.m.

**REPORT FROM CLOSED SESSION**

City Attorney Ivy Tsai stated there was no reportable action on the closed session item.

5. **ADJOURNMENT**

Mayor Trujillo adjourned the meeting at 6:48 p.m.

\_\_\_\_\_  
Juanita Trujillo  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

June 27, 2019

1. **CALL TO ORDER**

Mayor Trujillo called the meeting to order at 6:14 p.m.

2. **ROLL CALL**

**Members present:** Councilmembers/Directors: Mora, Rodriguez, Zamora, 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 May 23, 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 Council Member Zamora, seconded by Mayor Pro Tem Rounds, approving Item No. 3A and 3B, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

### WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

**Approval of Minutes**

- a. Minutes of the May 23, 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 Mora, seconded by Mayor Pro Tem Rounds, approving Item No. 4A, 4B, & 4C, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

**HOUSING SUCCESSOR**

**5. CONSENT AGENDA**

Minutes of the May 23, 2019 Housing Successor

**Recommendation:** That the Housing Successor:

- Approve the minutes as submitted.

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

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

**SUCCESSOR AGENCY**

**6. CONSENT AGENDA**

Minutes of the May 23, 2019 Successor Agency

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

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

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

**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.*

Minutes of the May 23, 2019 Regular City Council Meeting

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

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

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

**NEW BUSINESS**

8. Adoption of City's Fiscal Year 2019-20 Budget and Related Items

**Recommendation:**

- Adopt the fiscal year ("FY") 2019-20 City Budget as proposed, including the actions as set forth herein.

Director of Finance Travis Hickey requested if the motion can incorporate a change to the salary schedule to reposition a Transportation Supervisor from Class 165 to Class 150.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to adopt the Fiscal Year 2019-20 City Budget as proposed, including the actions as set forth herein, along with the recommendations of the Director of Finance, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

9. Adoption of the City's Fiscal Year 2019-20 Investment Policy

**Recommendation:**

- Adopt the Investment Policy for Fiscal Year 2019-20.

It was moved by Council Member Rodriguez, seconded by Council Member Zamora, to adopt the Investment Policy for Fiscal Year 2019-20, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

10. Approve an Independent Audit Services Agreement with Lance, Soll, & Lunghard, LLP for Fiscal Year 2018-19

**Recommendation:**

- Authorize the Mayor to execute a professional services agreement with the firm of Lance, Soll & Lunghard, LLP ("LSL") to perform the City's annual independent financial audit for Fiscal Year 2018-19.

It was moved by Council Member Mora, seconded by Council Member Zamora, to authorize the Mayor to execute a professional services agreement with the firm of Lance, Soll & Lunghard, LLP ("LSL") to perform the City's annual independent financial audit for Fiscal Year 2018-19, by the following vote:

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

**11. First Amendment to the City Manager Employment Agreement**

**Recommendation:**

- Authorize the Mayor to execute the First Amendment to the City Manager's Employment Agreement which revises several of the terms of the aforementioned employment agreement.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to authorize the Mayor to execute the First Amendment to the City's Manager's Employment Agreement which revises several of the terms of the aforementioned employment agreement, by the following vote:

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

**12. Resolution No. 9640 – Adoption of Annual Appropriation (GANN) Limit for Fiscal Year 2019-20**

**Recommendation:**

- Adopt Resolution No. 9640 setting the appropriation limit for Fiscal Year 2019-20.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to adopt Resolution No. 9640 setting the appropriation limit for Fiscal Year 2019-20, with staff's recommendations, by the following vote:

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

**13. Resolution No. 9635 – Authorizing the City Manager to Execute a Restricted Grant Agreement for Transportation Planning Grant Program Funding, and Amendments thereto, with the California Department of Transportation for the City of Santa Fe Springs' Targeted General Plan/Zoning Update**

**Recommendation:**

- Adopt Resolution No. 9635; and
- Authorize the City Manager to Execute a Restricted Grant Agreement for Transportation Planning Grant Funding, and Amendments thereto, with the California Department of Transportation for the City of Santa Fe Springs' Targeted General Plan/Zoning Update.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds,

to adopt Resolution No. 9635, and authorize the City Manager to execute a Restricted Grant Agreement for Transportation Planning Grant Funding, and Amendments thereto, with the California Department of Transportation for the City of Santa Fe Springs' Targeted General Plan/Zoning Update, with staff's recommendations, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

**14. Resolution Nos. 9636 and 9637 – Approval of Engineer's Report (Fiscal Year 2019/20) in Conjunction with Annual Levy of Assessment for Heritage Springs Assessment District No. 2001 – 1 (Hawkins Street and Palm Drive)**

**Recommendation:**

- Adopt Resolution 9636, approving the Engineer's Report (FY 2019/20) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
- Adopt Resolution No. 9637, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 25, 2019.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to adopt Resolution No. 9636, approving the Engineer's Report (FY 2019/20) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01, and adopt Resolution No. 9637, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 25, 2019, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

**15. Resolution Nos. 9638 and 9639 – Approval of Engineer's Report (Fiscal Year 2019/20) in Conjunction with Annual Levy of Assessments for Street Lighting District No. 1**

**Recommendation:**

- Adopt Resolution No. 9638, approving the Engineer's Report (FY 2019/20) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- Adopt Resolution No. 9639, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 25, 2019.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to adopt Resolution No. 9638, approving the Engineer's Report (FY 2019/20) in conjunction with the annual levy of assessments for Street Lighting District No. 1, and, adopt Resolution No. 9639, declaring the City of Santa Fe Springs' intention

to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 25, 2019, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**16. Interstate 5 Freeway Widening/Florence Avenue Segment First Amendment with the State Department of Transportation**

**Recommendation:**

- Approve the First Amendment to Utility Agreement No. 7UA-13073 with the State Department of Transportation; and
- Authorize the Director of Public Works to execute the First Amendment.

It was moved by Council Member Zamora, seconded by Council Member Mora, to approve the First Amendment to Utility Agreement No. 7UA-13073 with the State Department of Transportation, and authorize the Director of Public Works to execute the First Amendment, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**17. Request for Approval of Recyclable Materials Dealer Permits, Fiscal Year 2019-20**

**Recommendation:**

- Approve the issuance of Recyclable Materials Dealer Permits for the attached list of applicants (Exhibit A), subject to the conditions of approval as contained within Chapter 50 of the City Ordinance.

Jason Rush, Legislative Director from Ware Disposal Inc. spoke regarding this item. He expressed his disagreement with the recommendations written on the report.

The City Council requested a brief summary from Maribel Garcia and Jeff Duhamel to obtain additional background on Mr. Rush' concerns.

Senior Management Assistant, Maribel Garcia provided a brief information on the decision made in regards to Jason Rush's comment. She noted there was no response from his office after a letter was sent to them to correct the violation they had on file.

Jeff Duhamel from Muni Environmental Services added that the findings of such violation were based on an audit conducted for a compactor at Wal-Mart.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to approve the issuance of Recyclable Materials Dealer Permits for the attached list of applicants, subject to the conditions of approvals as contained within Chapter 50 of the City Ordinance, and to table the permit by Ware Disposal Inc. until a resolution has been agreed to by the trash subcommittee and consultant, by the

following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

18. Approval of the Agreements Between the City of Santa Fe Springs and the City of Santa Fe Springs General City Employees Association (SFSCEA) and the City of Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA)

**Recommendation:**

- Approve the FY 2019-20 labor agreements with SFSCEA; and
- Approve the FY 2019-20 Memorandum of Understanding with the SFSCEA.

It was moved by Council Member Mora, seconded by Council Member Rodriguez, to approve the FY 2019-20 labor agreements with SFSCEA, and approve the FY 2019-20 Memorandum of Understanding with the SFSCEA, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

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***Mayor Trujillo recessed the meetings at 6:31 p.m.***

***Mayor Trujillo convened the meeting at 7:01 p.m.***

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**19. INVOCATION**

Invocation was led by Council Member Zamora.

**20. PLEDGE OF ALLEGIANCE**

The Youth Leadership Committee led the Pledge of Allegiance.

**21. INTRODUCTIONS**

- Representatives from the Chamber of Commerce: Paul Penta Pacific Properties.

**22. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:

- 3-on-3 Basketball Tournament – June 28<sup>th</sup>, 11:00AM to 2:00PM
- Baby Boogie at the Park – Tuesdays, 10:00AM to 11:00AM
- Arts & Crafts Camp – 2 Sessions, 9:00AM to 2:00PM

**23. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager, Raymond Cruz spoke about the Golden Line scoping meetings, he noted the last one was at Pico Rivera at the women's club. He noted that most of the



public wants the line to run underground, making it considerably expensive; however, that is not the final decision, there is still an opportunity for public comment up to July with MTA. Second, he spoke about the city managers group that met last week in Monterey Park to discuss the homelessness problem. He noted that "LASA" is the organization that did a count on homeless. He added that LASA is now housing 21,000 people, however, they note that is a small percentage of the homeless. There are strike teams out there that will be helping cities for homeless issues. They are working on obtaining additional funds for this program to expand.

- Director of Public Works, Noe Negrete spoke about the Santa Fe Springs Street Improvements Project that began on June 10<sup>th</sup>. They are 50 percent complete; they are working on sidewalks, curb and gutters, and driveways. Some work will be done on Saturday since they will be done for businesses. After July 8<sup>th</sup>, they will continue the projects at night; should be completed by the end of August 2<sup>nd</sup>. Today Metro approved the project for the Florence Avenue widening, from Pioneer Blvd. to Orr & Day Rd. Therefore, they will be coming back to council in August to authorize for the project to move forward. Because of the rain, Caltrans states that they are behind schedule. Caltrans states that they will be done with the project by March of 2020.
- Planning Director, Wayne Morrell spoke about the Promenade shopping center. He noted they are restriping and will have additional personnel for picking up trash. The AT&T store will be moving to the adjacent suite to create a space for a larger business, such as a breakfast spot. A new Salvadorian restaurant will open where the 'carniceria' used to be. Also, Don Pancho's Bakery will be expanded to the Waffles N' Cream location to include more seating area. Lastly, he spoke about the new poke place that will open next to Pescado Dorado. The Gateway Shopping Center will have a pick-up item area opening on July 4<sup>th</sup>.
- Director of Police Services, Dino Torres spoke about the 2019 pet vaccination clinic on July 10<sup>th</sup>, and the Community Block Party a few weeks ago at Santa Fe Springs Park. He also talked about The Police Services Department offering several informational flyers that address different topics such as the Safe Neighborhood Team program, the recruitment for the PSO program, the Santa Fe Springs Code Enforcement on how to file a complaint, and family and youth intervention program information.
- Fire Chief, Brent Hayward spoke about the location of the fireworks booths. He noted that they just completed the inspection for all the firework stand locations.
- Director of Finance Travis Hickey talked about the end of the fiscal year and the beginning of the new fiscal year.
- Director of Community Services, Maricela Balderas spoke about the Fourth of July event that will have food and music along with a fireworks show that starts at 9:00PM. She noted that due to the holiday event, the offices will be closed early.

**24. PRESENTATIONS**

- a. Presentation to Milestone Event Celebrant
- b. Chamber of Commerce Youth Enrichment Fund Destiny Scholarship/Powell Grant Recipients  
This presentation was removed from the agenda.
- c. Recognition of Santa Fe Springs students who graduated from the Tri-Cities ROP Administration of Justice Academy
- d. Proclaiming Month of July 2019 as Parks and Recreation Month: Game On! In Santa Fe Springs
- e. Presentation - Relay for Life

**25. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

- a. Advisory Committee Appointments

No appointments were made. Councilmember Mora was appointed to CIP to replace Mayor Trujillo.

**26. ORAL COMMUNICATIONS**

Follow Up Report:

Director of Public Works, Noe Negrete spoke regarding last council meeting's speeding concerns on Pioneer Blvd. Public Works will collect data for a week and share that information with Whittier Police Department. Solar powered LED stop signs were ordered to be implemented on Charlesworth Rd. and Pioneer Blvd. The area will be monitored to see if more are necessary.

Director of Police Services, Dino Torres reported on speaking with both speakers that attended the last council meeting. He also provided a brief update on the recent discussed traffic stops.

New Public Comments: Jason Gerros, Gilbert Aguirre, Aaron Trigo.

**27. COUNCIL COMMENTS**

Council Member Mora thanked everyone who voiced their concerns. He encouraged everyone to attend the Block Parties and thanked the Planning Department for providing great customer service. Lastly, he thanked all those who have served our country and wished everyone a Happy 4<sup>th</sup> of July.

Council Member Rodriguez thanked Juanita for attending the Destiny Dinner and encouraged everyone to attend the block parties and summer activities. She congratulated all the milestone celebrants and scholarship recipients for inspiring everyone.

Council Member Zamora congratulated the milestone celebrants and acknowledged the young man in attendance that attended Camp Pendleton. He thanked the residents that come to the council meetings to voice their concerns and wished everyone a safe 4<sup>th</sup> of July.

Mayor Pro Tem Rounds thanked everyone for attending the council meeting and acknowledged staff. He also spoke about the budget and the process it takes to complete the budget. He thanked all the staff involved and wished everyone a Happy 4<sup>th</sup> of July.

Mayor Trujillo acknowledged the audience concerns; she thanked staff for their work and spoke about attending a Gateway Cities conference last week with Council Member Zamora. She spoke about the conference and what businesses are closing due to the local changes that also affect transportation. She wished everyone a Happy 4<sup>th</sup> of July.

**28. ADJOURNMENT**

Mayor Trujillo adjourned the meeting at 8:16 p.m. in memory of Jose Isabel Cruz Saucedo and Willie Gordon.

\_\_\_\_\_  
Juanita Trujillo  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 7B

June 25, 2019

## **CONSENT AGENDA**

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

### **RECOMMENDATION**

- Approve a general motion to waive full reading and read Ordinance titles 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.

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

Raymond R. Cruz  
City Manager

### **Attachments:**

None



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 7C

July 25, 2019

## CONSENT AGENDA

### City-Wide Striping - Final Payment

#### RECOMMENDATION

- Approve the Final Payment (less 5% Retention) to Superior Pavement Markings, Inc. of Cypress, California in the amount of \$38,850.06 for the subject project.

#### BACKGROUND

The City Council, at their meeting of November 8, 2018, awarded a contract to Superior Pavement Markings, Inc. of Cypress, California in the amount of \$235,496.35 for the above-referenced project. The City-Wide Striping project consists of stenciling traffic legends, traffic striping, and the removal and replacement of the raised reflective pavement markers on the City's major arterials and minor collectors.

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

The final construction cost is \$256,922.80 and includes a change order in the amount of \$23,205.00 enhancing the safety and welfare of the motoring public on Excelsior Drive, and Carmenita Road (I-5 overpass). The final project costs include construction, engineering, inspection, and the contingency is within the budget amount of \$304,000.00.

#### FISCAL IMPACT

The City Wide Striping project is an approved Capital Improvement Plan (CIP) project fully funded through the Bond Capital Improvement Fund.

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

Raymond R. Cruz  
City Manager

#### Attachment:

Attachment No. 1: Final Payment Detail

Handwritten initials in blue ink, possibly "NN".



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Traffic Control.	1	L.S.	\$ 7,500.00	\$ 7,500.00		\$ -	1	\$ 7,500.00
2.	Remove conflicting traffic stripes, pavement markings, words, arrows as directed by the Engineer:								
	a. 4" traffic stripe.	200	L.F.	\$ 0.15	\$ 30.00	638	\$ 95.70	638	\$ 95.70
	b. 6" traffic stripe.	100	L.F.	\$ 0.20	\$ 20.00		\$ -		\$ -
	c. 8" traffic stripe.	100	L.F.	\$ 0.50	\$ 50.00	55	\$ 27.50	55	\$ 27.50
	d. 12" stop bar/line.	100	L.F.	\$ 1.85	\$ 185.00		\$ -		\$ -
	e. Pavement marking words (unit price is calculated per letter.	20	LTR.	\$ 70.00	\$ 1,400.00	13	\$ 910.00	13	\$ 910.00
	f. Type IV arrows.	10	EA.	\$ 55.00	\$ 550.00	2	\$ 110.00	2	\$ 110.00
	g. Type VII arrows.	10	EA.	\$ 85.00	\$ 850.00		\$ -		\$ -
	A. Florence Avenue (Pioneer Boulevard to Carmenita Road):								
3.	Paint double yellow median island with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	340	L.F.	\$ 0.60	\$ 204.00		\$ -	200	\$ 120.00
4.	Paint yellow two-way left turn lane with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	3,370	L.F.	\$ 0.60	\$ 2,022.00		\$ -	3,266	\$ 1,959.60
5.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	14,262	L.F.	\$ 0.10	\$ 1,426.20		\$ -	14,200	\$ 1,420.00
6.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	1,810	L.F.	\$ 0.50	\$ 905.00		\$ -	1,967	\$ 983.50
7.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	34	EA.	\$ 55.00	\$ 1,870.00		\$ -	32	\$ 1,760.00
8.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	181	L.F.	\$ 1.85	\$ 334.85		\$ -	166	\$ 307.10
9.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	5	EA.	\$ 70.00	\$ 350.00		\$ -	5	\$ 350.00
10.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	1	EA.	\$ 80.00	\$ 80.00		\$ -	2	\$ 160.00
11.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	60	L.F.	\$ 3.10	\$ 186.00		\$ -	62	\$ 192.20



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period			Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount	Amount
12.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10):									
	a. White.	2,485	L.F.	\$ 2.65	\$ 6,585.25	90	\$ 238.50	2,578	\$ 6,831.70	
	b. Yellow.	175	L.F.	\$ 2.65	\$ 463.75			173	\$ 458.45	
13.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	810	L.F.	\$ 0.60	\$ 486.00	9	\$ 5.40	500	\$ 300.00	
14.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	220	EA.	\$ 5.50	\$ 1,210.00	218	\$ 1,199.00	218	\$ 1,199.00	
	B. Carmenita Road (From Imperial Highway to Rosecrans Avenue):									
15.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	260	L.F.	\$ 0.60	\$ 156.00			260	\$ 156.00	
16.	Paint 12" solid yellow diagonal stripe (Construction No. 16).	38	L.F.	\$ 1.85	\$ 70.30			38	\$ 70.30	
17.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	800	L.F.	\$ 0.60	\$ 480.00			2,819	\$ 1,691.40	
18.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	5,268	L.F.	\$ 0.10	\$ 526.80			4,260	\$ 426.00	
19.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20A, Detail 12 (Construction Note No. 22).	3,120	L.F.	\$ 0.10	\$ 312.00			3,542	\$ 354.20	
20.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective marker, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	2,142	L.F.	\$ 0.50	\$ 1,071.00	1,015	\$ 507.50	2,131	\$ 1,065.50	
21.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	20	EA.	\$ 55.00	\$ 1,100.00			20	\$ 1,100.00	
22.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	90	L.F.	\$ 1.85	\$ 166.50			90	\$ 166.50	
23.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	1	EA.	\$ 70.00	\$ 70.00			1	\$ 70.00	
24.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	4	EA.	\$ 80.00	\$ 320.00			4	\$ 320.00	

Payment Detail:  
CITY WIDE STRIPING

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period			Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount	Amount
25.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	92	L.F.	\$ 3.10	\$ 285.20		\$ -	92	\$ 285.20	
26.	Paint 12" white crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	1,670	L.F.	\$ 2.65	\$ 4,425.50		\$ -	1,679	\$ 4,449.35	
27.	Paint 6" white bike lane, per Caltrans Std. Plan A20D, Detail 39 & 39A (Construction Note No. 11).	1,210	L.F.	\$ 0.45	\$ 544.50	1,224	\$ 550.80	1,224	\$ 550.80	
28.	Paint pavement markings bike lane arrow, per Caltrans Std. Plan A24A (Construction Note No. 12).	2	EA.	\$ 20.00	\$ 40.00		\$ -	2	\$ 40.00	
29.	Paint pavement markings bike lane symbol with person, per Caltrans Std. Plan A24C (Construction Note No. 13).	2	EA.	\$ 30.00	\$ 60.00		\$ -	2	\$ 60.00	
30.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	136	L.F.	\$ 1.85	\$ 251.60		\$ -	136	\$ 251.60	
31.	Paint 4" solid white right edge line, per Caltrans Std. Plan A20B, Detail 27B (Construction Note No. 19).	440	L.F.	\$ 0.20	\$ 88.00		\$ -	432	\$ 86.40	
32.	Paint 12" solid white diagonal stripe (Construction No. 15).	345	L.F.	\$ 1.85	\$ 638.25		\$ -	345	\$ 638.25	
33.	Paint pavement marking word "KEEP CLEAR", per Caltrans Std. Plan A24E.	2	EA.	\$ 140.00	\$ 280.00		\$ -	2	\$ 280.00	
34.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	130	EA.	\$ 5.50	\$ 715.00		\$ -	139	\$ 764.50	
	C. Alondra Boulevard (From Shoemaker Avenue to Valley View Avenue):									
35.	Paint yellow two-way left turn lane with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	512	L.F.	\$ 0.60	\$ 307.20		\$ -	422	\$ 253.20	
36.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective marker, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	11,720	L.F.	\$ 0.10	\$ 1,172.00		\$ -	11,457	\$ 1,145.70	
37.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective marker, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	1,890	L.F.	\$ 0.50	\$ 945.00		\$ -	1,850	\$ 925.00	
38.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	28	EA.	\$ 55.00	\$ 1,540.00		\$ -	28	\$ 1,540.00	
39.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	150	L.F.	\$ 1.85	\$ 277.50		\$ -	198	\$ 366.30	
40.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	3	EA.	\$ 70.00	\$ 210.00		\$ -	3	\$ 210.00	



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
41.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	8	EA.	<b>\$ 80.00</b>	\$ 640.00		\$ -	8	\$ 640.00
42.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	270	L.F.	<b>\$ 3.10</b>	\$ 837.00		\$ -	270	\$ 837.00
43.	Paint 12" white crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	1,290	L.F.	<b>\$ 2.65</b>	\$ 3,418.50		\$ -	1,425	\$ 3,776.25
44.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	332	L.F.	<b>\$ 3.10</b>	\$ 1,029.20		\$ -	332	\$ 1,029.20
45.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	220	EA.	<b>\$ 5.50</b>	\$ 1,210.00		\$ -	219	\$ 1,204.50
	D. Norwalk Boulevard (From Washington Boulevard to Lakeland Road):								
46.	Paint double yellow median island with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	1,020	L.F.	<b>\$ 0.60</b>	\$ 612.00		\$ -	1,092	\$ 655.20
47.	Paint yellow two-way left turn lane with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	11,358	L.F.	<b>\$ 0.60</b>	\$ 6,814.80		\$ -	10,992	\$ 6,595.20
48.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective marker, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	5,742	L.F.	<b>\$ 0.10</b>	\$ 574.20		\$ -	5,750	\$ 575.00
49.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective marker, per Caltrans Std. Plan A20A, Detail 12 (Construction Note No. 22).	16,230	L.F.	<b>\$ 0.10</b>	\$ 1,623.00		\$ -	14,663	\$ 1,466.30
50.	Paint 8" solid white barrier stripe with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	4,267	L.F.	<b>\$ 0.50</b>	\$ 2,133.50		\$ -	3,975	\$ 1,987.50
51.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	44	EA.	<b>\$ 55.00</b>	\$ 2,420.00		\$ -	44	\$ 2,420.00
52.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	304	L.F.	<b>\$ 1.85</b>	\$ 562.40		\$ -	260	\$ 481.00
53.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	7	EA.	<b>\$ 70.00</b>	\$ 490.00		\$ -	10	\$ 700.00
54.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	4	EA.	<b>\$ 80.00</b>	\$ 320.00		\$ -	8	\$ 640.00

Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
55.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	380	L.F.	\$ 3.10	\$ 1,178.00		\$ -	400	\$ 1,240.00
56.	Paint 12" white crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	3,583	L.F.	\$ 2.65	\$ 9,494.95	55	\$ 145.75	3,202	\$ 8,485.30
57.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	280	L.F.	\$ 3.10	\$ 868.00	259	\$ 802.90	259	\$ 802.90
58.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	1,764	L.F.	\$ 0.60	\$ 1,058.40		\$ -	2,311	\$ 1,386.60
59.	Paint 4" solid white right edge line, per Caltrans Std. Plan A20B, Detail 27B (Construction Note No. 19).	128	L.F.	\$ 0.20	\$ 25.60	150	\$ 30.00	150	\$ 30.00
60.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	70	EA.	\$ 5.50	\$ 385.00		\$ -	74	\$ 407.00
61.	Paint 4" solid yellow left edge line with Type RY, red-yellow retro-reflective marker, per Caltrans Std. Plan A20B, Detail 25 (Construction Note No. 24).	272	L.F.	\$ 0.20	\$ 54.40	440	\$ 88.00	440	\$ 88.00
62.	Paint pavement marking numerals "40", per Caltrans Std. Plan A24C (Construction Note No. 30).	2	EA.	\$ 50.00	\$ 100.00		\$ -	2	\$ 100.00
63.	Paint pavement marking word "YIELD", per Caltrans Std. Plan A24D.	1	EA.	\$ 70.00	\$ 70.00		\$ -	1	\$ 70.00
	E. Los Nietos Road (From Pioneer Boulevard to Painter Avenue):								
64.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	580	L.F.	\$ 0.60	\$ 348.00		\$ -	580	\$ 348.00
65.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	12,510	L.F.	\$ 0.60	\$ 7,506.00		\$ -	12,207	\$ 7,324.20
66.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	4,056	L.F.	\$ 0.10	\$ 405.60		\$ -	3,968	\$ 396.80
67.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	2,035	L.F.	\$ 0.50	\$ 1,017.50		\$ -	1,845	\$ 922.50
68.	Paint pavement marking arrows, per Caltrans Std. Plan A24A (Construction Note No. 5):				\$ -		\$ -		\$ -
	a. Type 1, 10'-0" arrow.	2	EA.	\$ 55.00	\$ 110.00		\$ -	2	\$ 110.00



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
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Final Payment: \$ 38,850.06

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	b. Type IV, left / right turn arrow.	28	EA.	\$ 55.00	\$ 1,540.00		\$ -	28	\$ 1,540.00
	c. Type VI, lane drop arrow.	5	EA.	\$ 90.00	\$ 450.00		\$ -	5	\$ 450.00
69.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	244	L.F.	\$ 1.85	\$ 451.40	127	\$ 234.95	259	\$ 479.15
70.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	7	EA.	\$ 70.00	\$ 490.00	4	\$ 280.00	7	\$ 490.00
71.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	8	EA.	\$ 80.00	\$ 640.00		\$ -	8	\$ 640.00
72.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	404	L.F.	\$ 3.10	\$ 1,252.40		\$ -	396	\$ 1,227.60
73.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	1,581	L.F.	\$ 2.65	\$ 4,189.65		\$ -	1,894	\$ 5,019.10
74.	Paint 6" white bike lane, per Caltrans Std. Plan A20D, Detail 39 & 39A (Construction Note No. 11).	11,750	L.F.	\$ 0.45	\$ 5,287.50		\$ -	12,478	\$ 5,615.10
75.	Paint pavement markings bike lane arrow, per Caltrans Std. Plan A24A (Construction Note No. 12).	17	EA.	\$ 40.00	\$ 680.00		\$ -	19	\$ 760.00
76.	Paint pavement markings bike lane symbol with person, per Caltrans Std. Plan A24C (Construction Note No. 13).	17	EA.	\$ 60.00	\$ 1,020.00		\$ -	19	\$ 1,140.00
77.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	88	L.F.	\$ 3.10	\$ 272.80		\$ -	90	\$ 279.00
78.	Paint 12" solid white diagonal stripe (Construction Note No. 15).	32	L.F.	\$ 1.85	\$ 59.20		\$ -	32	\$ 59.20
79.	Paint pavement marking word "KEEP CLEAR", per Caltrans Std. Plan A24E.	2	EA.	\$ 140.00	\$ 280.00		\$ -	2	\$ 280.00
80.	Paint 4" solid white right edge line, per Caltrans Std. Plan A20B, Detail 27B (Construction Note No. 19).	270	L.F.	\$ 0.80	\$ 216.00		\$ -	265	\$ 212.00
81.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	4,112	L.F.	\$ 0.60	\$ 2,467.20		\$ -	3,759	\$ 2,255.40
82.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	20	EA.	\$ 5.50	\$ 110.00	1	\$ 5.50	21	\$ 115.50
	F. Shoemaker Avenue (From Telegraph Road to Adler Street):								
83.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	226	L.F.	\$ 0.60	\$ 135.60		\$ -	300	\$ 180.00

Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
84.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	4,578	L.F.	\$ 0.60	\$ 2,746.80		\$ -	4,396	\$ 2,637.60
85.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	11,812	L.F.	\$ 0.10	\$ 1,181.20		\$ -	11,287	\$ 1,128.70
86.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	2,231	L.F.	\$ 0.50	\$ 1,115.50		\$ -	2,319	\$ 1,159.50
87.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	31	EA.	\$ 55.00	\$ 1,705.00		\$ -	39	\$ 2,145.00
88.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	140	L.F.	\$ 1.85	\$ 259.00		\$ -	166	\$ 307.10
89.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	4	EA.	\$ 70.00	\$ 280.00		\$ -	6	\$ 420.00
90.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	2,010	L.F.	\$ 2.65	\$ 5,326.50		\$ -	1,331	\$ 3,527.15
91.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	5,790	L.F.	\$ 0.60	\$ 3,474.00		\$ -	6,304	\$ 3,782.40
92.	Paint pavement marking word "ONLY", per Caltrans Std. Plan A24E (Construction Note No. 23).	1	EA.	\$ 70.00	\$ 70.00		\$ -	1	\$ 70.00
	G. Valley View Avenue (From Rosecrans Avenue to Alondra Boulevard):								
93.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	924	L.F.	\$ 0.60	\$ 554.40		\$ -	151	\$ 90.60
94.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	2,092	L.F.	\$ 0.60	\$ 1,255.20		\$ -	1,031	\$ 618.60
95.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro reflective marker, per Caltrans Std. Plan A20A, Detail 12 (Construction Note No. 22).	8,980	L.F.	\$ 0.10	\$ 898.00	7,669	\$ 766.90	7,669	\$ 766.90
96.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	940	L.F.	\$ 0.50	\$ 470.00	1,710	\$ 855.00	1,710	\$ 855.00



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period			Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount	
97.	Paint pavement marking arrows, per Caltrans Std. Plan A24A (Construction Note No. 5):				\$ -		\$ -		\$ -	
	a. Type IV, left / right turn arrow.	17	E.A.	\$ 55.00	\$ 935.00		\$ -	13	\$ 715.00	
	b. Type VI, lane drop arrow.	3	E.A.	\$ 90.00	\$ 270.00		\$ -	3	\$ 270.00	
98.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	250	L.F.	\$ 1.85	\$ 462.50		\$ -	262	\$ 484.70	
99.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	3	E.A.	\$ 80.00	\$ 240.00		\$ -	3	\$ 240.00	
100.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	96	L.F.	\$ 3.10	\$ 297.60		\$ -	96	\$ 297.60	
101.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	650	L.F.	\$ 2.65	\$ 1,722.50	86	\$ 227.90	711	\$ 1,884.15	
102.	Paint 12" solid yellow diagonal stripe at median (Construction Note No. 16).	15	L.F.	\$ 1.85	\$ 27.75		\$ -	16	\$ 29.60	
103.	Paint pavement marking word "KEEP CLEAR", per Caltrans Std. Plan A24E.	8	E.A.	\$ 140.00	\$ 1,120.00		\$ -	8	\$ 1,120.00	
104.	Paint 4" solid white right edge line, per Caltrans Std. Plan A20B, Detail 27B (Construction Note No. 19).	668	L.F.	\$ 0.80	\$ 534.40	581	\$ 464.80	581	\$ 464.80	
105.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	455	L.F.	\$ 0.60	\$ 273.00		\$ -	455	\$ 273.00	
106.	Paint existing 12" solid white diagonal stripe (Construction Note No. 15).	120	L.F.	\$ 1.85	\$ 222.00	452	\$ 836.20	452	\$ 836.20	
107.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	62	E.A.	\$ 5.50	\$ 341.00	11	\$ 60.50	73	\$ 401.50	
	H. Washington Boulevard (From Norwalk Boulevard to Easterly City Limit									
108.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	714	L.F.	\$ 0.60	\$ 428.40		\$ -	1,268	\$ 760.80	
109.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	1,992	L.F.	\$ 0.60	\$ 1,195.20		\$ -	1,736	\$ 1,041.60	
110.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	532	L.F.	\$ 0.60	\$ 319.20		\$ -	458	\$ 274.80	



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Total	Completed This Period		Completed To Date	
		Quantity	Units	Unit Price		Quantity	Amount	Quantity	Amount
111.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	6,358	L.F.	\$ 0.10	\$ 635.80		\$ -	6,670	\$ 667.00
112.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	1,245	L.F.	\$ 0.50	\$ 622.50		\$ -	1,258	\$ 629.00
113.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	20	EA.	\$ 55.00	\$ 1,100.00	21	\$ 1,155.00	21	\$ 1,155.00
114.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	105	L.F.	\$ 1.85	\$ 194.25	72	\$ 133.20	72	\$ 133.20
115.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	3	EA.	\$ 70.00	\$ 210.00	3	\$ 210.00	3	\$ 210.00
116.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	1,200	L.F.	\$ 2.65	\$ 3,180.00	350	\$ 927.50	1,200	\$ 3,180.00
117.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	76	EA.	\$ 5.50	\$ 418.00	79	\$ 434.50	79	\$ 434.50
	I. Borate Avenue (From Northerly Cul-de-sac to Southerly Cul-de-sac):								
118.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	100	L.F.	\$ 1.85	\$ 185.00		\$ -	65	\$ 120.25
119.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	3	EA.	\$ 70.00	\$ 210.00		\$ -	3	\$ 210.00
120.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	6	EA.	\$ 80.00	\$ 480.00		\$ -	6	\$ 480.00
121.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	348	L.F.	\$ 3.10	\$ 1,078.80		\$ -	348	\$ 1,078.80
122.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	580	L.F.	\$ 0.60	\$ 348.00		\$ -	500	\$ 300.00
123.	Paint 4" solid yellow stripe with 4" by 12'-0" skip yellow stripe, per Caltrans Std. Plan A20A, Detail 18, "No Passing Zone" (Construction Note No. 18).	475	L.F.	\$ 0.60	\$ 285.00		\$ -	495	\$ 297.00
	J. Rosecrans Avenue (From Best Avenue/SFS Boundary to Valley View Avenue):								

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Payment Detail:  
CITY WIDE STRIPING

Item No.	Description	Contract			Completed This Period			Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount	Amount
124.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	265	L.F.	\$ 0.60	\$ 159.00		\$ -	1,041	\$ 624.60	
125.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	6,500	L.F.	\$ 0.60	\$ 3,900.00		\$ -	5,606	\$ 3,363.60	
126.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20A, Detail 12 (Construction Note No. 22).	7,228	L.F.	\$ 0.10	\$ 722.80		\$ -	7,325	\$ 732.50	
127.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	883	L.F.	\$ 0.50	\$ 441.50		\$ -	705	\$ 352.50	
128.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	9	EA.	\$ 55.00	\$ 495.00		\$ -	11	\$ 605.00	
129.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	184	L.F.	\$ 1.85	\$ 340.40		\$ -	274	\$ 506.90	
130.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	5	EA.	\$ 70.00	\$ 350.00		\$ -	5	\$ 350.00	
131.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	10	EA.	\$ 80.00	\$ 800.00		\$ -	10	\$ 800.00	
132.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	348	L.F.	\$ 3.10	\$ 1,078.80		\$ -	352	\$ 1,091.20	
133.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	256	L.F.	\$ 2.65	\$ 678.40	212	\$ 561.80	212	\$ 561.80	
134.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	128	L.F.	\$ 3.10	\$ 396.80		\$ -	123	\$ 381.30	
135.	Paint 12" solid white diagonal stripe (Construction No. 15).	79	L.F.	\$ 1.85	\$ 146.15		\$ -	85	\$ 157.25	
136.	Paint 12" solid yellow diagonal stripe (Construction No. 16).	22	L.F.	\$ 1.85	\$ 40.70		\$ -	27	\$ 49.95	
137.	Paint pavement marking word "KEEP CLEAR", per Caltrans Std. Plan A24E.	6	EA.	\$ 140.00	\$ 840.00		\$ -	6	\$ 840.00	
138.	Paint 4" solid white right edge line, per Caltrans Std. Plan A20B, Detail 27B (Construction Note No. 19).	554	L.F.	\$ 0.80	\$ 443.20		\$ -	557	\$ 445.60	
139.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	363	L.F.	\$ 0.60	\$ 217.80		\$ -	77	\$ 46.20	



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
140.	Paint pavement marking word "WAIT HERE" , per Caltrans Std. Plan A24D.	6	EA.	\$ 140.00	\$ 840.00		\$ -	6	\$ 840.00
141.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	36	EA.	\$ 5.50	\$ 198.00		\$ -	38	\$ 209.00
	K. Marquardt Avenue (From Imperial Highway to Freeway Drive):								
142.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	588	L.F.	\$ 0.60	\$ 352.80		\$ -	112	\$ 67.20
143.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	11,720	L.F.	\$ 0.60	\$ 7,032.00		\$ -	6,850	\$ 4,110.00
144.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	1,760	L.F.	\$ 0.60	\$ 1,056.00		\$ -	2,314	\$ 1,388.40
145.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	1,012	L.F.	\$ 0.50	\$ 506.00		\$ -	909	\$ 454.50
146.	Paint pavement marking arrows, per Caltrans Std. Plan A24A (Construction Note No. 5):				\$ -		\$ -		\$ -
	a. Type IV, left / right turn arrow.	16	EA.	\$ 55.00	\$ 880.00		\$ -	19	\$ 1,045.00
	b. Type VII, arrow.	8	EA.	\$ 110.00	\$ 880.00		\$ -	4	\$ 440.00
147.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	315	L.F.	\$ 1.85	\$ 582.75		\$ -	308	\$ 569.80
148.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	11	EA.	\$ 70.00	\$ 770.00		\$ -	12	\$ 840.00
149.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	4	EA.	\$ 80.00	\$ 320.00		\$ -	4	\$ 320.00
150.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	106	L.F.	\$ 3.10	\$ 328.60		\$ -	108	\$ 334.80
151.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	670	L.F.	\$ 2.65	\$ 1,775.50		\$ -	757	\$ 2,006.05
152.	Paint solid white diagonal stripe (Construction No. 15):				\$ -		\$ -		\$ -
	a. 4" diagonal stripe.	30	L.F.	\$ 1.85	\$ 55.50		\$ -	30	\$ 55.50
	b. 12" diagonal stripe.	17	L.F.	\$ 1.85	\$ 31.45		\$ -	17	\$ 31.45
153.	Paint 12" solid yellow diagonal stripe (Construction No. 16).	32	L.F.	\$ 1.85	\$ 59.20		\$ -	32	\$ 59.20

Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period			Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount	Amount
154.	Paint pavement marking word "WAIT HERE", per Caltrans Std. Plan A24D.	4	EA.	\$ 140.00	\$ 560.00		\$ -	4	\$ 560.00	
155.	Paint 8" white skip stripe, lane drop with Type G, one-way clear retro reflective markers, per Caltrans Std. A20C, Detail 37B (Construction Note No. 25).	150	L.F.	\$ 0.50	\$ 75.00		\$ -	150	\$ 75.00	
	L. Anson Avenue (From Borate Street to Radburn Avenue) / Gannett Avenue (From Valley View Avenue to Radburn Avenue):									
156.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	78	L.F.	\$ 1.85	\$ 144.30		\$ -	105	\$ 194.25	
157.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	2	EA.	\$ 70.00	\$ 140.00		\$ -	2	\$ 140.00	
158.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	3	EA.	\$ 80.00	\$ 240.00		\$ -	4	\$ 320.00	
159.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	72	L.F.	\$ 3.10	\$ 223.20		\$ -	96	\$ 297.60	
160.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	228	L.F.	\$ 2.65	\$ 604.20		\$ -	231	\$ 612.15	
161.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	100	L.F.	\$ 3.10	\$ 310.00		\$ -	100	\$ 310.00	
162.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	1,532	L.F.	\$ 0.60	\$ 919.20		\$ -	1,408	\$ 844.80	
163.	Paint pavement marking word "WAIT HERE", per Caltrans Std. Plan A24D.	2	EA.	\$ 140.00	\$ 280.00		\$ -	2	\$ 280.00	
164.	Paint 4" yellow skip stripe center line, per Caltrans Std. Plan A20A, Detail 1 (Construction Note No. 31).	1,840	L.F.	\$ 0.10	\$ 184.00		\$ -	1,580	\$ 158.00	
	M. Foster Road (From Carmenita Road to Marquardt Avenue):									
165.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	600	L.F.	\$ 0.60	\$ 360.00		\$ -	520	\$ 312.00	
166.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	3,390	L.F.	\$ 0.60	\$ 2,034.00		\$ -	3,282	\$ 1,969.20	
167.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	270	L.F.	\$ 0.50	\$ 135.00		\$ -	270	\$ 135.00	



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
168.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	530	L.F.	\$ 0.60	\$ 318.00		\$ -	530	\$ 318.00
169.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	4	EA.	\$ 55.00	\$ 220.00		\$ -	4	\$ 220.00
170.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	10	L.F.	\$ 1.85	\$ 18.50		\$ -	10	\$ 18.50
171.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	2	EA.	\$ 70.00	\$ 140.00		\$ -	2	\$ 140.00
172.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	250	L.F.	\$ 2.65	\$ 662.50		\$ -	250	\$ 662.50
173.	Paint 6" white bike lane, per Caltrans Std. Plan A20D, Detail 39 & 39A (Construction Note No. 11).	2,790	L.F.	\$ 0.45	\$ 1,255.50		\$ -	2,495	\$ 1,122.75
174.	Paint pavement markings bike lane arrow, per Caltrans Std. Plan A24A (Construction Note No. 12).	2	EA.	\$ 40.00	\$ 80.00	2	\$ 80.00	2	\$ 80.00
175.	Paint pavement markings bike lane symbol with person, per Caltrans Std. Plan A24C (Construction Note No. 13).	2	EA.	\$ 60.00	\$ 120.00	2	\$ 120.00	2	\$ 120.00
176.	Paint 4" solid white right edge line, per Caltrans Std. Plan A20B, Detail 27B (Construction Note No. 19).	350	L.F.	\$ 0.80	\$ 280.00	350	\$ 280.00	350	\$ 280.00
177.	Paint pavement marking word "STOP AHEAD", per Caltrans Std. Plan A24D (Construction Note No. 23).	1	EA.	\$ 140.00	\$ 140.00		\$ -	1	\$ 140.00
	N. Leffingwell Road/Orden Drive (From Imperial Highway to Carmenita Road):								
178.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	2,850	L.F.	\$ 0.60	\$ 1,710.00		\$ -	2,783	\$ 1,669.80
179.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	192	L.F.	\$ 0.50	\$ 96.00		\$ -	130	\$ 65.00
180.	Paint pavement marking arrows, per Caltrans Std. Plan A24A (Construction Note No. 5).				\$ -		\$ -		\$ -
	a. Type IV, left / right turn arrow.	4	EA.	\$ 55.00	\$ 220.00		\$ -	4	\$ 220.00
	b. Type VII, arrow.	1	EA.	\$ 110.00	\$ 110.00		\$ -	1	\$ 110.00
181.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	552	L.F.	\$ 2.65	\$ 1,462.80		\$ -	545	\$ 1,444.25

Payment Detail:

**CITY WIDE STRIPING**

**Superior Pavement**

Contractor: Markings, Inc.

5312 Cypress St.

Cypress, CA 90630

**Final Payment: \$ 38,850.06**

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
182.	Paint 6" white bike lane, per Caltrans Std. Plan A20D, Detail 39 & 39A (Construction Note No. 11).	5,346	L.F.	\$ 0.45	\$ 2,405.70		\$ -	5,300	\$ 2,385.00
183.	Paint pavement markings bike lane arrow, per Caltrans Std. Plan A24A (Construction Note No. 12).	5	EA.	\$ 40.00	\$ 200.00		\$ -	8	\$ 320.00
184.	Paint pavement markings bike lane symbol with person, per Caltrans Std. Plan A24C (Construction Note No. 13).	5	EA.	\$ 60.00	\$ 300.00		\$ -	8	\$ 480.00
	O. Adler Drive (From Leffingwell Road to Shoemaker Avenue):								
185.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	1,406	L.F.	\$ 0.60	\$ 843.60		\$ -	1,436	\$ 861.60
186.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	42	L.F.	\$ 1.85	\$ 77.70		\$ -	43	\$ 79.55
187.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	1	EA.	\$ 70.00	\$ 70.00	1	\$ 70.00	1	\$ 70.00
188.	Paint 6" white bike lane, per Caltrans Std. Plan A20D, Detail 39 & 39A (Construction Note No. 11).	2,750	L.F.	\$ 0.45	\$ 1,237.50		\$ -	4,110	\$ 1,849.50
189.	Paint pavement markings bike lane arrow, per Caltrans Std. Plan A24A (Construction Note No. 12).	3	EA.	\$ 40.00	\$ 120.00	3	\$ 120.00	5	\$ 200.00
190.	Paint pavement markings bike lane symbol with person, per Caltrans Std. Plan A24C (Construction Note No. 13).	3	EA	\$ 60.00	\$ 180.00	3	\$ 180.00	5	\$ 300.00
	P. Lakeland Road (From Norwalk Boulevard to Carmenita Road):								
191.	Paint double yellow median island with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	908	L.F.	\$ 0.60	\$ 544.80		\$ -	300	\$ 180.00
192.	Paint yellow two-way left turn lane with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	8,010	L.F.	\$ 0.60	\$ 4,806.00		\$ -	7,873	\$ 4,723.80
193.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	1,534	L.F.	\$ 0.60	\$ 920.40		\$ -	3,322	\$ 1,993.20
194.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	950	L.F.	\$ 0.50	\$ 475.00	100	\$ 50.00	1,123	\$ 561.50
195.	Paint pavement marking arrows, Type IV, per Caltrans Std. Plan A24A (Construction Note No. 5).	18	EA.	\$ 55.00	\$ 990.00	2	\$ 110.00	22	\$ 1,210.00



Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Payment Detail:  
CITY WIDE STRIPING

Item No.	Description	Contract			Total	Completed This Period		Completed To Date	
		Quantity	Units	Unit Price		Quantity	Amount	Quantity	Amount
196.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	148	L.F.	\$ 1.85	\$ 273.80		\$ -	222	\$ 410.70
197.	Paint pavement marking word "STOP", per Caltrans Std. Plan A24D (Construction Note No. 8).	4	EA.	\$ 70.00	\$ 280.00		\$ -	8	\$ 560.00
198.	Paint railroad crossing symbol only, per Caltrans Std. Plan A24B, (Construction Note No. 9).	2	EA.	\$ 80.00	\$ 160.00		\$ -	2	\$ 160.00
199.	Paint 24" white Stop Bar (top & bottom of railroad crossing symbol; and stop bar at the railroad crossing).	96	L.F.	\$ 3.10	\$ 297.60		\$ -	96	\$ 297.60
200.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	96	L.F.	\$ 1.85	\$ 177.60		\$ -	100	\$ 185.00
201.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10).	742	L.F.	\$ 2.65	\$ 1,966.30		\$ -	756	\$ 2,003.40
202.	Paint 12" solid white diagonal stripe (Construction No. 15).	64	L.F.	\$ 1.85	\$ 118.40		\$ -	56	\$ 103.60
203.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 28).	10	EA.	\$ 5.50	\$ 55.00		\$ -	10	\$ 55.00
	Q. Telegraph Road (From I-605 southbound Off/On Ramps to Carmenita Road):								
204.	Paint double yellow median island with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20B, Detail 29 (Construction Note No. 1).	464	L.F.	\$ 0.60	\$ 278.40		\$ -	380	\$ 228.00
205.	Paint yellow two-way left turn lane with Type D, two-way yellow retro-reflective markers, per Caltrans Std. Plan A20B, Detail 32 (Construction Note No. 2).	454	L.F.	\$ 0.60	\$ 272.40		\$ -	486	\$ 291.60
206.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20A, Detail 9 (Construction Note No. 3).	22,570	L.F.	\$ 0.10	\$ 2,257.00	1,830	\$ 183.00	21,830	\$ 2,183.00
207.	Paint 4" white skip stripe lane lines, with Type G, one-way clear retro-reflective marker, per Caltrans Std. Plan A20A, Detail 12 (Construction Note No. 22).	29,670	L.F.	\$ 0.10	\$ 2,967.00		\$ -	31,025	\$ 3,102.50
208.	Paint 8" solid white barrier stripe, with Type G, one-way clear retro-reflective markers, per Caltrans Std. Plan A20D, Detail 38 (Construction Note No. 4).	7,319	L.F.	\$ 0.50	\$ 3,659.50	2,990	\$ 1,495.00	6,990	\$ 3,495.00
209.	Paint pavement marking arrows, per Caltrans Std. Plan A24A (Construction Note No. 5).				\$ -		\$ -		\$ -
	a. Type IV, left / right turn arrow.	103	EA.	\$ 55.00	\$ 5,665.00	2	\$ 110.00	110	\$ 6,050.00
	b. Type VII, arrow.	4	EA.	\$ 110.00	\$ 440.00		\$ -	4	\$ 440.00



Payment Detail:

**CITY WIDE STRIPING**

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
210.	Paint 12" white stop bar, per Caltrans Std. Plan A24E (Construction Note No. 7).	835	L.F.	\$ 1.85	\$ 1,544.75		\$ -	883	\$ 1,633.55
211.	Paint pavement marking word "STOP" , per Caltrans Std. Plan A24D (Construction Note No. 8).	5	EA.	\$ 70.00	\$ 350.00		\$ -	5	\$ 350.00
212.	Paint 12" crosswalk, per Caltrans Std. Plan A24F, Basic (Construction Note No. 10):				-		\$ -		\$ -
	a. White.	3,850	L.F.	\$ 2.65	\$ 10,202.50		\$ -	4,095	\$ 10,851.75
	b. Yellow.	299	L.F.	\$ 2.65	\$ 792.35		\$ -	187	\$ 495.55
213.	Paint 12" double white stop bar, length is measured as two (2) traffic stripes (Construction Note No. 14).	128	L.F.	\$ 3.10	\$ 396.80		\$ -	139	\$ 430.90
214.	Paint 12" solid white diagonal stripe (Construction No. 15).	272	L.F.	\$ 1.85	\$ 503.20		\$ -	256	\$ 473.60
215.	Paint 4" solid white right edge line, per Caltrans Std. Plan A20B, Detail 27B (Construction Note No. 19).	558	L.F.	\$ 0.80	\$ 446.40		\$ -	568	\$ 454.40
216.	Paint 4" solid double yellow stripe, with Type D, two-way yellow retro reflective markers, per Caltrans Std. Plan A20A, Detail 22 (Construction Note No. 21).	344	L.F.	\$ 0.60	\$ 206.40		\$ -	54	\$ 32.40
217.	Paint pavement marking word, per Caltrans Std. Plan A24D & A24E (Construction Note No. 23):				-		\$ -		\$ -
	a. "ONLY".	1	EA.	\$ 70.00	\$ 70.00		\$ -	1	\$ 70.00
	b. "KEEP CLEAR".	4	EA.	\$ 140.00	\$ 560.00		\$ -	4	\$ 560.00
	c. "WAIT HERE".	6	EA.	\$ 140.00	\$ 840.00		\$ -	6	\$ 840.00
	d. "BUS ONLY".	1	EA.	\$ 140.00	\$ 140.00		\$ -	1	\$ 140.00

Superior Pavement  
Contractor: Markings, Inc.  
5312 Cypress St.  
Cypress, CA 90630

Final Payment: \$ 38,850.06

Payment Detail:  
CITY WIDE STRIPING

Item No.	Description	Contract		Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount
218.	Paint 8" white skip stripe, lane drop with Type G, one-way clear retro reflective markers, per Caltrans Std. A20C, Detail 37B (Construction Note No. 25).	335	L.F.	\$ 0.50	167.50	345	\$ 172.50
219.	Paint 8" solid white line, per Caltrans Std. Plan A20C, Detail 36B (Construction note No. 26).	180	L.F.	\$ 0.50	90.00	180	\$ 90.00
220.	Install Type RY, red-yellow retro-reflective markers at 48' o.c., left edge lines of traveled way (Construction Note No. 26).	565	EA.	\$ 5.50	3,107.50	534	\$ 2,937.00
						0	\$ -
Contract Total:		\$ 235,496.35		\$ 17,689.80		\$ 233,717.80	
Contract Change Order #1 - April 18, 2019				\$ 23,205.00		\$ 23,205.00	

Total Completed Items to Date: \$ 256,922.80

Invoice Date	Invoice No.	Warrant Billing Period		Amount	Retention Amount
		Invoice Due Date	Invoice Pay Date		
04/10/2019	Progress Payment No. 1	04/23/2019	05/02/2019	\$ 205,226.60	\$ 10,801.40
06/26/2019	Final Payment	07/01/2019	07/11/2019	\$ 38,850.06	\$ 2,044.74

CONTRACT PAYMENTS:  
Total Items Completed to Date:  
Progress Payment No. 1  
Less 5% Retention:  
Final Payment

\$ 256,922.80  
\$ 205,226.60  
\$ 12,846.14  
\$ 38,850.06

Amount		Account	
Finance Please Pay:	\$ 38,850.06	PW180022	
5% Retention Completed this Period:	\$ 12,846.14	205	
Recommended by Project Manager:	Robert Garcia	7/8/19	
Approved by PW Director:	Noe Negrete	7/9/19	





# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

July 25, 2019

## **PUBLIC HEARING**

Resolution No. 9641 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2019/20

## **RECOMMENDATION**

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9641 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2019/20.

## **BACKGROUND**

On June 27, 2019, the City Council adopted Resolution No. 9637 declaring its intention to levy an assessment for street maintenance and repair of the streets located within the Heritage Springs Assessment District No. 2001-1. Resolution No. 9637 also set the Public Hearing for 6:00 p.m. on July 25, 2019, and a notice was published in the Whittier Daily News.


The net assessment to be distributed over the district for Fiscal Year 2019/20 is \$41,482. This sum shall be assessed according to the benefits received by properties located within the Heritage Springs Assessment District No. 2001-1. The methodology for distributing the assessments over the district complies with the requirements of State Proposition 218.

## **FISCAL IMPACT**

The District has a positive financial impact on the City because a benefit assessment district is utilized to fund street maintenance costs that are attributable to the particular development, Heritage Springs.

## **INFRASTRUCTURE IMPACT**


The infrastructure for this development has been constructed and maintained on a regular schedule.

  
Raymond R. Cruz  
City Manager

## **Attachments:**

Attachment No. 1: Resolution No. 9641

Attachment No. 2 Boundary Map

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

Date of Report: July 18, 2019

**RESOLUTION NO. 9641**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DIRECTING THE LEVY OF ANNUAL ASSESSMENTS IN THE CITY OF SANTA FE SPRINGS HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 FOR FISCAL YEAR 2019/2020**

**CITY OF SANTA FE SPRINGS  
Heritage Springs Assessment District 2001-1  
(Hawkins Street and Palm Drive)**

**RESOLVED**, by the City Council (the "Council") of the City of Santa Fe Springs, County of Los Angeles, State of California, that:

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the "Act") and Resolution Ordering the Assessment District Formation No. 6642, adopted June 28, 2001 (the "Resolution of Formation"), to form the Heritage Springs Assessment District 2001-1 (the "Assessment District"), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; and

**WHEREAS**, pursuant to Section 10100.8 of the Act and the Resolution of Intention, this Council is authorized to levy annual assessments (the "Assessments") for maintenance, repair or improvement, including all expenses required for resurfacing and repair to public streets (the "Maintenance") in and adjacent to the Assessment District to keep such acquisitions and improvements in fit operating condition which are ordinarily incurred no more frequently than every five years, of the acquisitions and improvements for the Assessment District; and

**WHEREAS**, under the Act, this Council and for the annual levy of the Assessments, on June 27, 2019, has adopted Resolution No. 9637, a Resolution of the City Council of the City of Santa Fe Springs of Intention to Levy Annual Assessments for the City of Santa Fe Springs Heritage Springs Assessment District 2001-1 for Fiscal Year 2019/2020 (the "Intention Resolution") and approved the Engineer's Report (the "Engineer's Report") prepared pursuant to the Act for purposes of the levy of assessments for Fiscal Year 2019/2020; and

**WHEREAS**, as specified in the Intention Resolution, and upon notice as required by the Act, this Council held a public hearing on the issue of the levy of the assessments for the Next Fiscal Year, and all persons desiring to be heard were given an opportunity to be heard, and all objections to the assessment were considered by this Council.

**NOW, THEREFORE, IT IS ORDERED** as follows:

1.     Objections Overruled. The objections and protests against the annual levy of assessments for the Assessment District, as a whole or as to any part thereof, or against the estimate of costs and the assessments, in whole or in part, written and oral, are hereby overruled.

2.     Public Interest. The public interest, convenience and necessity require the levy of annual assessments for the Assessment District.

3.     District Described. The District specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagram thereof filed in the offices of the City Clerk, which map is made a part hereof by reference thereto.

4.     Engineer's Report Approved. The Engineer's Report, in the form on file with the City Clerk and to which reference is hereby made for further particulars, including the estimates of costs and expenses, the apportionment of assessments and the assessment diagram contained in the Engineer's Report, was adopted on June 27, 2019 by Resolution No. 9636 shall stand as the Engineer's Report for FY 2019/2020.

5.     Benefits Determined. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, this Board expressly finds and determines that each of the several subdivisions of land in the Assessment District will be specially benefited.

6.     Collection of Assessments. The assessments herein confirmed shall be collected in the same manner and upon the same roll as general taxes of the County of Los Angeles are collected. The Director of Finance and Administrative Services or other authorized official of the City is hereby authorized and directed to cause such collections to be made for the Next Fiscal Year.

7.     Effective. This resolution shall take effect from and after its adoption.

**PASSED and ADOPTED** by the City Council of the City of Santa Fe Springs at a regular meeting thereof this **25<sup>th</sup>** day of **July 2019**, by the following vote:

AYES:

NOES:

ABSENT:

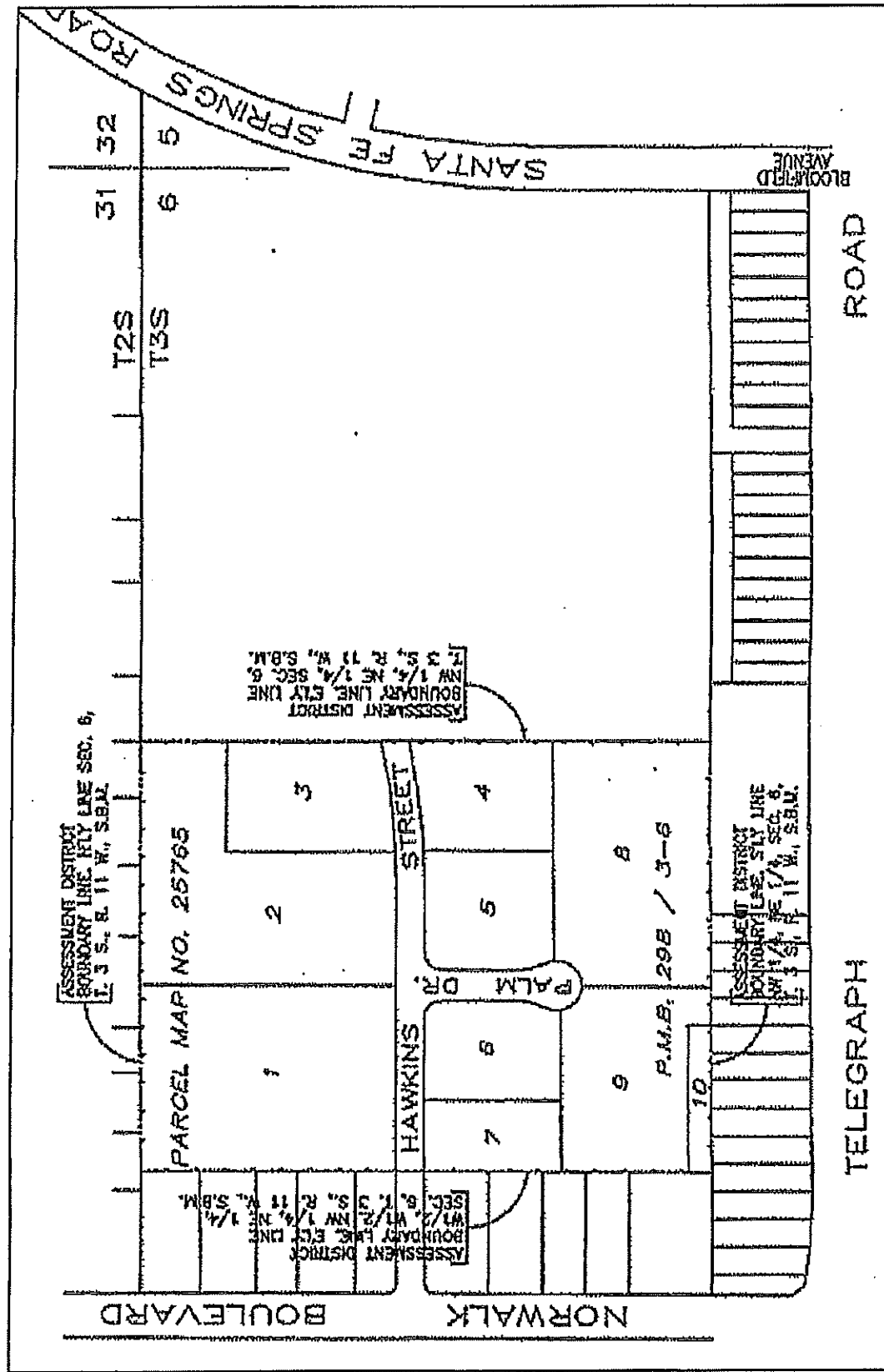
ABSTAIN:

CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Juanita Trujillo, Mayor

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk

# BOUNDARY MAP HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1







# City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

July 25, 2019

## **PUBLIC HEARING**

Resolution No. 9642– Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2019/20)

### **RECOMMENDATION**

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9642 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2019/20.

### **BACKGROUND**

At the Council meeting of June 27, 2019, the City Council adopted Resolution No. 9639 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9639 also set the Public Hearing for 6:00 p.m. on July 25, 2019, and a notice was published in the Whittier Daily News.

The net assessment to be distributed over the Lighting District for fiscal year 2019/20 is \$195,661. This sum shall be assessed according to the benefits received by properties located within Lighting District No. 1. The methodology for distribution of assessments and the assessment rates over the Lighting District comply with the requirements of State Proposition 218.

### **FISCAL IMPACT**

By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs.

### **INFRASTRUCTURE IMPACT**

The Lighting District provides for increased safety on the roadway, greater visibility for pedestrians and motorists at night and enhanced security, to name a few benefits.

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

Raymond R. Cruz  
City Manager

### **Attachments:**

Attachment No. 1: Resolution No. 9642

Attachment No. 2: Lighting District No. 1 Boundary Map

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

Date of Report: July 18, 2019

RESOLUTION NO. 9642

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,  
CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR  
ANNUAL ASSESSMENT LEVY**

**WHEREAS**, the City Council has initiated for the annual levy of the assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT No. 1

**WHEREAS**, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto, this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

**WHEREAS**, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

Section 1: That the above recitals are true and correct.

Section 2: That upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

Section 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

Section 4: That the diagram and assessment as set forth and contained in said Engineer's Report are hereby confirmed and adopted by this City Council.

Section 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

Section 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report," pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

Section 7: That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

Section 8: That the City Treasurer has previously established a special fund known as the

CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT No. 1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 9: That the City Clerk is hereby ordered and directed to file a certified copy of this Resolution upon its adoption.

Section 10: That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

**APPROVED and ADOPTED** by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 25<sup>th</sup> day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

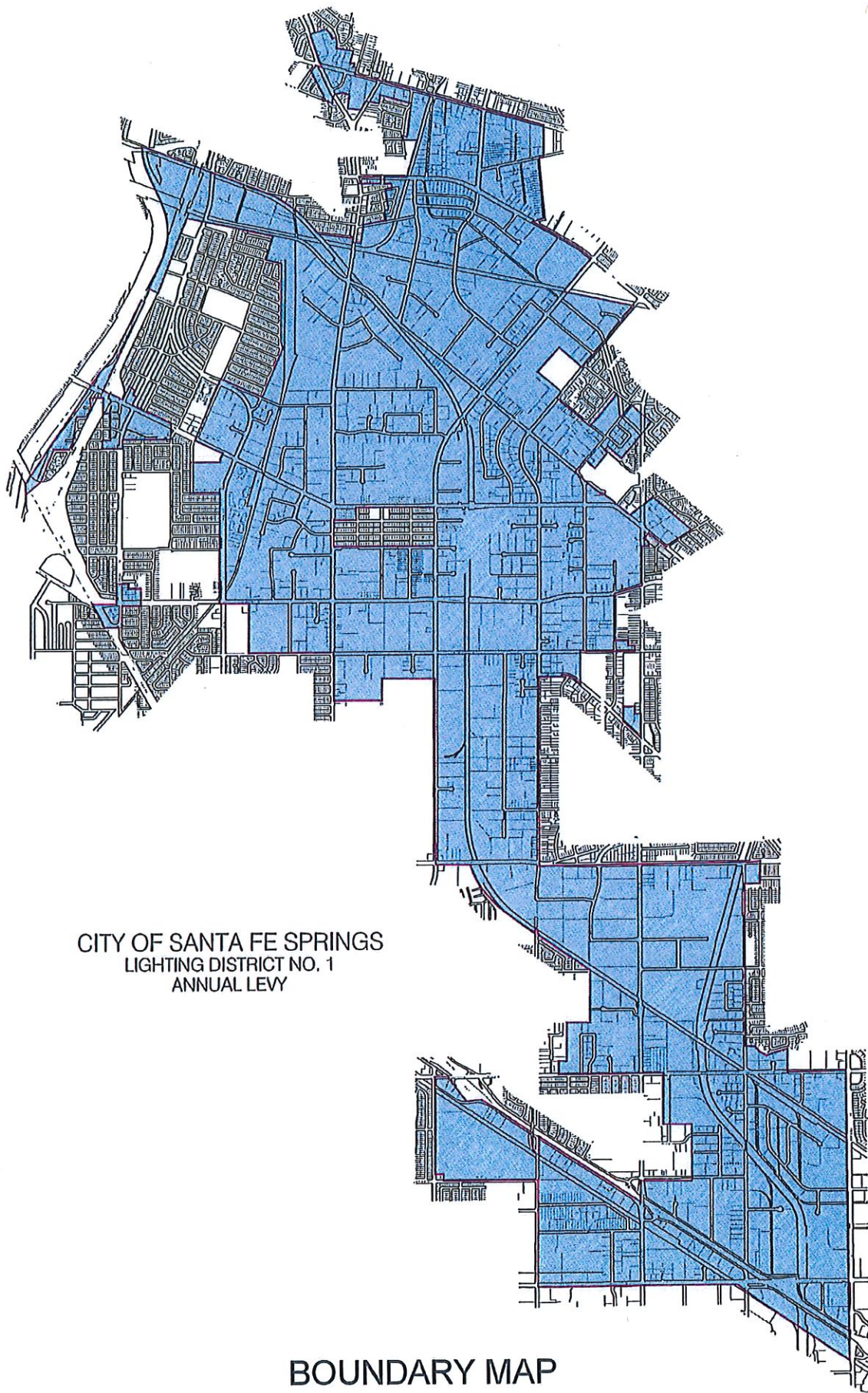
CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Juanita Trujillo, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk







## City of Santa Fe Springs

City Council Meeting

July 25, 2019

### **PUBLIC HEARING**

#### Confirmation of 2018/2019 Weed Abatement Charges

#### **RECOMMENDATION**

- Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2018/2019 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

#### **BACKGROUND**

The City Council is being asked to confirm assessments against property for weed abatement charges. A copy of the Los Angeles County Agricultural Commissioner's 2018/2019 Weed Abatement Assessment Roll has been posted in City Hall since July 19, 2019.

The attached notice of charges was sent to all Santa Fe Springs property owners listed on the roll.

The Council should hear from anyone who wants to speak on this item. A representative of the County of Los Angeles Agricultural Commission will be in attendance to answer any questions you might have.



Raymond R. Cruz  
City Manager

#### **Attachment(s):**

Attachment No. 1 – Los Angeles County Weed Abatement Charge List



CITY OF SANTA FE SPRINGS  
WEED ABATEMENT CHARGES

JULY 3, 2019

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
8	8002	019	042	05	623	\$42.37
8	8005	012	027	05	623	\$42.37
8	8005	012	047	05	623	\$42.37
8	8005	015	011	05	623	\$42.37
8	8005	015	024	05	623	\$42.37
8	8005	015	027	05	623	\$42.37
8	8009	001	095	05	623	\$42.37
8	8009	001	097	05	623	\$42.37
8	8009	001	098	05	623	\$42.37
8	8009	001	101	05	623	\$42.37
8	8009	004	078	05	623	\$42.37
8	8009	004	079	05	623	\$42.37
8	8009	004	116	05	623	\$42.37
8	8009	004	117	05	623	\$42.37
8	8009	004	118	05	623	\$42.37
8	8009	004	119	05	623	\$42.37
8	8009	004	127	05	623	\$42.37
8	8009	004	128	05	623	\$42.37
8	8009	022	071	05	623	\$42.37
8	8011	004	031	05	623	\$42.37
8	8011	004	058	05	623	\$42.37
8	8011	004	064	05	623	\$42.37
8	8011	005	013	05	623	\$42.37
8	8011	005	034	05	623	\$42.37
8	8011	007	026	05	623	\$42.37
8	8011	007	027	05	623	\$42.37
8	8011	007	028	05	623	\$42.37
8	8011	007	029	05	623	\$42.37
8	8011	007	038	05	623	\$42.37
8	8011	007	040	05	623	\$42.37
8	8011	007	041	05	623	\$42.37
8	8011	007	056	05	623	\$42.37
8	8011	013	086	05	623	\$42.37
8	8011	015	041	05	623	\$42.37
8	8011	017	015	05	623	\$42.37
8	8011	017	035	05	623	\$42.37
8	8011	017	036	05	623	\$42.37
8	8011	017	037	05	623	\$42.37
8	8011	017	064	05	623	\$42.37
8	8059	001	017	05	623	\$1,552.06
8	8059	029	016	05	623	\$42.37
8	8069	006	044	05	623	\$42.37
8	8069	016	032	05	623	\$42.37
8	8167	002	025	05	623	\$42.37
8	8167	002	026	05	623	\$42.37
8	8167	002	051	05	623	\$42.37
8	8167	002	052	05	623	\$42.37
8	8167	002	053	05	623	\$42.37
8	8168	001	010	05	623	\$42.37

CITY OF SANTA FE SPRINGS  
WEED ABATEMENT CHARGES

JULY 3, 2019

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
8	8168	009	030	05	623	\$42.37
8	8168	022	036	05	623	\$42.37
8	8168	023	048	05	623	\$42.37
8	8178	004	065	05	623	\$42.37
TOTAL IMPROVED PARCELS =			0		TOTAL CHARGES	\$0.00
TOTAL UNIMPROVED PARCELS =			1		TOTAL CHARGES	\$1,552.06
TOTAL INSPECTION FEE ONLY PCLS =			52		TOTAL CHARGES	\$2,203.24
TOTAL PARCELS			53		TOTAL CHARGES	\$3,755.30



**PUBLIC HEARING/ORDINANCE FOR INTRODUCTION**

Categorically Exempt - CEQA Guidelines Section 15061(b)(3)

Zoning Text Amendment – Required Parking

Ordinance No. 1103: An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.480 (Parking Spaces Required) and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to garage conversions in the A-1, Light Agricultural, and R-1, Single-Family Residential, Zones. (City of Santa Fe Springs)

**RECOMMENDATIONS**

- Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Required Parking (Ordinance No. 1103) and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan; and
- Find that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Introduce Ordinance No. 1103 and pass its first reading on to effectuate the proposed amendments to the text of the City's Zoning Regulations.

**BACKGROUND**

The City of Santa Fe Springs was incorporated on May 15, 1957. Four years later on September 14, 1961, Ordinance No. 172, the City's first Zoning Ordinance was adopted. Ordinance No. 172 regulated and restricted the use of land and the locations of buildings and structures, restricted the height and bulk of buildings and structures, determined the area of yards, courts, and other places surrounded them, regulated and restricted the density of population, divided the City into districts, and adopted a map of the City showing the boundaries and classification of such districts. Within said ordinance were regulations establishing parking standards for various uses.

Since 1961, there have been five (5) amendments to the parking standards: Ordinance No. 358 in 1969, Ordinance No. 501 in 1976, Ordinance No. 700 in 1986, Ordinance No. 884 in 1998, and Ordinance No. 1063 in 2015. Although several amendments have occurred since 1961, the changes were mainly to update the parking requirements for industrial uses and introduce requirements for new land uses not yet recognized by the existing Zoning Regulations.

Concerns

Approximately 17.4% of Santa Fe Springs homes with a zoning designation of R-1, Single-Family Residential, are currently constructed as 1-2 bedroom homes. For these residents, it becomes difficult to expand their household size with limited livable space. Although adding additional square footage is often permissible through the Zoning Regulations, it's not always financially practical for all homeowners. In Los Angeles County, approximately 75% of homes are currently using their garages to store old furniture, household goods, and not vehicles. With rising home prices in California, homeowners have found it more cost efficient to convert their existing garage from an area once used for storage and transform it into a habitable space.

Since the City's incorporation, replacement parking has been required for all garage conversions. Currently, replacement parking is accepted in the form of a new garage or carport. Although many carports have been selected as replacement parking, it has been increasingly difficult for homeowners to construct a carport that is architecturally compatible with the main dwelling, yet stay within their budget. Staff agrees that carports, if not well-designed, create a negative focal point to the property. In addition, a flat roof proposes several challenges from the Building Code requirements. For these reasons, a flat roof carport is no longer permissible. An owner who decides to construct a carport as replacement parking must now integrate the roof pitch with the existing home which adds significant cost to the overall project.

The rules for replacement parking is entirely different when a garage is converted to an Accessory Dwelling Unit (ADU). If a property owner proposes an ADU, however, replacement parking is accepted in the aforementioned forms, as well as, uncovered side-by-side or tandem spaces within an existing driveway. The main features that classifies a conversion as an ADU include: permanent provisions for living, sleeping, eating, cooking and sanitation. If such features are not proposed, then a standard garage conversion must provide covered spaces in the form of another garage or carport.

Recommendation

Staff continues to receive numerous inquiries from interested residents looking to convert their garage to habitable living space. While we understand the need for residents with smaller, 1-2 bedroom, homes to find a more economical way to expand their livable area to accommodate a growing household. Staff, however, is trying to be mindful to not create standards that would affectively negate the State of California's efforts to gain additional housing units through ADU's.

After reviewing our existing standards and also looking through existing ADU files, staff believes a viable solution would be to only allow single-family homes, with either one (1) or two (2) bedrooms, to convert their garage to provide an additional bedroom. It would also be limited to homes in the A-1 and R-1 zones. Replacement parking for such conversions could be met by providing covered parking in a garage or otherwise

uncovered parking as either tandem or side-by-side configuration on an existing driveway. It is staff's opinion that said changes to the required parking for garage conversions provide the desired flexibility to smaller sized homes without impacting the overall potential for ADUs since most ADUs are generally proposed for three (3) bedroom homes or larger.

#### June 10, 2019 Planning Commission Meeting

At the June 10, 2019 Planning Commission meeting, the subject Zone Text Amendment (ZTA) was presented by staff for the commissioners' consideration. After opening the public hearing, the audience had an opportunity to express their concerns towards the subject entitlement; however, no audience member spoke on this matter. After closing the public hearing, each Commissioner had an opportunity to ask questions and present their concerns regarding the proposal, in which, staff answered all questions and concerns to the best of their ability. Commissioner Ybarra then made an initial motion to recommend that the City Council deny the proposed ZTA as presented, but the motion did not receive a second vote. After a brief follow-up discussion, Commissioner Carbajal made a motion to second Commissioner Ybarra's recommendation of denial. Although the motion did receive a second vote, it had failed to receive the majority vote from all present Commissioners. As a result, staff recommended that the Commissioners continue the item until the next meeting and staff would provide statistical information and a more in-depth response to their questions and concerns. Therefore, it was determined that all related items would be continued to the next scheduled Planning Commission Meeting on July 8, 2019 at 6:00 p.m.

#### July 8, 2019 Planning Commission Meeting

At the July 8, 2019 Planning Commission meeting, staff provided the commissioners with the requested information related to existing garage conversions throughout Santa Fe Springs. Since the item was continued, the Public Hearing was still open, in which, staff answered all questions and concerns by the Commission. Following staff's presentation and a brief discussion by the commissioners, Commissioner Aranda made a motion to recommend approval of the subject ZTA with additional language to limit the proposed changes to single-family residential dwelling units that consist of not only 1-2 bedrooms, but must also be currently developed with an attached one-car garage. By a 3-1 vote, the Planning Commission adopted Resolution 126-2019 to memorialize their decision to recommend that the City Council approve the proposed ZTA, including the required changes by Commissioner Aranda.

#### **PROPOSED CHANGES**

The main purpose of the proposed Zone Text Amendment is to accomplish the following:

1. Allow residents with 1-2 bedroom homes to convert their existing attached one-car garage to a habitable living space (not an ADU), yet allow replacement parking similar to ADU's.



Having new standards will address the challenges to expand existing households with the limited livable space provided by 1-2 bedroom dwelling units. Households that are currently greater than two (2) bedrooms will still be required to provide covered parking in the form of a garage.

### **PROPOSED ZONING TEXT AMENDMENT**

The changes to the Santa Fe Springs Municipal Code, as described in the previous sections, involves amending Sections 155.480 (Parking Spaces Required) and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) relating to garage conversions in the A-1, Light Agricultural and R-1, Single-Family Residential, Zones.

*NOTE: Proposed changes are shown as strikethrough and underlined text. All other requirements related to required parking will remain unchanged.*

### **SANTA FE SPRINGS MUNICIPAL CODE** **Chapter 155 – Zoning**

#### **§ 155.480 PARKING SPACES REQUIRED.**

The number of off-street parking spaces required for each use shall be no less than the number set forth in this subchapter. Where so specified, the required space shall be in a garage or carport. No tandem parking shall be provided, except as allowed per §155.644 and §155.481(B)(1)(a).

#### **§ 155.481 REQUIRED PARKING.**

(A) Agricultural uses.

(1) *Dwellings.* ~~One~~ Two parking spaces in a garage for each dwelling unit.

(B) Residential uses.

(1) *Dwelling, single-family.* Two parking spaces in a garage for each dwelling unit.

(a) In the event that a property owner with a one or two bedroom dwelling unit transforms their attached one-car garage to create one additional bedroom, the two required parking spaces may be provided as either uncovered side-by-side or tandem parking on an existing driveway.

### **GENERAL PLAN CONSISTENCY**

The amendments are consistent with the objectives, principles, and standards of the General Plan. The following table (Table 1) illustrates how the proposed Zone Text Amendment will be consistent with the goals and policies of the General Plan.

Table 1  
General Plan Consistency Analysis

<u>Element</u>	<u>Policy</u>	<u>Project Consistency/Comment</u>
<u>Land Use</u>	Goal 1: Provide for attractive, efficient, and productive use of land in Santa Fe Springs by maintaining a balance within the City to emphasize local identity, preserve the single family nature of the community, maintain a high quality of life, and create an efficient yet pleasing environment.	<b>Consistent:</b> The proposed Zoning Text Amendment will help preserve the single-family nature of the community by limiting carports to multi-family residential areas and limit garage conversions to smaller homes and Accessory Dwelling Units.
	Goal 17: Improve the appearance and attractiveness of the residential areas of the community.	<b>Consistent:</b> Generally, carports are considered unattractive. The removal of carports as an acceptable form of covered parking will increase the overall appearance of the A-1 and R-1 Zones.
	Policy 18.1: Appropriate ordinances, codes and other regulations should be enforced to maintain and improve the quality of land use.	<b>Consistent:</b> If approved, the proposed Zoning Text Amendment will be adopted by Ordinance to prohibit carports and improve the attractiveness of the A-1 and R-1 Zones. In addition, the proposed ordinance will maintain the quality of land use by limiting standard garage conversions, which typically increase congested street parking.

### **LEGAL NOTICE OF PUBLIC HEARING**

#### Planning Commission

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code. The legal notice was posted in Santa Fe Springs City Hall, the City Library, and the City's Town Center kiosk on May 30, 2019 and published in a newspaper of general circulation (Whittier Daily News) May 30, 2019 as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

#### City Council

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code. The legal notice was posted in Santa Fe Springs City Hall, the City Library, and the City's Town Center kiosk on July 19, 2019 and published in a newspaper of general circulation (Whittier Daily News) July 12, 2019 as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

### **ENVIRONMENTAL DOCUMENT**

After staff review and analysis, staff intends to file a Notice of Exemption (NOE) with the Los Angeles County Clerk within five (5) days of project approval (if the Planning Commission agrees), specifically Section 15061(b)(3) "Common Sense Rule" of the California Environmental Quality Act (CEQA). This exemption is covered by the

common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment, the activity is not subject to CEQA.



Raymond R. Cruz  
City Manager

Attachments:

1. Public Hearing Notice
2. June 10, 2019 Planning Commission Staff Report
3. July 8, 2019 Planning Commission Staff Report
4. Resolution No. 126-2019
5. Proposed Ordinance No. 1103

## Public Hearing Notice

**Advertising Order Confirmation**

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>	<u>Product</u>
0011291530-01	4 X 78 Li		
<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u>	
		Legal Li	

**CITY OF SANTA FE SPRINGS  
NOTICE OF PUBLIC HEARING  
INTRODUCTION OF ORDINANCE NO. 1103**

**NOTICE IS HEREBY GIVEN:** that a Public Hearing will be held before the City of Santa Fe Springs City Council on Thursday, July 25, 2019 at 6:00 p.m. to consider the following:

**ORDINANCE NO. 1103:** An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.480 (Parking Spaces Required) and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to garage conversions in the A-1, Light Agricultural, and R-1, Single-Family Residential, Zones. (City of Santa Fe Springs)

If the City Council votes to approve and ratify the Planning Commission's recommendation, made at the July 8, 2019 public hearing and embodied in a resolution (Resolution 126-2019), then Ordinance No. 1103 will have its first reading (introduction) before the City Council as a new public hearing. If adopted at a subsequent Council Meeting, Ordinance No. 1103 becomes effective thirty (30) days after its adoption.

**ENVIRONMENTAL DOCUMENT:** After staff review and analysis, staff intends to file a Notice of Exemption (NOE) with the Los Angeles County Clerk within five (5) days of project approval (if the Planning Commission agrees), specifically Section 15061(b)(3) "Common Sense Rule" of the California Environmental Quality Act (CEQA). This exemption is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment, the activity is not subject to CEQA.

**PROJECT SITE:** Citywide, Santa Fe Springs, CA 90670

**HEARING LOCATION** will be in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670

**ALL INTERESTED PERSONS** are invited to attend the Public Hearings and express their opinion on the subject items listed above. You should note that if you challenge the afore-mentioned Zoning Text Amendment 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 office of the City Council at, or prior to, the Public Hearings.

**FURTHER INFORMATION** on this item may be obtained at the City of Santa Fe Springs Planning Department, 11710 Telegraph Road, Santa Fe Springs, California 90670, by telephone: (562) 868-0511, extension 7353, or e-mail: vincevelasco@santafesprings.org.

Wayne M. Morrell  
Director of Planning  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**Pub: July 12, 2019, Whittier Daily News, AD#11291530**



## ATTACHMENT #2



### *City of Santa Fe Springs*

Planning Commission Meeting

June 10, 2019

#### **PUBLIC HEARING**

Categorically Exempt - CEQA Guidelines Section 15061(b)(3)

Zoning Text Amendment – Required Parking

Ordinance No. 1103: An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.062 (Accessory Uses) and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to garage conversions and existing option for a carport in the A-1, Light Agricultural, and R-1, Single-Family Residential, Zones. (City of Santa Fe Springs)

#### **RECOMMENDATIONS**

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Required Parking (Ordinance No. 1103) and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan; and
- Find that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Adopt Resolution No. 126-2019, which incorporates the Commission's findings and actions regarding this matter; and
- Recommend that the City Council approve and adopt Ordinance No. 1103, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

#### **BACKGROUND**

##### History

The City of Santa Fe Springs was incorporated on May 15, 1957. Four years later on September 14, 1961, Ordinance No. 172, the City's first Zoning Ordinance was adopted. Ordinance No. 172 regulated and restricted the use of land and the locations of buildings and structures, restricted the height and bulk of buildings and structures, determined the area of yards, courts, and other places surrounded them, regulated and restricted the density of population, divided the City into districts, and adopted a map of the City showing the boundaries and classification of such districts. Within said ordinance were regulations establishing parking standards for various uses.

Since 1961, there have been five (5) amendments to the parking standards: Ordinance No. 358 in 1969, Ordinance No. 501 in 1976, Ordinance No. 700 in 1986, Ordinance No. 884 in 1998, and Ordinance No. 1063 in 2015. Although several amendments have occurred since 1961, the changes were mainly to update the parking requirements for industrial uses and introduce requirements for new land uses not yet recognized by the existing Zoning Regulations.

Concerns

Approximately 17.4% of Santa Fe Springs homes with a zoning designation of R-1, Single-Family Residential, are currently constructed as 1-2 bedroom homes. For these residents, it becomes difficult to expand their household size with limited livable space. Although adding additional square footage is often permissible through the Zoning Regulations, it's not always financially practical for all homeowners. In Los Angeles County, approximately 75% of homes are currently using their garages to store old furniture, household goods, and not vehicles. With rising home prices in California, homeowners have found it more cost efficient to convert their existing garage from an area once used for storage and transform it into a habitable space.

Since the City's incorporation, replacement parking has been required for all garage conversions. Currently, replacement parking is accepted in the form of a new garage or carport. Although many carports have been selected as replacement parking, it has been increasingly difficult for homeowners to construct a carport that is architecturally compatible with the main dwelling, yet stay within their budget. Staff agrees that carports, if not well-designed, create a negative focal point to the property. In addition, a flat roof proposes several challenges from the Building Code requirements. For these reasons, a flat roof carport is no longer permissible. An owner who decides to construct a carport as replacement parking must now integrate the roof pitch with the existing home which adds significant cost to the overall project.

The rules for replacement parking is entirely different when a garage is converted to an Accessory Dwelling Unit (ADU). If a property owner proposes an ADU, however, replacement parking is accepted in the aforementioned forms, as well as, uncovered side-by-side or tandem spaces within an existing driveway. The main features that classifies a conversion as an ADU include: permanent provisions for living, sleeping, eating, cooking and sanitation. If such features are not proposed, then a standard garage conversion must provide covered spaces in the form of another garage or carport.

Recommendation

Staff continues to receive numerous inquiries from interested residents looking to convert their garage to habitable living space. While we understand the need for residents with smaller, 1-2 bedroom, homes to find a more economical way to expand their livable area to accommodate a growing household. Staff, however, is trying to be mindful to not create standards that would affectively negate the State of California's efforts to gain additional housing units through ADU's.

After reviewing our existing standards and also looking through existing ADU files, staff believes a viable solution would be to only allow single-family homes, with either one (1) or two (2) bedrooms, to convert their garage to provide an additional bedroom. It would also be limited to homes in the A-1 and R-1 zones. Replacement parking for such conversions could be met by providing covered parking in a garage or otherwise

uncovered parking as either tandem or side-by-side configuration on an existing driveway. It is staff's opinion that said changes to the required parking for garage conversions provide the desired flexibility to smaller sized homes without impacting the overall potential for ADUs since most ADUs are generally proposed for three (3) bedroom homes or larger.

Additionally, based on the design challenges mentioned previously and also the reluctance of many homeowners towards providing a carport as replacement parking, staff is recommending the removal of carports as an acceptable form of covered parking in the A-1 and R-1 zone. Moreover, the removal of carports will also help maintain the visual characteristics with existing architecture throughout the City. It should be noted that pursuant to Section 155.478 of the City's Zoning Regulations, all legal nonconforming carports shall remain, so long as the use is not intensified beyond 60%.

#### **PROPOSED CHANGES**

The main purpose of the proposed Zone Text Amendment is to accomplish the following:

1. Allow residents with 1-2 bedroom homes to convert their existing garage to a habitable living space (not an ADU) yet allow replacement parking similar to ADU's.
2. Removal of carports as an acceptable form of required parking.

Having new standards will address the challenges to expand existing households with the limited livable space provided by 1-2 bedroom homes. Households that are currently greater than two (2) bedrooms will still be required to provide covered parking in the form of a garage.

#### **PROPOSED ZONING TEXT AMENDMENT**

The changes to the Santa Fe Springs Municipal Code, as described in the previous sections, involves amending Sections 155.062 (Accessory Uses) and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) relating to garage conversions and existing options for carports in the A-1, Light Agricultural and R-1, Single-Family Residential, Zones.

*NOTE: Proposed changes are shown as strikethrough and underlined text. All other requirements related to required parking will remain unchanged.*

#### **SANTA FE SPRINGS MUNICIPAL CODE**

##### **Chapter 155 – Zoning**

##### **§ 155.062 ACCESSORY USES.**

The following accessory uses are permitted in the R-1 Zone:

- (B) ~~Garages or carports~~, housing not more than three automobiles on any

one lot.

#### **§ 155.481 REQUIRED PARKING.**

(A) Agricultural uses.

(1) *Dwellings.* ~~One~~ Two parking spaces in a garage or carport for each dwelling unit.

(B) Residential uses.

(1) *Dwelling, single-family.* Two parking spaces in a garage or carport for each dwelling unit.

(a) In the event that a one or two bedroom dwelling unit transforms their garage to create one additional bedroom, the two required parking spaces may be provided as either uncovered side-by-side or tandem parking on an existing driveway.

(4) *Rooming house, fraternity house and sorority house.* Two parking spaces, in a garage or carport, for each three guest rooms. In dormitories each 100 square feet shall be considered equivalent to a guest room.

#### **GENERAL PLAN CONSISTENCY**

The amendments are consistent with the objectives, principles, and standards of the General Plan. The following table (Table 1) illustrates how the proposed Zone Text Amendment will be consistent with the goals and policies of the General Plan.

Table 1  
General Plan Consistency Analysis

<b><u>Element</u></b>	<b><u>Policy</u></b>	<b><u>Project Consistency/Comment</u></b>
<b><u>Land Use</u></b>	Goal 1: Provide for attractive, efficient, and productive use of land in Santa Fe Springs by maintaining a balance within the City to emphasize local identity, preserve the single family nature of the community, maintain a high quality of life, and create an efficient yet pleasing environment.	<b>Consistent:</b> The proposed Zoning Text Amendment will help preserve the single-family nature of the community by limiting carports to multi-family residential areas and limit garage conversions to smaller homes and Accessory Dwelling Units.
	Goal 17: Improve the appearance and attractiveness of the residential areas of the community.	<b>Consistent:</b> Generally, carports are considered unattractive. The removal of carports as an acceptable form of covered parking will increase the overall appearance of the A-1 and R-1 Zones.
	Policy 18.1: Appropriate ordinances, codes and other regulations should be enforced to maintain and improve the quality of land use.	<b>Consistent:</b> If approved, the proposed Zoning Text Amendment will be adopted by Ordinance to prohibit carports and improve the attractiveness of the A-1 and R-1 Zones. In addition, the proposed ordinance will maintain the quality of land use by limiting standard garage conversions, which typically increase congested street parking.



**LEGAL NOTICE OF PUBLIC HEARING**

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

The legal notice was posted in Santa Fe Springs City Hall, the City Library, and the City's Town Center kiosk on May 30, 2019 and published in a newspaper of general circulation (Whittier Daily News) May 30, 2019 as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

**ENVIRONMENTAL DOCUMENT**

After staff review and analysis, staff intends to file a Notice of Exemption (NOE) with the Los Angeles County Clerk within five (5) days of project approval (if the Planning Commission agrees), specifically Section 15061(b)(3) "Common Sense Rule" of the California Environmental Quality Act (CEQA). This exemption is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment, the activity is not subject to CEQA.

**AUTHORITY OF PLANNING COMMISSION**

The Planning Commission has the authority to recommend that all or any part of a request for a Zone Text Amendment be either granted or denied by the City Council. The Commission's recommendation shall be set forth in a resolution and shall be carried by vote of not less than two-thirds of the total voting members.



Wayne M. Morrell  
Director of Planning

**Attachments:**

1. Public Hearing Notice
2. Resolution No. 126-2019
3. Proposed Ordinance No. 1103

## Public Hearing Notice

## Advertising Order Confirmation

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>	<u>Production Color</u>
0011275528-01	4 X 77 Li		
<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u>	
		Legal Liner	

**CITY OF SANTA FE SPRINGS  
NOTICE OF PUBLIC HEARING  
ZONE TEXT AMENDMENT – ORDINANCE NO. 1103  
(Required Parking)**

**NOTICE IS HEREBY GIVEN:** that a Public Hearing will be held before the City of Santa Fe Springs Planning Commission on **Monday, June 10, 2019 at 6:00 p.m.** to consider the following:

**ZONE TEXT AMENDMENT – Required Parking:** An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.062 (Accessory Uses), 155.481 (Required Parking), and 155.635.1 (Cottage Foods) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to garage conversions and existing options for carports in the A-1, Light Agricultural and R-1, Single-Family Residential, Zones.

**ENVIRONMENTAL DOCUMENT:** The introduction of an Ordinance is not a "project" subject to CEQA, pursuant to CEQA Guidelines, section 15378 (b)(2) and (5), in that they deal with general policy and procedural activities or organizational and administrative activities and do not involve commitment to any specific project that may result in a potentially significant physical impact on the environment. The Ordinance is also exempt from CEQA because it falls within the common sense exemption, pursuant to CEQA Guidelines, section 15061(b)(3), which indicates that CEQA only applies to projects that have a "significant effect on the environment" as defined in Public Resources Code section 21068 and in CEQA Guidelines, section 15382, as being a substantial, or potentially substantial, adverse change in the environment.

**PROJECT SITE:** Citywide, Santa Fe Springs, CA 90670

**HEARING LOCATION** will be in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670

**ALL INTERESTED PERSONS** are invited to attend the Public Hearings and express their opinion on the subject items listed above. You should note that if you challenge the afore-mentioned Zoning Text Amendment 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 office of the City of Santa Fe Springs Planning Commission or City Council at, or prior to, the Public Hearings.

**FURTHER INFORMATION** on this item may be obtained at the City of Santa Fe Springs Planning Department, 11710 Telegraph Road, Santa Fe Springs, California 90670, by telephone: (562) 868-0511, extension 7353, or e-mail: vincevelasco@santafesprings.org.

Wayne M. Morrell  
Director of Planning  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Ad#11275528

**Publish: May 30, 2019    Whittier Daily News**

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>
SGV Newspapers:Whittier	Legals CLS	MiscellaneousNotice 1076~



## ATTACHMENT #3



### *City of Santa Fe Springs*

Planning Commission Meeting

July 8, 2019

#### **PUBLIC HEARING (Continued from Planning Commission Meeting of June 10, 2019)**

Categorically Exempt - CEQA Guidelines Section 15061(b)(3)

Zoning Text Amendment – Required Parking

Ordinance No. 1103: An ordinance of the City Council of the City of Santa Fe Springs, amending Sections ~~155.062 (Accessory Uses)~~ **155.480 (Parking Spaces Required)** and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to garage conversions and existing option for a carport in the A-1, Light Agricultural, and R-1, Single-Family Residential, Zones. (City of Santa Fe Springs)

NOTE: Changes to existing title are provided as a strike-through and/or bold.

#### **RECOMMENDATIONS**

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Required Parking (Ordinance No. 1103) and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan; and
- Find that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Adopt Resolution No. 126-2019, which incorporates the Commission's findings and actions regarding this matter; and
- Recommend that the City Council approve and adopt Ordinance No. 1103, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

#### **BACKGROUND**

At the June 10, 2019 Planning Commission meeting, the subject Zone Text Amendment (ZTA) was presented by staff for the commissioners' consideration. After opening the public hearing, the audience had an opportunity to express their concerns towards the subject entitlement; however, no audience member spoke on this matter. After closing the public hearing, each Commissioner had an opportunity to ask questions and present their concerns regarding the proposal. Staff answered all questions and concerns posed by the Commission. Commissioner Ybarra then made an initial motion to recommend that the City Council deny the proposed ZTA as presented, but the motion did not receive a second vote. After a brief follow-up discussion, Commissioner Carbajal made a motion to second Commissioner Ybarra's recommendation of denial. Although the motion did receive a second vote, it had failed to receive the majority vote from all present Commissioners. As a result, staff recommended that the Commissioners continue the item until the next meeting and

staff would provide statistical information and a more in-depth response to their questions and concerns. Therefore, it was determined that all related items would be continued to the next scheduled Planning Commission Meeting on July 8, 2019 at 6:00 p.m.

It was mentioned by City Attorney, Richard Adams II, that if the absent commissioner wanted to take action on these items at the next scheduled meeting, he would need to listen to the audio recording for the June 10, 2019 meeting, prior to the meeting. The audio recording of the June 10, 2019 meeting was sent via email to Commissioner Arnold on June 18, 2019.

It should be noted that after listening to the audio recording, Commissioner Arnold spoke with staff at the Planning Department counter on June 20, 2019. Although, staff responded to Commissioner Arnold's questions at the counter, the City Attorney has recommended that Commissioner Arnold present any questions or comments he wants to have addressed at the July 8, 2019 Planning Commission meeting.

Following careful deliberation, staff believes that the two components of this amendment should be considered separately to allow staff to present the facts for each component individually. Doing so would maximize the Commissioners understanding of each component. At this time, staff is proposing to continue with the changes related to garage conversions, and therefore, will present the changes related to carports at a future Planning Commission meeting. At that time, staff will provide the requested data on carports and also address the concerns that have been expressed by the Commission.

#### **COMMENTS/QUESTIONS RECEIVED BY THE COMMISSION**

This section below provides a brief description of the specific issues raised by the Planning Commissioners, along with staff's response.

As mentioned previously, carports will be addressed at a future Planning Commission Meeting. Therefore, the issues presented below are strictly those related to garage conversions.

##### **Issue/Concern Raised:**

1. How would we address a garage conversion that is proposed as one (1) bedroom with multiple beds?

##### **Staff Response:**

Although this would be highly discouraged, the possibilities of multiple beds being added to any garage conversion is the same as multiple beds being added to existing bedrooms. When an applicant submits a formal request to convert their garage, staff will ensure that only one (1) bedroom is being proposed. Unfortunately, once constructed, staff would not have any control of how many beds are being placed into



the bedroom, unless a complaint is received by a neighbor. It should be noted, however, that the Building Code does not provide a limit to the number of beds in a bedroom.

Issue/Concern Raised:

2. How often is staff receiving proposals to convert an existing garage?

Staff Response:

All building permits issued since 2009 has been entered into an electronic database throughout Los Angeles County. Staff requested this inquiry be filtered through their system to provide the statistics; however, we have yet to receive this data. Since most carports are a result of garage conversions and intensification of use, an alternative solution is to evaluate the number of carports the City has approved. As previously mentioned, we did not receive the requested data from the County; however, we do have entitlement information related to carports that can provide an estimation. According to our Planning records, in the last 25 years, the City has approved three (3) carports through a Modification Permit. Based on setback and dimension requirements, it's common for a carport to require a Modification Permit, and therefore, staff believes that the actual permitted number of carports should be fairly close.

Furthermore, Ordinance No. 1084 was adopted in March of 2017 to identify and regulate Accessory Dwelling Units (ADU). As an option, a garage conversion is currently permissible, subject to the requirements set forth in said Ordinance. Since its passage, the City has approved 12 ADU proposals. Of these 12 approved units, 9 are garage conversions and 3 are newly constructed, detached structures. Although 12 units out of the thousands of residents who live in the City is not a high percentage, the data does reveal that a majority of homeowners are converting their garage, rather than building a new addition. The most likely reason being the overall cost and existing property configuration. Either residents have determined that a new addition is more costly than a garage conversion or a new addition would be too challenging to conform to all development standards.

Issue/Concern Raised:

3. Knowing there are homes with illegal garage conversions, could staff send a letter to all property owners affected by these changes to: 1) inform them of the code changes; and 2) encourage those with illegal conversions to seek information for legalization?

Staff Response:

If the Planning Commission approves the proposed ZTA, staff will send a written notice to all property owners affected by the changes. The notice would detail the new provisions, explain the permit process, encourage any illegal conversions to seek information for legalization, and provide details of necessary alterations for various scenarios.

Issue/Concern Raised:

4. Why would home owners need to convert their garage when they have additional space to expand?

Staff Response:

It's a clear understanding that additional square footage is the preferred method for growing a household. However, we understand that each household has a unique living situation and all properties have various configurations. The intent of this code amendment is not to say that an expansion of the existing home is not possible, but rather to provide approximately 17% of property owners in Santa Fe Springs with an alternative and economical method for expanding their habitable area.

**PROPOSED CHANGES**

The main purpose of the proposed Zone Text Amendment is to accomplish the following:

1. Allow residents with 1-2 bedroom homes to convert their existing garage to a habitable living space (not an ADU) yet allow replacement parking similar to ADU's.
2. ~~Removal of carports as an acceptable form of required parking.~~

Having new standards will address the challenges to expand existing households with the limited livable space provided by 1-2 bedroom homes. Households that are currently greater than two (2) bedrooms will still be required to provide covered parking in the form of a garage **or carport**.

**PROPOSED ZONING TEXT AMENDMENT**

The changes to the Santa Fe Springs Municipal Code, as described in the previous sections, involves amending Sections ~~155.062 (Accessory Uses)~~ **155.480 (Parking Spaces Required)** and 155.481 (Required Parking) within Chapter 155 (Zoning) of Title 15 (Land Use) relating to garage conversions and ~~existing options for carports~~ in the A-1, Light Agricultural and R-1, Single-Family Residential, Zones.

*NOTE: Proposed changes are shown as strikethrough and underlined text. All other requirements related to required parking will remain unchanged.*

**SANTA FE SPRINGS MUNICIPAL CODE****Chapter 155 – Zoning****§ 155.480 PARKING SPACES REQUIRED.**

The number of off-street parking spaces required for each use shall be no less than the number set forth in this subchapter. Where so specified, the required space shall be in a garage or carport. No tandem parking shall be provided, except as allowed per §155.644 and **§155.481(B)(1)(a)**.

**§ 155.481 REQUIRED PARKING.**

(A) Agricultural uses.

(1) *Dwellings.* ~~One~~ Two parking spaces in a garage or carport for each dwelling unit.

(B) Residential uses.

(1) *Dwelling, single-family.* Two parking spaces in a garage or carport for each dwelling unit.

(a) In the event that a one or two bedroom dwelling unit transforms their garage to create one additional bedroom, the two required parking spaces may be provided as either uncovered side-by-side or tandem parking on an existing driveway.

(4) *Rooming house, fraternity house and sorority house.* Two parking spaces, in a garage or carport, for each three guest rooms. In dormitories each 100 square feet shall be considered equivalent to a guest room.



Wayne M. Morrell  
Director of Planning

Attachments:

1. June 10, 2019 Staff Report
2. Resolution 126-2019
  - a. Exhibit A – Conditions of Approval
3. Copy of Ordinance No. 1103

# **ATTACHMENT #4**

## **CITY OF SANTA FE SPRINGS**

### **RESOLUTION NO. 126-2019**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPT AN ORDINANCE TO AMEND SECTIONS 155.480 (PARKING SPACES REQUIRED) AND 155.481 (REQUIRED PARKING) WITHIN CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO GARAGE CONVERSIONS IN THE A-1, LIGHT AGRICULTURAL, AND R-1, SINGLE-FAMILY RESIDENTIAL, ZONES.**

**WHEREAS**, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Regulations with the intention of amending Sections 155.480 (Parking Spaces Required) and 155.481 (Required Parking within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to garage conversions in the A-1, Light Agricultural, and R-1, Single-Family Residential, Zones; and

**WHEREAS**, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption of these amendments to the text of the City's Zoning Regulations; and

**WHEREAS**, notice of the Public Hearing was given as required by law; and

**WHEREAS**, the City of Santa Fe Springs Planning Commission conducted a public hearing on June 10, 2019, at which time it received public testimony concerning the proposed Zone Text Amendment. At said meeting, it was determined that the Zone Text Amendment, and all related items would be continued to the next regularly scheduled Planning Commission Meeting on July 8, 2019 at 6:00 p.m.

**WHEREAS**, the City of Santa Fe Springs Planning Commission conducted a public hearing on the continued item on July 8, 2019, at which time it received additional testimony concerning the proposed Zone Text Amendment.

**NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

**SECTION I.** The Planning Commission finds that the facts in this matter are as follows:



1. That the facts in this matter are as stated in the June 10<sup>th</sup> and July 8<sup>th</sup> staff reports regarding the proposed amendments to the text of the City's Zoning Regulations.
2. That the Planning Commission find that pursuant to Section 15061 (b)(3) of the California Environmental Quality Act (CEQA), the proposed amendments to the text of the City's Zoning Regulations is exempt from CEQA as a "common sense" rule.
3. That the Planning Commission finds that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan.
4. That the Planning Commission recommend that the City Council approve and adopt Ordinance No. 1103, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

**PASSED and ADOPTED** this 8<sup>th</sup> day of July, 2019.

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Ralph Aranda, Chairperson

ATTEST:

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Teresa Cavallo, Planning Secretary

# ATTACHMENT #5

## CITY OF SANTA FE SPRINGS

### ORDINANCE NO. 1103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AMENDING SECTIONS 155.480 (PARKING SPACES REQUIRED) AND 155.481 (REQUIRED PARKING) WITHIN CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO GARAGE CONVERSIONS IN THE A-1, LIGHT AGRICULTURAL, AND R-1, SINGLE-FAMILY RESIDENTIAL, ZONES.

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

**Section 1.** The City Council hereby finds that pursuant to Section 15061 (b)(3) of the California Environmental Quality Act (CEQA), it can be seen with certainty that there is no possibility that the proposed amendments to the text of the City's Zoning Regulations may have a significant effect on the environment, and therefore, the activity is not subject to CEQA.

**Section 2.** Section 155.480 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended so that said section reads as follows:

**§ 155.480 PARKING SPACES REQUIRED.**

The number of off-street parking spaces required for each use shall be no less than the number set forth in this subchapter. Where so specified, the required space shall be in a garage or carport. No tandem parking shall be provided, except as allowed per §155.644 and §155.481(B)(1)(a).

**Section 3.** Section 155.481 (A) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to provide a change to subsection (1) so that said section reads as follows:

**§ 155.481 REQUIRED PARKING.**

(A) Agricultural uses.

(1) *Dwellings*. Two parking spaces in a garage or carport for each dwelling unit.

**Section 4.** Section 155.481 (B) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended with various changes to read as follows:

**§ 155.481 REQUIRED PARKING.**

(B) Residential uses.

(1) *Dwelling, single-family*. Two parking spaces in a garage or carport for each dwelling unit.

(a) In the event that a property owner with a one or two bedroom dwelling unit transforms their attached one-car garage to create one additional bedroom, the two required parking spaces may be provided as either uncovered side-by-side or tandem parking on an existing driveway.

**Section 5.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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Juanita Trujillo, Mayor

ATTEST:

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Janet Martinez, CMC, City Clerk



## *City of Santa Fe Springs*

City Council Meeting

July 25, 2019

### **ORDINANCE FOR INTRODUCTION**

Ordinance No. 1104 - An ordinance of the City of Santa Fe Springs amending the abandonment and desertion section of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code to update the procedures regarding the abandonment of oil wells

### **RECOMMENDATION**

- Waive further reading and introduce Ordinance No. 1104.

### **BACKGROUND**

The Santa Fe Springs Department of Fire – Rescue (SFSFR) and Planning Department conducted a comprehensive review of Abandonment and Desertion section of Municipal Code, Chapter 117 (Oil & Gas) to ensure that the City would not be held liable for permitting development on properties with abandoned oil wells. This was also used as an opportunity to update the process for monitoring and preventing methane gas intrusion at future developments within the City's Methane Zone.

### **PROPOSED CHANGES**

Exhibit "A" identifies the proposed amendments to §117.120, §117.121, §117.125, §117.127, §117.128 and §117.129. Exhibit "A" also lists the repeal and replacement of §117.130 and §117.131. Both the SFSFR and the Planning Department, in conjunction with the City's Environmental Attorney and the Assistant City Attorney have been involved in drafting these amendments to the Abandonment and Desertion section of Chapter 117.

It is at the discretion of the City Council to review these recommendation by both the SFSFR and Planning Department and act accordingly.

### **FISCAL IMPACT**

There is no negative fiscal impact to the City. The proposed changes in Chapter 117 will establish procedures that indemnify the City from long-term liability associated with developing sites that have abandoned oil wells.

### **PUBLIC NOTICE PROCESS**

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





## *City of Santa Fe Springs*

City Council Meeting

*July 25, 2019*

Raymond R. Cruz  
City Manager

Attachment(s):

Attachment No. 1 – Ordinance No. 1104

Attachment No. 2 – Exhibit "A"

**ORDINANCE NO. 1104**

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING THE ABANDONMENT AND DESERTION SECTION OF CHAPTER 117 (OIL & GAS) OF THE SANTA FE MUNICIPAL CODE TO UPDATE THE PROCEDURES REGARDING THE ABANDONMENT OF OIL WELLS**

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

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

**SECTION 2.** The City Council hereby amends Sections 117.120 (Idle Well; Regulation and Permitted Number Per Operator), 117.121(Appeal to Retain an Excess Idle Well), 117.125 (Application for Decision or Exception), 117.127 (Criteria for Abandonment), 117.128 (Procedure for Abandonment by City of Deserted Well) and 117.129 (Requirements Prior to New Construction) of the Santa Fe Municipal Code as set forth in Exhibit "A," attached hereto.

**SECTION 3.** The City Council hereby repeals in their entirety Section 117.130 (Requirements For Venting of Abandoned Wells Over Which There will be Construction) and Section 117.131 (Requirement for a Soils Gas Study) of the Santa Fe Springs Municipal Code.

**SECTION 4.** The City Council hereby amends the Santa Fe Municipal Code with the adoption of a new Section 117.130 (Abandoned Wells That Do Not Meet Current DOGGR Standards) and a new Section 117.131 (Requirement for a Soils Gas Study or Methane Mitigation System) which are set forth in the attached Exhibit "A."

**SECTION 5.** The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

[SIGNATURES AND VOTE ON NEXT PAGE]

APPROVED:  
ITEM NO.:

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Juanita Trujillo, Mayor

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk

**EXHIBIT "A"**  
**ABANDONMENT AND DESERTION**

**AMENDED SECTIONS**  
**(ORDINANCE SECTION 2)**

**§ 117.120 IDLE WELL; REGULATION AND PERMITTED NUMBER PER OPERATOR.**

(A) An **IDLE WELL** is one that is not being used for production of oil, gas, or waste water or for injection or disposal. An owner or operator shall be allowed to maintain one idle well for each two active wells owned or operated by the operator within a given lease provided that:

(1) The well is listed on the Department of Conservation, Division of Oil, Gas and Geothermal Resources' (DOGGR) most recent annual list of idle wells; and

(2) The required annual permit fee has been paid and permit issued by the city.

(3) No well drilled or redrilled after January 1, 1987 shall be eligible for inclusion in the count of active wells used to determine the number of idle wells an owner or operator is allowed to have.

(B) A well that remains idle for three years commencing July 1, 1988 shall be subject to a review by the city and DOGGR based on a report submitted by the operator to determine whether it has a legitimate future use or should be abandoned as a public nuisance. If the well is not abandoned, the operator of the well shall submit a report on the status and mechanical condition of the well every third year thereafter to the City's Department of Fire-Rescue (Fire Department) and Director of Planning and Development (Director) or on demand by the Fire Department or Director for a new determination of status.

(C) The Fire Department may require that the well be inspected and tested under the direction of a registered petroleum engineer or other qualified persons if there are grounds to believe that the certification is faulty or inaccurate.

***Cross-reference:***

*Misdemeanor offenses, see § 117.004*

**§ 117.121 APPEAL TO RETAIN AN EXCESS IDLE WELL.**

(A) Should an operator wish to retain an idle well in excess of the permitted ratio of one idle well for each two active wells owned or operated by the operator within a given lease, said operator may apply to the City Manager for a three year waiver of abandonment on behalf of that well. The burden of proof shall be on the applicant seeking such a waiver.

(B) The City Manager shall state in writing his reason for the decision and shall duly notify the operator. If the operator is aggrieved by the City Manager's decision, an appeal may be made to the City Council as provided in §§ 117.160 et seq. Appeal to the City Council must be filed within 30 days of receipt of the City Manager's written decision.

**§ 117.125 APPLICATION FOR DECISION OR EXCEPTION.**

(A) Within 30 days after notice of a public nuisance well is sent pursuant to § 117.123, the owner or the operator thereof may apply to the City Manager for a decision that the well is not a public nuisance as defined in § 117.122, or for an exception to the required abandonment. The burden of proof shall be on the applicant in seeking such an exception.

(B) The City Manager shall state in writing his reasons for the decision and shall duly notify the owner or operator. If the owner or operator is aggrieved by the City Manager's decision, an appeal may be made to the City Council as provided in §§ 117.160 et seq. Appeal to the City Council must be filed within 30 days of receipt of the City Manager's written decision.



## EXHIBIT "A"

### **§ 117.127 CRITERIA FOR ABANDONMENT.**

A well shall be considered properly abandoned for the purpose of this section when all of the following events have occurred:

- (A) If applicable, any holes associated with a well have been filled with native earth and compacted to a 90% compaction factor (ATES).
- (B) The derrick and all appurtenant equipment thereto have been removed from the drill site. All drilling and production equipment, tanks, towers and other surface installations used in connection with the well shall have been removed from the drill site or tank farm site. The cleaning of the site shall comply with the regulations of DOGGR.
- (C) All buried pipelines shall have been excavated and removed or, if approved by the Fire Chief, purged of all hydrocarbon substances and filled with water-base drilling mud or other inert materials. The surface of the land, insofar as practicable, has been left in a neat and orderly condition.
- (D) The depth from ground level to the top of the well casing shall be a minimum of five feet and a maximum of 10 feet unless a different cut-off depth is approved by DOGGR.
- (E) A permit to abandon the well shall be obtained from the Fire Department prior to abandonment. The Fire Chief or his designee shall witness the pouring of the last 25-feet of the cement well plug and the welding of a plate across the top of the well. The plate on the top of the abandoned well shall conform to current DOGGR requirements and include the date of abandonment. The Fire Chief or his designee shall inspect and certify in writing that the well has been properly abandoned in accordance with provisions of this section.
- (F) A copy of the DOGGR Report of Well Abandonment or other final determination has been provided to the Fire Chief and the Director.

#### ***Cross-reference:***

*Misdemeanor offenses, see § 117.004*

### **§ 117.128 PROCEDURE FOR ABANDONMENT BY CITY OF DESERTED WELL.**

Upon receipt of a report and recommendation from the City Manager, the Fire Chief may make a determination that an idle well has been deserted by an owner or operator. The Fire Chief shall follow the procedures set forth in Public Resources Code § 3237 (and as amended in the future) in making a determination that an idle well has been deserted and shall provide the owner or operator the requisite notice of its determination. The City may, in addition to any other proceeding provided for by law, proceed against and collect from the bond filed by the owner or the operator and, with the proceeds thereof, the City may perform whatever work or services as are necessary to abandon properly any such well and restore the premises in accordance with the provisions of this chapter.

### **§ 117.129 REQUIREMENTS PRIOR TO NEW CONSTRUCTION.**

Prior to the issuance by the City of a building or grading permit for property upon which there are any active or abandoned wells, the applicant shall complete all of the following:

- (A) Obtain a Construction Site Well Review from DOGGR.
- (B) Conduct a Soils Gas Study in accordance with §117.131.
- (C) Obtain a permit from the Fire Department to expose all former wells, survey their location and test each well for gas or fluid leaks under the supervision of an oil and gas professional authorized by the Fire Department. Conduct this leak test and submit results to the Fire Department.
- (D) Provide a well access site map to the Planning Department for approval. The site map shall include all of the following:



## EXHIBIT "A"

1. Detailed location of each well including the depth from ground level to the top of the well casing of each abandoned well in relation to finished grade.
  2. Demonstrate how vehicles and abandonment equipment will access each well from the public right-of-way.
  3. Demonstrate that adequate setbacks will be provided for setting up abandonment equipment around each well.
- (E) Obtain a permit from the Fire Department for the installation of a vent cone and related equipment for all abandoned wells located below or in close proximity to the proposed new construction.
- (F) Agree to implement all mitigation measures required by the Fire Chief including, but not limited to, installation and maintenance of methane barriers, vents/blowers, alarms and the like (collectively, "Methane Mitigation Systems").
- (G) If applicant performs a leak test pursuant to Section 117.129(C) and the test indicates the well is leaking, applicant shall abandon or reabandon the well pursuant to Section 117.127.
- (H) File an indemnity bond pursuant to Public Resources Code § 3204 or 3205.
- (I) Execute and record against the property an Environmental Release and Indemnity Agreement providing that the property owner and his assignees, release, indemnify and hold harmless the City against any and all claims, obligations, and causes of action of any kind or nature whatsoever, known or unknown, for personal injury or death, property damage, economic loss, and fines and penalties. The City Attorney shall approve the form of the disclosure and indemnity agreement.

### ***Cross-reference:***

*Misdemeanor offenses, see § 117.004*

## NEW SECTIONS TO REPLACE REPEALED SECTIONS (ORDINANCE SECTION 3)

### **§ 117.130 ABANDONED WELLS THAT DO NOT MEET CURRENT DOGGR STANDARDS**

If DOGGR determines that a well has not been abandoned to its current standards, the Director, in consultation with the Fire Chief, may conditionally authorize issuance of a building and/or grading permit for a property if the following conditions are met:

- (A) The applicant meets the requirements of §117.129(A)-(I). For construction over an abandoned well, §117.129(D) may be waived by the Director in consultation with the Fire Chief.
- (B) The applicant shall obtain, at his sole cost, a certified report from a California licensed professional engineer or geologist qualified and experienced with oil well abandonment indicating that it is not reasonable or feasible for the applicant to do additional well abandonment work in order to meet current DOGGR abandonment standards. The engineer's or geologist's report shall:
1. Demonstrate that, as abandoned, the well will not pose any significant risk to public health, safety, welfare or the environment.
  2. Demonstrate that (1) the well is a safe distance from any existing or proposed structures or improvements; and (2) in the event the Fire Department or DOGGR orders reabandonment of the well, the applicant has adequate access to the well. This requirement does not apply to construction over an abandoned well.
  3. Provide abandonment or mitigation measures that would be necessary to mitigate any long-term significant risks once the site is developed.

## EXHIBIT "A"

(C) The applicant agrees to implement all Methane Mitigation Systems required by the Fire Chief. The Fire Chief, in conjunction with the Director, is authorized to obtain expert analysis in order to determine whether the conditions identified in § 117.130 have been met. The cost of such expert analysis shall be paid by the applicant.

### ***Cross-reference:***

*Misdemeanor offenses, see § 117.004*

## **§ 117.131 REQUIREMENT FOR A SOILS GAS STUDY OR METHANE MITIGATION SYSTEM.**

- (A) A soil gas investigation to identify the concentration of methane gas in the subsurface is required if any of the following situations apply:
- (1) Construction within the City's methane zone which meets either of the following (subsequently referred to "regulated construction"):
    - a. New commercial/industrial construction.
    - b. Modification to existing structures when the valuation of the modification is equal to or greater than 25% of the assessed value of the existing structures.
  - (2) The granting of a subdivision map, conditional use permits necessitating ground disturbance, or development plan approval, when the property falls within the City's methane zone.
  - (3) Existing conditions at the site warrant a soil gas investigation in the opinion of the Fire Chief or his designee.
- (B) The methane zone is that area depicted on the City's methane zone map. The methane zone encompasses land in the city which is within 1,000 feet of a landfill or within 500 feet of an existing or abandoned oil well. The City's methane zone map is adopted by reference as if set forth in full in this section. A copy of the City's methane zone map is available for public inspection on the city's website or at city offices during regular business hours.
- (C) A minimum of two soil gas monitoring wells are required for all regulated construction. Additional monitoring wells are required based on the size of the proposed project. One additional monitoring well is required per 10,000 square feet of building area for buildings exceeding 20,000 square feet. An alternative proposal as to the number of monitoring wells may be considered at the discretion of the Fire Chief.
- (D) General monitoring and mitigation requirements for regulated construction within the Methane Zone:
- (1) Prior to construction, obtain approval from the Fire Department for a soil gas investigation showing the proposed location(s) and design of the monitoring wells, in accordance with 117.131(C).
    - a. Monitoring wells shall initially be sampled at least two times within a period of seven days.
    - b. The initial sampling shall not occur within 2 days of precipitation for first sampling event or at any time between the first and second sampling event.
  - (2) Soil gas shall be monitored quarterly after construction is complete. All soil gas monitoring reports required by this section shall be sent to the Fire Chief. If the permanent monitoring well locations are different than the location of the initial monitoring wells, approval from the Fire



## EXHIBIT "A"

Department is required prior to installation of the permanent monitoring wells. If the quarterly monitoring reveals methane levels less than 25% of the Lower Explosive Limit (i.e., 1.25% by volume in air or 12,500 ppm/v) during the first year, the system shall be monitored annually thereafter. In cases where methane levels are less than 2.5% of the Lower Explosive Limit (i.e., 1.25% by volume in air or 1,250 ppm/v) the Fire Chief may waive the annual monitoring requirement upon written request. The granting of the waiver shall be at the discretion of the Fire Chief.

- (E) Based on the results of the soils gas monitoring or on information available on surrounding properties, property owners shall implement any other mitigation measures as required by the Fire Chief.
- (F) In lieu of the initial soil gas investigation, a Methane Mitigation System approved by the Fire Department may be installed.
- (G) Methane Mitigation Systems shall be required for any regulated construction if any of the following apply:
  - a. The initial monitoring reveals methane levels in excess of 25% of the Lower Explosive Limit (i.e., 1.25% by volume in air or 12,500 ppm/v).
  - b. The regulated construction will impede access to an abandoned oil well.
  - c. Quarterly or annual monitoring reveals methane levels greater than 25% of the Lower Explosive Limit (i.e., 1.25% by volume in air or 12,500 ppm/v).
- (H) Where regulated construction takes place in the methane zone and which incorporates sensitive land uses (e.g., residential developments, places of public assembly, hospitals, restaurants, schools, and the like), a Methane Mitigation System may be required regardless of the methane levels detected at the discretion of the Fire Chief.
- (I) The design of a Methane Mitigation System for property within the methane zone shall be in accordance with the requirements of the Los Angeles County Department of Public Works and City Fire Department.
- (J) If required by the Fire Department, the building owner shall be responsible for ensuring that annual inspections of the Methane Mitigation Systems are completed. Reports of these inspections shall be conducted under the oversight of a registered petroleum engineer or other qualified persons and submitted to the Fire Department. A fine shall be charged, as established by resolution of the City Council, for each Methane Mitigation System found to be inoperative or improperly maintained.
- (K) Methane barrier systems shall include permanent monitoring vapor probes above and below the barrier unless an alternative design is approved by the Fire Chief.
- (L) In extraordinary cases, e.g., where methane in excess of 25% of the Lower Explosive Limit (i.e., 1.25% by volume in air or 12,500 ppm/v) can be demonstrated to be a non-repetitive incident, a registered petroleum engineer or other qualified persons may request a waiver by the Fire Chief for the installation of a Methane Mitigation System. The granting of the waiver shall be at the discretion of the Fire Chief.



## **EXHIBIT "A"**

(M) Where gas detection systems are used, they shall be designed by and installed under the supervision of registered engineers. The design and installation shall be inspected and approved by the Fire Department.

a. Following installation, a readily visible sign shall be posted which reads:

"Gas Detection Alarm. In the event of an alarm, evacuate the building and call the Fire Department, 911. Do not disconnect under penalty of law."

b. The property owner shall provide Fire Department access to the alarm panel and the building in which it is installed as well as the alarm reset code by means of an approved key box system. Keys shall be clearly and permanently identified.

Penalty, see § 10.97

***Cross-reference:***

*Misdemeanor offenses, see § 117.004*



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

July 25, 2019

## NEW BUSINESS

On-Call Professional Engineering Services Contract Extension – Approve One (1) Year Extension for Six Existing Contracts

### RECOMMENDATION

- Approve Contract Amendments for each of the following six (6) On-Call Engineering Firms to extend the term of each Agreement for one (1) year; and
- Authorize the Mayor to execute Contract Amendment Number Two for each of the On-Call Engineering Firms.

### BACKGROUND

The City Council, at their October 8, 2015 meeting, awarded a contract to each of seven (7) Engineering Consulting Firms for On-Call Engineering Services. (Anderson Penna, BKF Engineers Surveyors Planners, Fountain Head, Onward Engineering, PreScience, South Star Engineering, and Consulting). One firm was subsequently bought out, and the City did not retain them for On-Call consideration.

The On-Call Engineering firms provide support services to the Public Works/Engineering Division staff. These services include, but are not limited to, design, engineering, surveying and administration of street, water and sewer projects, architectural and landscape design, structural engineering for existing or proposed structures, construction management and inspection of capital improvements and public works maintenance projects, and general Staff augmentation for contract administration and management activities.

On August 9, 2018, City Council approved a one-year extension to the On-Call Engineering Services contracts. The On-Call Engineering Services contracts are scheduled to expire on October 8, 2019. Each of the firms is currently engaged in several critical projects, including but not limited to:

1. Year 2 Major Arterial Streets Improvements Projects (Santa Fe Springs Road, Painter Avenue, Ann Street, Greenstone Avenue, and Rivera Road): design and construction work.
2. Town Center Plaza Improvements Project – Zone 1 (West Parking Lot): design work.

City staff is recommending that City Council approve the one (1) year extension to October 9, 2020, for each of the On-Call Engineering Services contracts. This will ensure continuity to the various projects currently underway, specifically to start the design of Year 3 Major Arterial Street Improvements. Attached to this report is the template amendment to be executed with each of the six Engineering firms, as well as one of the original On-Call Engineering agreements for reference. All of the agreements are in substantially the same form.

Report Submitted By:

Noe Negrete  
Director of Public Works

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

Date of Report: July 18, 2019

**LEGAL REVIEW**

The City Attorney's office has reviewed Amendment Number Two.

**FISCAL IMPACT**

Funding for the On-Call Professional Engineering services is included in the approved Public Works Department budget, CIP Funds, Bond Funds, Water CIP funds, and state and local funding for transportation improvement projects. The aggregate amount of all the contracts will not exceed \$500,000 during the one (1) year extension period unless otherwise approved by the City Council.

**INFRASTRUCTURE IMPACT**

The On-Call Engineering firms are engaged in several CIP projects approved by the City Council and critical to the safety and welfare of the residents and businesses, as well as protecting the City's assets.



Raymond R. Cruz  
City Manager

**Attachments:**

Attachment No. 1: Amendment Number Two

Attachment No. 2: Agreement Dated 10/08/2015

**THE CITY OF SANTA FE SPRINGS  
ON-CALL PROFESSIONAL SERVICES AGREEMENT  
AMENDMENT NUMBER TWO**

This Amendment Number Two ("Amendment") to the On-Call Professional Services Agreement ("Agreement") dated October 8, 2015, by and between \_\_\_\_\_, a (Consultant), and the City of Santa Fe Springs, a municipal corporation (City), is entered into by the parties with an effective date of October 9, 2019.

1. Section 2 of the Agreement is hereby amended to extend the term of the Agreement for one year through October 8, 2020.

2. Except as amended herein, the terms and provisions of the Agreement shall remain in full force and effect.

The parties have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

Company

\_\_\_\_\_  
Juanita Trujillo, Mayor

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CITY OF SANTA FE SPRINGS  
SHORT FORM PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered by and between the **CITY OF SANTA FE SPRINGS (CITY)**, and **Anderson Penna** (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the attached proposal dated August 4, 2015 and shall organize, supervise, prepare and complete said SERVICES as set forth therein and as required as per the Request For Proposals dated June 29, 2015.
2. The term of this Agreement shall commence on October 8, 2015 and end on October 8, 2018, unless the SERVICES are completed sooner or terminated as provided herein.
3. CITY shall compensate CONSULTANT for the SERVICES at the rates detailed in the Proposer's Schedule of Hourly Rates. CONSULTANT shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
4. CONSULTANT hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent Consultant and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.
7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
8. CONSULTANT shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:
  - a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,

b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.

c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

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

Angelique M. Lucero  
CONSULTANT SIGNATURE

11/9/2015  
DATE

Angelique M. Lucero  
NAME (PRINT)

CFO  
TITLE

AndersonPenna Partners, Inc.  
COMPANY NAME

Corporation ☒

Sole Proprietor ☐

Partnership ☐

LLC ☐

20-3110850  
SSN OR TAX ID#

3737 Birch St., Ste 250  
ADDRESS

Newport Beach CA 92660  
CITY, STATE, ZIP

(949) 428-1500  
TELEPHONE NO.

[Signature]  
CITY MANAGER

11.12.15  
DATE

[Signature]  
DEPARTMENT HEAD SIGNATURE

11/13/15  
DATE

City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
(562) 868-0511



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

July 25, 2019

## NEW BUSINESS

Basketball, Tennis, and Handball Courts Resurfacing (Los Nietos Park, Santa Fe Springs Park, and Little Lake Park) – Authorization to Re-advertise for Construction Bids

### RECOMMENDATION

- Approve the Plans and Specifications; and
- Authorize the City Engineer to re-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 park projects.

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;
2. Resurface the basketball and handball courts at Santa Fe Springs Park; and
3. Resurface the basketball court at Little Lake Park

On April 23, 2019, the City Council approved the grant from the Los Angeles County Board of Supervisors in the amount of \$150,000, authorizing the Mayor to execute the Social Program Agreement with Los Angeles County, and authorized the City Engineer to advertise for construction bids for the Basketball, Tennis, and Handball Courts Resurfacing project.

Bids were to be publically opened and read on June 4, 2019, however, no bids were received for the project. The main reason cited by prospective bidders for not submitting a bid for the project was due to the bid item requiring the installation of two new concrete pads at Lakeview Park. The purpose of the concrete pads is to relocate two steel storage containers from Little Lake Park. City staff has since removed the item from the Specifications and City forces will perform the work.

The approximate construction cost of the Basketball, Tennis, and Handball Courts Resurfacing project is \$65,000; and the total project costs include construction, engineering, inspection, and contingency costs of \$80,000.

The total project estimates are in line with the current costs of similar types of construction projects in the area. The total project costs are specified as follows:

Report Submitted By: Noe Negrete  
Director of Public Works

Date of Report: July 16, 2019



<u>ITEM</u>	<u>BUDGET</u>
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

Attachments:  
None





# City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

July 25, 2019

## NEW BUSINESS

Agreement for Acquisition of Real Property (APN 8061-017-013) for Rosecrans Avenue/Valley View Avenue Intersection Improvement Project

### RECOMMENDATION

- Approval of the Agreement between the City of Santa Fe Springs (City) and Transcendent Properties, LLC for the Acquisition of a Portion of Real Property Assessor Parcel Number (APN) 8061-017-013 in the Amount of \$10,810.00 for the Rosecrans Avenue/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to Execute the Agreement for Acquisition of Real Property between the City and Transcendent Properties, LLC.

### BACKGROUND

The City Council, at the January 30, 2018 meeting approved a Measure R Funding Agreement in the amount of \$824,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Valley View Avenue Intersection Improvements Project (Rosecrans/Valley View Project).

The purpose of the Rosecrans Avenue/Valley View Project is to:

1. Restripe the intersection to provide a striped bicycle lane along Valley View Avenue (northbound);
2. Increase the left turn pocket capacity on the northbound lane;
3. Add a second left turn lane and a striped thru lane on the southbound side;
4. Add a striped right turn lane for both eastbound and westbound traffic along Rosecrans Avenue;
5. Construct a raised median along Valley View Avenue on both sides of the intersection.

The Rosecrans Avenue/Valley View Project impacts two (2) properties and requires a combination of land acquisition and temporary construction easements. One of the properties is APN 8061-017-013 located at 14207 Rosecrans Avenue, La Mirada, 90638.

The City Council, at their April 24, 2018 meeting, awarded a contract to CPSI to provide right-of-way acquisition services for the Rosecrans/Valley View Project. CPSI completed appraisals for the portions of (2) properties required by the project. Following City Council approval of just compensation, CPSI prepared and submitted offer packages to the parcel owners. The compensation offers were accepted by the owners and a copy of the Agreements for the Acquisition of Real Property (attached). Transcendent Properties, LLC has accepted \$10,810.00 as just compensation for the purchase of a portion of parcel APN 8061-017-013.

Report Submitted By: Noe Negrete  
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN" or similar initials.

Date of Report: July 16, 2019

**LEGAL REVIEW**

The City Attorney's office has reviewed the Agreement for Acquisition of Real Property at APN 8061-017-013 for the Rosecrans/Valley View Project.

**FISCAL IMPACT**

The Measure R Funding Agreement with LACMTA provides a Right-of-Way Support and Acquisition Budget that covers the cost of the two (2) parcel portions required by the Rosecrans/Valley View Project.

**INFRASTRUCTURE IMPACT**

In anticipation of increased traffic following the expansion of Interstate 5 Freeway, the Rosecrans/Valley View Intersection Improvements Project will enhance the safety of autos and bicycle commuters at this busy City intersection.



Raymond R. Cruz  
City Manager

**Attachment:**

Attachment No. 1: Agreement for Acquisition of Real Property



**ASSESSOR PARCEL NUMBER:** 8061-017-013

**TITLE REPORT NO.**140-1843554-32

**PROJECT:** Rosecrans Avenue and Valley View Avenue Intersection Project  
City of Santa Fe Springs

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY  
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT ("Agreement") is entered into this 25th day of July, 2019 by and between the **City of Santa Fe Springs**, a municipal corporation, (hereinafter called "**Buyer**"), and **Transcendent Properties, LLC, a California Limited Liability Company**, (hereinafter called "**Seller**") for acquisition by Buyer of a portion of that certain real property located at 14207 Rosecrans Avenue, City of La Mirada, CA 90638 (APN: 8061-017-013). Buyer and Seller may collectively be referred to as the "Parties."

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement the fee interest in a strictly limited portion of the following property and a temporary construction easement, which are situated in the City of La Mirada, County of Los Angeles, State of California, and is more particularly described in the Grant Deed, **Exhibit "A"** attached hereto and hereinafter referred to as "Property":
2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of **Ten Thousand Eight Hundred and Ten Dollars and 0/100 (\$10,810)**.
3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
  - A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
  - B. That specific lease with The Pep Boys Manny Moe & Jack of California, a California Corporation, which commenced on July 30<sup>th</sup>, 2008 (the "Lease"). Notwithstanding anything in this Agreement or the related documents to the contrary, in the event that the Tenant under the Lease exercises, prior to the close of escrow herein, its right of first refusal as set forth in the Lease, Seller shall have the right to terminate this Agreement and all related documents, and thereafter Seller shall have no further responsibility, liability or obligation to Buyer, and Seller shall be released from all of its obligations under this Agreement.
  - C. Quasi-public utility, public utility, public alley, public or utility easements, and rights of way of record, and any other matters, encumbrances or easements of record.
  - D. Exceptions 1 through 9 appearing on Preliminary Title Report to be provided by approved in Escrow.
4. **TITLE INSURANCE POLICY.** Escrow Agent shall, following recording of the Grant Deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$2,773 (Partial Fee Value) issued by Commonwealth Land Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Commonwealth Land Title Company, 4100 Newport Place, Suite 120, Newport Beach, CA 926660. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties hereto agree to use their best efforts to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow, original, fully executed and acknowledged deeds, and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 102% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference.

The parties and Escrow acknowledge and agree that any proration shall take into account the relative size of the Property being sold in this transaction to the overall size of the total parcel owned by the Seller.

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.



ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;
- F. Pay and charge Buyer for any and all escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before Close of Escrow) this escrow is not in condition to close within 30 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

6. Temporary Construction Easement ("TCE"): It is understood and agreed by and between Buyer and Seller that this agreement includes a Temporary Construction Easement (in the form attached hereto at Exhibit "B" and executed simultaneously herewith). The TCE shall become effective upon the earlier of (i) the City's initial use of, or presence on the Temporary Construction Easement area, or (ii) delivery of written notice to the Seller by the City, City Agents, City Representatives or Contractors, stating that the TCE is commencing. The Temporary Construction Easement will have an initial duration of sixty days (60) days, subject to separate 30 day extensions as set forth and limited by the terms of the TCE. Any extension shall be subject to a minimum \$250 payment as further set forth in the terms of the TCE. The Buyer will use commercially reasonable efforts to not materially interfere with the use of the parking stalls or driveway locations inside the TCE area.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTS AND SECURITY DEPOSIT.

Seller warrants that the information provided on Owner Certification of Tenants attached as **Exhibit "C"** is correct and will use its best efforts to obtain an Estoppel from each Tenant in the form attached hereto as **Exhibit "D"** or in the format set forth in the Lease. Seller warrants that there are no other tenants or written or oral leases on all or any portion of the Property, other than that lease set forth above in Section 3(B) hereof. Seller further

agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said property held by any undisclosed tenant of Seller. Within seven (7) days after the opening of escrow, Seller will make its best effort to obtain and deliver to Buyer, a Tenant Estoppel, attached as **Exhibit "D" (or in the form called for in the Lease)**, from each tenant of Seller, fully executed by Seller and tenant. If the tenant is unwilling to execute the Tenant Estoppel, Buyer shall rely solely on the Owner Certification of Tenants. All rents derived from the Property up to, including, and after the Close of Escrow date shall be paid to the Seller(s), and the Buyer specifically waives any and all rights to rent paid tenants with rights to the Property. If any rents or deposits on said property have been or are collected by the undersigned Seller(s) for any period beyond the Close of Escrow date, the Seller(s) shall be entitled to retain such rents or deposits.

9. **PERMISSION TO ENTER ON PREMISES.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. It is understood that the Buyer and its contractors will indemnify the Seller (and its agents, representatives, employees, managers, members) and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such use, and reimburse the Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use.

10. **APPROVAL OF TENANT.** Seller and Buyer both acknowledge and agree that this Agreement and all related agreements and documents, including but not limited to the TCE, are subject to the approval of the existing tenant on the Property, The Pep Boys Manny Moe & Jack of California, a California Corporation ("Tenant"). Seller shall make its best efforts to obtain written consent and approval of this Agreement and the TCE from Tenant which shall include a waiver of or refusal to exercise Tenant's right of first refusal to purchase the portion of Seller's Property which is the subject of this Agreement and more specifically identified in the Grant Deed. Should Seller be unable to obtain the written consent of Tenant, the terms of this Agreement shall be null and void, all money and property deposited into Escrow shall returned to the depositing party, and the parties shall have no further obligation, no further responsibilities and no further liability to each other whatsoever, and each party shall be released of its obligations hereunder. Receipt of Tenant's written consent and waiver herein, shall be a condition precedent to Buyer's obligation under this Agreement and to the close of escrow.

11. **CLOSING STATEMENT.** Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to their agent, Property Specialists, Inc.; purpose being to ascertain if any reimbursements are due Seller.

12. **LOSS OR DAMAGE TO IMPROVEMENTS.** Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. **WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER.** Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's actual and personal knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's actual and personal knowledge, there are no encroachments onto the

property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's actual and personal knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

14. HAZARDOUS WASTE. Seller discloses and Buyer acknowledges, agrees and is aware that Seller has met its duty of disclosure to Buyer, with respect to all of the following: i) the Property is currently (and may have in the past been) leased to an automotive repair facility and therefore underground gasoline tanks, oil tanks, and/or waste clarifiers may exist or may have existed on, in, under and/or about the Property; ii) contamination, hazardous waste, Hazardous Substances and/or hazardous materials may exist or may have existed on, in, under and/or about the Property; and (iii) the Property is subject to a Lease and the Lessee's rights thereunder. All of the foregoing are hereafter collectively referred to as the "Disclosures". Buyer expressly accepts the Property regardless of these Disclosures and all of the conditions associated with them. Buyer agrees to assume all liability and risk relating to or deriving from the Disclosures and Buyer waives all claims against the Seller in any way relating to the Disclosures, and agrees to indemnify Seller with respect to all claims arising from or in relation to the matters set forth in the Disclosures.

Buyer further agrees and acknowledges that it shall be precluded from, and shall not have the right to undertake any boring, drilling or other invasive testing on the Property or the surrounding area, and further agrees that it shall not undertake any Phase II environmental inspection of the Property or the surrounding areas.

15. DISCLAIMER. Except as otherwise provided in the Agreement, Buyer acknowledges and agrees that neither Seller nor any Party working, by, for or on behalf of Seller has made and is not now making, and, except as expressly set forth in the Agreement, Buyer has not relied upon and will not rely upon (directly or indirectly), any warranties, representations, statements or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to or any way related to the Property, including, but not limited to:

- (i) Environmental matters and environmental conditions relating to the Property or any portion thereof,
- (ii) Geological or seismic conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water,
- (iii) Whether, and to the extent to which, the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard,
- (iv) Drainage,

(v) Soil conditions, including the existence of instability, expansiveness, permeability, corrosivity, sink holes, past soil repairs, buried debris, soil additions or conditions of soil fill, or susceptibility to landslides, movement, settlement, expansion, contraction, or the sufficiency of any undershoring,

(vi) The existence or absence of or any terms or conditions of or compliance with any governmental approvals, concurrency, zoning or other entitlements, or any land use regulations (including, without limitation, any future approvals that may be required) whatsoever, to which the Property or any portion thereof may be subject,

(vii) The availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas, electric and cable, or capacity of any of same;

(viii) Usages of adjoining property,

(ix) Access to the Property or any portion thereof,

(x) The value, compliance with the plans and specifications, size, location, age, use, design, quality, descriptions, suitability, merchantability, habitability, operation, title to, or physical or financial condition of the Property or any portion thereof,

(xi) Any revenue or income (including, without limitation, any market studies or revenue projections provided by Seller or any party on behalf of Seller), costs or expenses (including, without limitation, any improvement or construction cost estimates or bids provided by Seller), charges, impact fees, plan check fees, permit fees, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof,

(xii) The presence or absence of Hazardous Substances (as hereinafter defined) and the existence or non-existence of underground storage tanks in or on, under or in the vicinity of the Property,

(xiii) The condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, restrictions, requirements, regulations or laws, building, fire or zoning ordinances, codes or other similar laws or any and all other items and matters,

(xiv) The existence or non-existence any endangered, threatened or sensitive species (flora or fauna),

(xv) Any other matter affecting the stability or integrity of the Property,

(xvi) The merchantability of the Property or fitness or suitability of the Property for any particular purpose (Buyer affirming that Buyer has not relied on the skill or judgment or actions of Seller to select, position or furnish the Property for any particular purpose, and that Seller makes no representation or warranty whatsoever that the Property is fit for any particular purpose),

(xvii) Tax consequences (including, but not limited to, the amount, use or provisions relating to any tax credits),

(xviii) Any impact fees, permit fees, plan check fees and/or concurrency or lack thereof,

(xix) Quality or nature of any design, construction or operation of the Property.

16. AS-IS WHERE-IS. Buyer represents and warrants to Seller that Buyer is a knowledgeable, experienced and sophisticated Buyer of real estate. Buyer acknowledges and agrees that Buyer is purchasing and taking



possession of the Property in its "AS-IS WHERE-IS CONDITION WITH ANY AND ALL FAULTS", based solely on Buyer's independent due diligence investigations and Buyer's own judgment and determination in consultation with any consultants engaged by Buyer as Buyer deems appropriate to fully evaluate the Property and make an informed and independent determination whether to purchase the Property. Buyer further acknowledges that while Buyer may have examined certain information provided by Seller, Buyer did not rely on any such information in deciding to purchase and take possession of the Property in its "AS-IS WHERE IS CONDITION WITH ANY AND ALL FAULTS" condition. Buyer represents and warrants, covenants and agrees that (i) Buyer has (or prior to the Closing Date will have) examined the Property and is fully familiar with the physical condition of the Property, the financial viability of Buyer's investment and/or development, and all physical, economic, development, and all other aspects of the Property; and (ii) except for the specific representations and warranties of Seller set forth herein, Seller has not made any verbal or written representations, warranties or statements of any nature or kind whatsoever to Buyer or any party acting on, for, by or on behalf of Buyer, whether expressed or implied, and, in particular; and (iii) that no representation or warranties have been made with respect to the physical condition or operation of the Property, the zoning and other laws, regulations and rules applicable to the Property, including, without limitation, concurrency or the absence thereof, any fees that may be due in connection with Buyer's proposed use and/or development or the compliance of the Property with any rules, laws, regulations, ordinances, requirements or any other items or matters, the quality or condition of the Property, or any other matter or thing affecting or related to the Property or the transactions contemplated hereby. Notwithstanding anything to the contrary in the Agreement, Seller shall not be liable for any latent or patent defects in the Property or bound in any manner by guaranties, promises, financial projections, marketing studies, development rights and/or other information pertaining to the Property of any kind whatsoever heretofore or hereafter made, furnished or claimed to have been made or furnished by Seller or any representative of Seller whether verbally or in writing, except as and solely to the extent that the same is expressly set forth herein. Upon Closing, Buyer shall release the Seller and hold the Seller harmless from any claims, including, but not limited to those claims pertaining to adverse physical, environmental and market conditions whether or not revealed by Buyer's investigations. Buyer has fully reviewed the disclaimers and waivers set forth in this provision and in this Agreement with its counsel and understands the significance and effect thereof and agrees to same.

Buyer further acknowledges that it will have the opportunity to investigate the Property during the Inspection Period, and during such period, observe its characteristics and existing conditions and the opportunity to conduct such investigation, analysis and evaluation of the Property and adjacent areas as Buyer deems necessary and advisable, and Buyer hereby WAIVES (and by Closing this transaction will be deemed to have waived) any and all objections to or complaints regarding (including, but not limited to, federal, state and common law based actions), any and all rights Buyer may now or hereafter have against Seller under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as amended, and any similar law, rule or regulation, and any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S.C.A. §9607), or any private right of action under, state and federal law to which the Property is or may be subject, including, but not limited to, CERCLA, RCRA, physical characteristics and existing conditions, including, without limitation, structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Substances on, under, adjacent to or otherwise affecting the Property, and the valuation, salability or utility of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation. "**Hazardous Substances**" means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined at any time for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6901 et seq.), as amended ("**CERCLA**"), or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended ("**RCRA**"), or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, any of those materials identified in Sections 66680 through 66685 and Sections 66693 through 66740 of Title 22 of the California Administrative Code, Division 4, Chapter 30, as amended from time

to time or those materials defined in Section 25501(j) of the California Health and Safety Code, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or toxic, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead, fungi or other bacterial matter, mold, mildew, moisture and any conditions associated the foregoing, or electromagnetic waves or any other substance which may be hazardous or dangerous to human health or the environment.

17. CONTINGENCY. It is understood and agreed between the Parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereto.

This Agreement contains the entire agreement between both Parties, neither party relies upon any warranty or representation not contained in this Agreement.

18. BUYER WAIVER AND RELEASE. Buyer on behalf of itself and its agents, affiliates, successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's property manager, the partners, manager, members, trustees, shareholders, beneficiaries, directors, officers, employees, attorneys and agents of each of them, and their respective heirs, successors, personal representatives and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses known or unknown, past, present and future, liquidated or contingent, foreseen or unforeseen (including attorneys' fees and disbursements, whether or not a suit is instituted), that may exist or arise on account of or in any way be connected with (i) the condition of title to the Property, (ii) the compliance of the Property with any applicable federal, state or local law, rule or regulation, (iii) any defects (patent or latent), errors or omissions in the design or construction of the Property whether the same are the result of negligence or otherwise, or (iv) any other physical conditions, including, without limitation, environmental and other physical conditions, affecting the Property whether the same are a result of negligence or otherwise, including specifically, but without limitation, any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local statute, rule or ordinance relating to liability of property owners for environmental matters, whether arising based on events that occurred before, during, or after Seller's period of ownership of the Property and whether based on theories of indemnification, contribution or otherwise. The release set forth in this Paragraph specifically includes, without limitation, any claims under any environmental laws of the United States, the state in which the Property is located or any political subdivision thereof and/or under the Americans With Disabilities Act of 1990, as any of those laws may be amended from time to time and any regulations, orders, rules of procedures or guidelines promulgated in connection with such laws, regardless of whether they are in existence on the date of this Agreement. Buyer acknowledges that Buyer has been represented by independent legal counsel of Buyer's selection and Buyer is granting this release of its own volition and after consultation with Buyer's counsel. Buyer hereby specifically acknowledges that Buyer has carefully reviewed this Paragraph and discussed its import with legal counsel and that the provisions of this Paragraph are a material part of this Agreement. The terms and provisions of this Paragraph shall survive Closing and/or termination of this Agreement.

IN ADDITION TO THE ABOVE, BUYER HEREBY ACKNOWLEDGES THAT IS HAS READ AND IS FAMILIAR WITH, AND HAS BEEN ADVISED BY ITS ATTORNEY CONCERNING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER AGREES AND ACKNOWLEDGES THAT IT MAY HAVE SUSTAINED DAMAGE, LOSS, COST AND/OR EXPENSE IN RELATION TO THE MATTERS SET FORTH IN THIS AGREEMENT THAT IS OR MAY BE PRESENTLY UNKNOWN, UNSUSPECTED AND/OR UNFORESEEN, AND THAT SUCH DAMAGE, LOSS, COST AND/OR EXPENSE AS MAY HAVE BEEN SUSTAINED MAY GIVE RISE TO ADDITIONAL DAMAGE, LOSS, COST OR EXPENSE IN THE FUTURE. NEVERTHELESS, BUYER ACKNOWLEDGES THAT THIS AGREEMENT HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THIS SITUATION AND THE POSSIBLE RISKS TO BUYER. EXCEPT FOR THE RIGHTS AND/OR OBLIGATIONS EXPRESSLY CREATED OR PRESERVED BY THIS AGREEMENT, BUYER UNDERSTANDS AND AGREES THAT IT IS WAIVING ALL RIGHTS TO MAKE ANY CLAIMS FOR ANY KNOWN, UNKNOWN, SUSPECTED AND/OR UNSUSPECTED DAMAGE, LOSS OR EXPENSE IN CONNECTION WITH THE AGREEMENT, THE PROPERTY, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED MATTER. EXCEPT FOR THE OBLIGATIONS EXPRESSLY RESERVED OR CREATED HEREIN WITH RESPECT TO BUYER IN THIS AGREEMENT, BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS BUYER, INCLUDING ITS HEIRS, ASSIGNS, AGENTS OR REPRESENTATIVES, MAY HAVE AGAINST THE SELLER UNDER CALIFORNIA CIVIL CODE SECTION 1542 OR UNDER ANY OTHER STATE OR FEDERAL STATUTE OR COMMON LAW PRINCIPAL OF SIMILAR EFFECT.

BUYER'S INITIALS \_\_\_\_\_

19. SETTLEMENT, WAIVER AND RELEASE. Excepting those obligations on Buyer's part as set forth herein, Seller for itself and for its agents, successors and assigns fully waives, releases, acquits and discharges Buyer and its officers, officials, council members, employees, attorneys, accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the "Released Parties") from all claims that Seller and its agents, successors and assigns has or may have against the Released Parties arising out of or related to Buyer's acquisition of the Property, including, without limitation, compensation for the loss of improvements, including improvements pertaining to the realty, furniture, fixture, and equipment; compensation for business goodwill to the Seller, or lost income (past or future); compensation for damages to the remainder (i.e., severance damages); economic or consequential damages; professional consultant fees and attorney's fees and costs; precondemnation damages; any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Interests; any right to enforce obligation(s) placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of the Buyer's acquisition of the Property, provided that nothing herein shall release claims of Seller for any liability resulting from the Buyer's breach of any agreement, warranty, or covenant for which it is responsible under this Agreement. Furthermore, this waiver does not apply to any claims for damage or injury to any person or property arising from the Buyer's (or its agents, employees, contractors or those under the Buyer's control) presence on the Property, or due to the negligence or willful misconduct of the Buyer's agents or contractors during or in relation to any construction or other activities on the Property. This paragraph shall survive the Close of Escrow.

With respect to the immediately preceding paragraph, Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California ("Section 1542"), or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision thereof, similar to Section 1542 (hereinafter referred to as a "Similar Provision"). Thus, Seller and its agents, successors and assigns, and any business, enterprise, or venture in which they are involved, may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or assert in any manner the matters released in Section 19 above. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials: \_\_\_\_\_, \_\_\_\_\_

20. INDEMNITY. Buyer agrees to indemnify, defend, and hold Seller harmless from and against any and all damages, claims, injuries, law suits, losses, expenses, fees and charges resulting from or arising out of the Buyer's (or its agents, employees, representatives, contractors or those under Buyer's control) presence on the Property or any work performed thereon.

21. MISCELLANEOUS

1. Survival. Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

2. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by the Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller' and the Buyer's performance hereunder, as appropriate, and any breach thereof by the Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

3. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three business days after the date of posting by the United States post office; or (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this paragraph. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute



receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Transcendent Properties LLC  
c/o Walter Friedman  
1 Mauchly  
Irvine, CA 92618

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Buyer: CITY OF SANTA FE SPRINGS  
Attn: Noe Negrete  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

4. Default. Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten-day period.

5. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

6. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by the Buyer and Seller.

7. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

8. Time of Essence. Time is of the essence of each provision of this Agreement.

9. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

10. Cooperation. Each Party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

11. Effective Date. This Agreement shall become effective upon the full execution by the Parties (the "**Effective Date**").

12. Assignment by Buyer. The Buyer shall have the right to assign all or any part of this Agreement to the City of La Mirada, subject to the following terms and conditions:

- i. That prior to the assignment of all or any portion of the Agreement, the City of La Mirada agrees to assume in writing, each and every obligation of the Buyer, and agree to be subject to each and every term of this Agreement and the related documents as if the City of La Mirada were the original Buyer. Buyer and the City of La Mirada agree to provide Seller with a copy of any assignment and/or assumption document immediately upon the execution thereof.
- ii. That notwithstanding any assignment of Buyer's rights or obligations hereunder, or the assumption thereof by the City of La Mirada, the Buyer shall remain primarily liable on a joint and several basis with the City of La Mirada to the Seller with respect to each and every obligation and/or duty of Buyer set forth in this Agreement or the related documents. In the event of any breach of this Agreement by either Buyer or the City of La Mirada, the Seller may proceed directly against either party without first exhausting any remedies otherwise available to the Seller against any other party. Under no circumstances, shall Buyer be released from its obligations under this Agreement.
- iii. That both the Buyer and the City of La Mirada agree to indemnify, defend, release and hold the Seller harmless with respect to any dispute arising between the Buyer or the City of La Mirada in connection with the assignment, this Agreement or any related matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth hereinabove.

**BUYER**

CITY OF SANTA FE SPRINGS  
A California municipal corporation

BY: \_\_\_\_\_

MAILING ADDRESS OF BUYER:

11710 Telegraph Road  
Santa Fe Springs, CA 90670

APPROVED AS TO FORM

BY: \_\_\_\_\_

ATTEST

BY: \_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_

**SELLER**

TRANSCENDANT PROPERTIES, LLC  
a California Limited Liability Company

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS OF SELLER:

3111 West Allegheny Avenue  
Philadelphia, PA 19129

**EXHIBIT "A"**

**Grant Deed**



Recording requested by:  
City Clerk of the City of Santa Fe Springs  
WHEN RECORDED MAIL TO:

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

FREE RECORDING REQUESTED  
DOCUMENTARY TRANSFER TAX \$ NONE

A.P. No. 8061-017-013

Per Gov't Code 11922

## GRANT DEED

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Transcendent Properties, LLC, a California Limited Liability Company**

as to (hereinafter referred to as "Grantor") hereby grants to **City Santa Fe Springs, a California Municipal Corporation** (hereinafter referred to as "City"), the following described interests in real property located in the County of Los Angeles, State of California:

**In Fee Simple**, all that portion of certain real property situated at 14207 Rosecrans Avenue, City of La Mirada, County of Los Angeles, State of California, described as follows:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBITS "A" AND "B".

This Conveyance is subject to non-delinquent taxes and assessments, and all matters of record and off-record affecting the Property, including without limitation matters which could be ascertained by an inspection or survey of the Property. Grantor disclaims any and all express or implied warranties regarding the Property other than the implied warranty stated in subparagraph 1 of Section 1113 of the California Civil Code.

GRANTOR:

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

02-22-2017

EXHIBIT A  
LEGAL DESCRIPTION  
R/W ACQUISITION ROSECRANS AVENUE AND VALLEY VIEW AVENUE  
AP NO. 8061-017-013 (14207 ROSECRANS AVENUE)

That portion of Lot 1 of Tract No. 15930, in the City of La Mirada, County of Los Angeles, State of California, as shown on the map as filed in Book 478, Pages 1 to 8, inclusive, of Maps, in the office of the County Recorder of said County, described as follows:

Commencing at the southeast corner of said Lot 1, said southeast corner being on a line parallel with and 50.00 feet northerly of the centerline of Rosecrans Avenue as shown on said Tract No. 15930; thence along said parallel line South  $89^{\circ} 36' 45''$  West 240.14 feet to the beginning of a curve concave northeasterly having a radius of 30.00 feet and the True Point of Beginning, the northerly terminus of said curve being a tangent point of cusp with the westerly line of said Lot 1, said westerly line being parallel with and 50.00 feet easterly of the centerline of Valley View Avenue as shown on said Tract No. 15930; thence leaving said parallel line westerly, northwesterly and northerly 47.07 feet along said curve through a central angle of  $89^{\circ} 54' 19''$  to last said parallel line; thence along said parallel line and the southwesterly and southerly lines of said Lot 1 the following courses: South  $0^{\circ} 28' 56''$  East 4.99 feet to the beginning of a curve concave northeasterly having a radius of 25.00 feet, southerly, southeasterly and easterly 39.23 feet along said curve through a central angle of  $89^{\circ} 54' 19''$ , and North  $89^{\circ} 36' 45''$  East 4.99 feet to the True Point of Beginning.

Containing an area of 59 square feet, more or less.

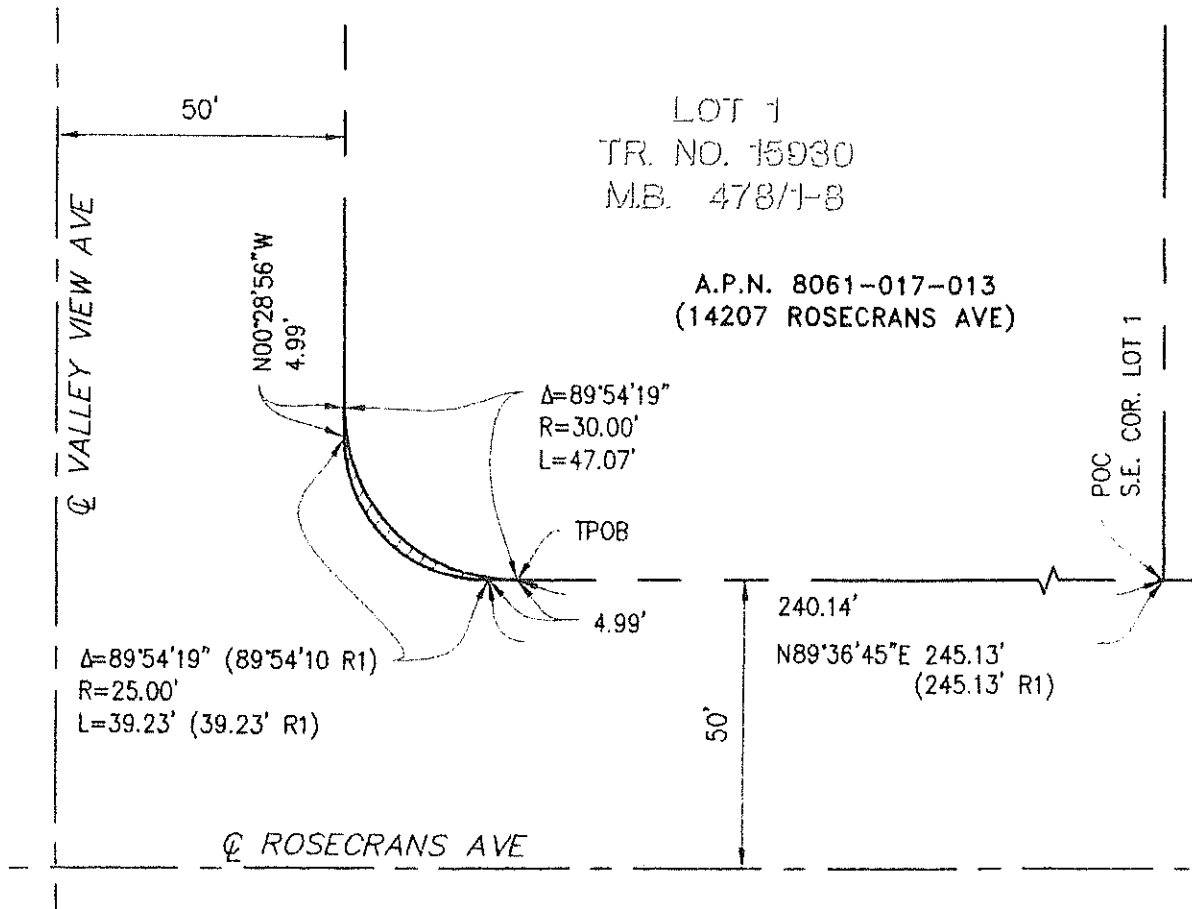
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

  
JAMES L. GARVIN, PLS 6343



# EXHIBIT "B"

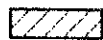


## RECORD REFERENCES:

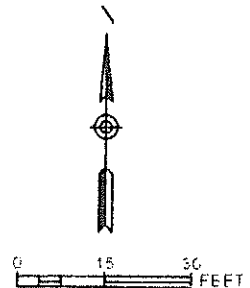
R1 - TR. NO. 15930, M.B. 478/1-8



## LEGEND



- INDICATES R/W ACQUISITION AREA (59 SQ. FT.)



Anderson Penna Partners  
3737 Birch Street, Suite 250  
Newport Beach, CA 92660  
P. 949.428.1500 F. 949.258.5053  
APPROVED BY: *[Signature]* 2/10/2017

NE CORNER VALLEY VIEW/ROSECRANS  
RIGHT OF WAY ACQUISITION  
A.P.N. 8061-017-013

SHEET  
1 OF 1  
DATE: 02/17

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Please print name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, in law) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated as of \_\_\_\_\_, 2019, from **Transcendent Properties, LLC** is hereby accepted by the order of the City Council of the City of Santa Fe Springs on \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: \_\_\_\_\_, 2019

By: \_\_\_\_\_

ATTEST:

**EXHIBIT "B"**

**Temporary Construction Easement**

Recording requested by:

City Clerk of the City of Santa Fe Springs  
WHEN RECORDED MAIL TO:

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

FREE RECORDING REQUESTED – Essential to acquisition  
City of Santa Fe Springs – See Gov't Code 6103

A.P. No. 8061-017-013

DOCUMENTARY TRANSFER TAX \$ NONE

## TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

### **Transcendent Properties, LLC, a California Limited Liability Company**

hereinafter termed Grantor, does hereby grant to the **City of Santa Fe Springs, a municipal corporation**, hereinafter termed Grantee (and its officers, employees, agents, contractors and subcontractors), an exclusive easement for the limited purpose of ingress, egress, demolition, clearance, grading, and construction of roadway improvements and other necessary and related uses pertaining to that certain intersection improvement project (the "Project") occurring on and adjacent to the real property situated in the City of La Mirada, County of Los Angeles, State of California (the "Property"), as described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by reference.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time after completion of the project, but in no event longer than three (3) months after the completion of the project.

Grantee shall be responsible for any accident or injury occurring on the Property during the term of this easement caused by Grantee's use of or presence on the Property, or by the acts, omissions or conduct of its officers, employees, agents, contractors, subcontractors or those under Grantee's control, and Grantee agrees to indemnify, defend and hold Grantor harmless with respect to any claims, causes of action, damages, losses, costs, fees and/or attorney's fees and costs incurred as a result of or in connection with Grantee's presence on the Property or its use of the Temporary Construction Easement. It is further understood and agreed that this easement shall extend for a period of sixty (60) days commencing at the earlier of (i) the date Grantee first accesses, occupies or utilizes the Temporary Construction Easement area, or (ii) the date notice is provided to Grantor by Grantee of its intent to utilize the Temporary Construction Easement area.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantor shall grant Grantee up to a maximum of three (3) automatic extensions of the Temporary Construction Easement, each for an additional thirty (30) day term. For each extension, Grantee shall pay to Grantor the amount of \$250 per monthly extension.

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBITS "A" and "B".

GRANTOR:

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



02-22-2017

EXHIBIT A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
AP NO. 8061-017-013 (14207 ROSECRANS AVENUE)

That portion of Lot 1 of Tract No. 15930, in the City of La Mirada, County of Los Angeles, State of California, as shown on the map as filed in Book 478, Pages 1 to 8, inclusive, of Maps, in the office of the County Recorder of said County, being a strip of land 10.00 feet in width, the southwesterly line of which is described as follows:

Commencing at the southeast corner of said Lot 1, said southeast corner being on a line parallel with and 50.00 feet northerly of the centerline of Rosecrans Avenue as shown on said Tract No. 15930; thence along said parallel line South  $89^{\circ} 36' 45''$  West 240.14 feet to the beginning of a curve concave northeasterly having a radius of 30.00 feet and the True Point of Beginning, the northerly terminus of said curve being a tangent point of cusp with the westerly line of said Lot 1, said westerly line being parallel with and 50.00 feet easterly of the centerline of Valley View Avenue as shown on said Tract No. 15930; thence leaving said parallel line westerly, northwesterly and northerly 47.07 feet along said curve through a central angle of  $89^{\circ} 54' 19''$  to last said parallel line.

Containing an area of 392 square feet, more or less.

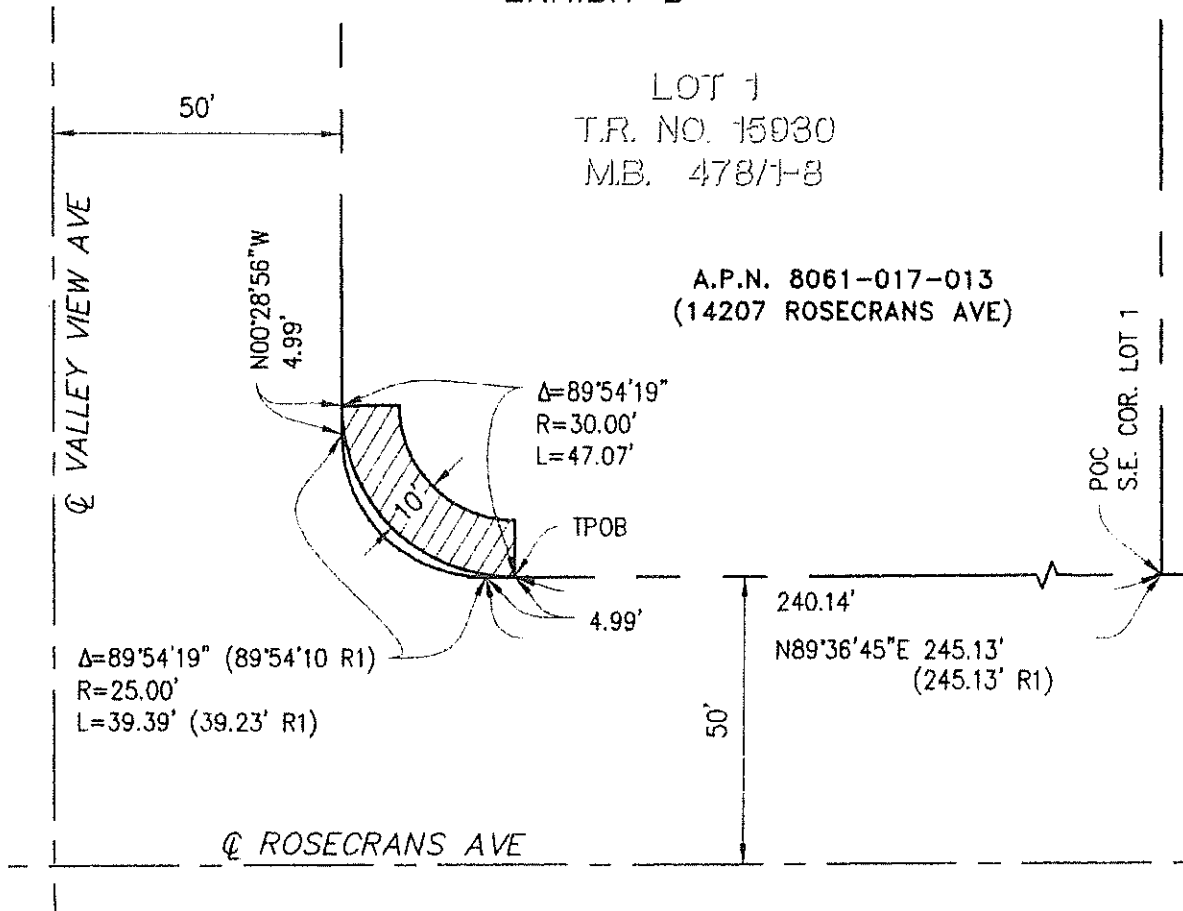
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

  
JAMES L. GARVIN, PLS 6343



# EXHIBIT "B"



## EASEMENT NOTES:

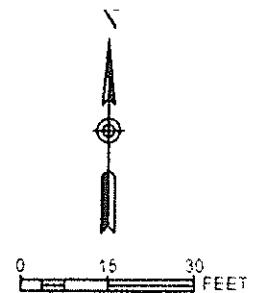
R1 - TR. NO. 15930, M.B. 478/1-8



## LEGEND



- INDICATES TCE AREA (392 SQ. FT.)



ANDERSON PENNA PARTNERS

3737 Birch Street, Suite 250  
Newport Beach, CA 92660

P 949 428 0000

F 949 258 5053

2/28/2017

APPROVED BY

NE CORNER VALLEY VIEW/ROSECRANS

TEMPORARY CONSTRUCTION EASEMENT

A.P.N. 8061-017-013

SHEET  
1 OF 1

DATE: 02/17

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Print exact name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature \_\_\_\_\_

(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; in law) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of \_\_\_\_\_, 2019, from **Transcendent Properties, LLC** is hereby accepted by the order of the City Council of the City of Santa Fe Springs on \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: \_\_\_\_\_, 2019

By: \_\_\_\_\_

ATTEST:



## EXHIBIT "C"

### Owner Certification of Tenants

**Owner's Name(s):** Transcendent Properties, LLC

**Mailing Address:** 3111 West Allegheny Avenue, Philadelphia, PA 19129

**Telephone Number:** \_\_\_\_\_

**Property Address:** 14207 Rosecrans Avenue, La Mirada, CA 90638

**Assessor's Parcel Number:** 8061-017-013

#### Tenant #1

**Business Name:** \_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

**Address / Suite #:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Date Occupied:** \_\_\_\_\_ **Current Rent:** \_\_\_\_\_ **Deposit:** \_\_\_\_\_

**Utilities Included:** \_\_\_\_\_

**Other Tenant Charges:** \_\_\_\_\_ **Avg. Monthly Cost:** \_\_\_\_\_

**Fixtures & Equipment Owned by Tenant:** \_\_\_\_\_

#### Tenant #2

**Business Name:** \_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

**Address / Suite #:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Date Occupied:** \_\_\_\_\_ **Current Rent:** \_\_\_\_\_ **Deposit:** \_\_\_\_\_

**Utilities Included:** \_\_\_\_\_

**Other Tenant Charges:** \_\_\_\_\_ **Avg. Monthly Cost:** \_\_\_\_\_

**Fixtures & Equipment Owned by Tenant:** \_\_\_\_\_

**Tenant #3**

Business Name: \_\_\_\_\_  
Tenant Name: \_\_\_\_\_  
Address / Suite #: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Business: \_\_\_\_\_  
Comments: \_\_\_\_\_  
Date Occupied: \_\_\_\_\_ Current Rent: \_\_\_\_\_ Deposit: \_\_\_\_\_  
Utilities Included: \_\_\_\_\_  
Other Tenant Charges: \_\_\_\_\_ Avg. Monthly Cost: \_\_\_\_\_  
Fixtures & Equipment Owned by Tenant: \_\_\_\_\_

**Additional Comments:**

**EXHIBIT "D"**  
**Tenant Estoppel**  
**(Prepare one for each tenant)**

Project: Rosecrans Avenue & Valley View Avenue Intersection Widening Project  
Subject Address: 14207 Rosecrans Avenue, La Mirada, CA 90638  
Property Owner: Transcendent Properties LLC  
Tenant: \_\_\_\_\_

The undersigned certifies that:

1. I am the tenant and present occupant of (address): \_\_\_\_\_  
\_\_\_\_\_
2. The premises are leased under a lease dated \_\_\_\_\_.  
☐ *A copy of the lease including any amendments and options ("the Lease") is attached.*  
☐ *There is no written lease.*
3. Rent of \$\_\_\_\_\_ per month has been paid through \_\_\_\_\_.
4. I have paid to the landlord a Security Deposit in the amount of \$\_\_\_\_\_.
5. I am now in possession of the premises and have not sublet or assigned the lease.  
☐ Yes, I Agree  
☐ No; I have attached a copy of any assignment or sublease.
6. I have been an occupant of this property since \_\_\_\_\_.
7. Rent is due on the \_\_\_\_\_ of each month.
8. I have no claims or offsets against the landlord under the lease, and neither the landlord nor the tenant are in default under the lease. \_\_\_\_\_

Under penalty of perjury, I certify that the above information is correct.

\_\_\_\_\_  
Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Landlord: \_\_\_\_\_ Date: \_\_\_\_\_



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

July 25, 2019

## NEW BUSINESS

Burlington Northern Santa Fe (BNSF) Railway Company Third Track Installation at Rosecrans/Marquardt Avenue Grade Crossing-Approval of Grade Crossing Signal Installation Agreement

### RECOMMENDATION

- Approve the Agreement with BNSF Railway Company to reimburse the City for traffic signal modification costs at the Rosecrans/Marquardt Avenue grade crossing associated with the BNSF Third Track Project; and
- Authorize the Mayor to execute the Agreement on behalf of the City.

### BACKGROUND

The BNSF Railway Company will be installing a third main track through the grade crossing at the Rosecrans Avenue / Marquardt Avenue intersection. However, the Public Utilities Commission stipulates that prior to activating service to the third main track, certain modifications to the existing traffic signal as well as signing, striping, and pedestrian improvements to the intersection require completion.

BNSF will undertake the signing, striping, and pedestrian improvements based on plans prepared by BNSF and reviewed by City staff. The City will be responsible for traffic signal modifications.

The agreement stipulates that BNSF will reimburse the City for all costs associated with the required modifications to the traffic signal caused by the installation of a third main track. BNSF will bear the costs for all the signing, striping, and pedestrian improvements.

### LEGAL REVIEW

The City Attorney's office has reviewed the reimbursement agreement with BNSF.

### FISCAL IMPACT

The estimated cost for modifications to the traffic signals is \$130,000. The City will be reimbursed for these costs by BNSF.

### INFRASTRUCTURE IMPACT

The signing, striping, pedestrian and signal improvements will improve traffic and pedestrian circulation and safety at this intersection.

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

Raymond R. Cruz  
City Manager

### Attachments:

Attachment No. 1: Grade Crossing Signal Installation Agreement

Report Submitted By:

Noe Negrete  
Director of Public Works

Date of Report: July 18, 2019



## GRADE CROSSING SIGNAL INSTALLATION AGREEMENT

**BNSF File No.: BF10014662**

**Mile Post 157.8**

**Line Segment 7602**

**U.S. DOT Number 027656A**

**San Bernardino Subdivision**

THIS GRADE CROSSING SIGNAL INSTALLATION AGREEMENT (hereinafter called, "Agreement"), is executed to be effective as of July 25, 2019, by and between the City of Santa Fe Springs, a Political Subdivision of the State of CA, a Municipal Corporation, (hereinafter called, "AGENCY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "RAILROAD");

### WITNESSETH:

WHEREAS, the RAILROAD is interested in constructing a third mainline located through the existing crossing at Rosecrans Avenue and Marquardt Avenue;

WHEREAS, the RAILROAD will relocate existing crossing signal equipment aiding in vehicular travel and public safety and install new signal equipment for aiding pedestrian access;

WHEREAS, the AGENCY will relocate existing vehicular traffic signals and appurtenances at Rosecrans Avenue and Marquardt Avenue;

WHEREAS, Rosecrans Avenue and Marquardt Avenue is located at U.S. DOT crossing 027656A as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the RAILROAD will install a new third mainline track and install concrete crossing surfaces on third track at Rosecrans Avenue and Marquardt Avenue;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE I – SCOPE OF WORK**

1. The term "Project" as used in this agreement includes any and all work related to the installation of crossing signals and activation equipment at U.S. DOT crossing 027656A, more particularly described on Exhibit "A" and Exhibit "B" which are attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of advance warning signs and pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

## **ARTICLE II – RAILROAD OBLIGATIONS**

In consideration of the covenants of AGENCY set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

1. The RAILROAD will, using its own labor forces under applicable labor agreements, install the Crossing Signal Equipment and the new crossing surface at Rosecrans Avenue and Marquardt Avenue. The work will be performed at RAILROAD expense and in accordance with the MUTCD and the plans and specifications approved by AGENCY and the Federal Highway Administration. The plans and specifications are attached to this Agreement as Exhibit "B" and incorporated herein.
2. A detailed estimate of RAILROAD'S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit "C" and incorporated herein.
3. RAILROAD will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.
4. The RAILROAD agrees to perform the following on behalf of the AGENCY:
  - a) Installation of advance warning signs in accordance with the MUTCD.
  - b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD"). MUTCD signs W10-1, W48(CA), R15-2P, and R15-8 per exhibit B.
  - c) Pedestrian sidewalk and channelizing improvements within BNSF existing right of way and within the Agency right of way.
  - d) Cat tracks with Yellow and Black Paint for Visibility
5. The RAILROAD must provide one set of as built plans to the AGENCY upon completion of the Project showing all improvements and facilities constructed by RAILROAD

pursuant to this Agreement, including without limitation the improvements constructed by RAILROAD pursuant to Section II.4.

### **ARTICLE III – AGENCY OBLIGATIONS**

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, AGENCY agrees as follows:

1. AGENCY must perform, at the RAILROAD expense, the following work:
  - a) Relocate the eastbound Rosecrans Avenue traffic light, conduits and pullboxes at the southeast quadrant as needed to provide a minimum clearance from the proposed third mainline as approved by RAILROAD.
  - b) Install R3-1 Activated blank-out signs at all quadrants.
2. AGENCY agrees to own and maintain, items installed by RAILROAD within the AGENCY'S right of way as stipulated in Article II, section 4 at no cost to RAILROAD.
3. Actual costs for engineering, materials and labor (including third party charges for the installation of electrical service) associated with the installation of the Crossing Signal Equipment and the new crossing surface must be paid by the RAILROAD (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
4. In the event the services of a consultant are needed after execution of this Agreement due to any exigency of the RAILROAD and the Project, the AGENCY and the RAILROAD will mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed hereunder by any consultant and any resulting costs must be paid by RAILROAD as a part of the costs for the Project.
5. During the installation of the blank-out signs, relocation of the signal pole, conduits and pull boxes, AGENCY will send RAILROAD progressive invoices detailing the costs of the work performed by AGENCY under this Agreement. RAILROAD must reimburse AGENCY for completed force-account work within thirty (90) days of the date of the invoice for such work. Upon completion of the Project, AGENCY will send RAILROAD a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit "C". Pursuant to this section, RAILROAD must pay the final invoice within ninety (90) days of the date of the final invoice.
7. The RAILROAD will install advance railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A" (if the same are required by the MUTCD) prior to the acceptance of this Project by the AGENCY.

8. The AGENCY assumes full responsibility for the maintenance of advance warning signs and pavement markings and agrees to hold harmless and indemnify the RAILROAD for any claims, damages or losses, in whole or in part, caused by or due to the AGENCY'S failure to maintain the advance warning signs and markings or other requirements of the MUTCD.

#### **ARTICLE IV- JOINT OBLIGATIONS**

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:

1. All cost records of the AGENCY pertaining to the Project will be open to inspection and audit at any reasonable time by representatives of the RAILROAD (including the legislative auditor and fiscal analyst for the RAILROAD) and the Federal Highway Administration for a period of not less than three (3) years from the date of the final AGENCY invoice under this Agreement.
2. Upon completion of the installation of the Crossing Signal Equipment and the new crossing surface, the RAILROAD, will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment and the new crossing surface in proper condition.
3. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the AGENCY or any other appropriate governmental or legislative authority increase the AGENCY'S portion of maintenance costs under this Agreement, RAILROAD will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the AGENCY'S increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
4. If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
5. If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
  - a) In the event the RAILROAD's sole negligence destroys or damages the Crossing Signal Equipment, RAILROAD must replace or repair such Crossing Signal Equipment.
  - b) In the event the Crossing Signal Equipment is damaged or destroyed by the Agency's sole negligence, AGENCY must, at its sole cost and expense, replace or repair such Crossing Signal Equipment.



6. If the Crossing Signal Equipment installed hereunder cannot, through age, be maintained, or, by virtue of its obsolescence, requires replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable AGENCY at the time of such replacement is warranted.

7. This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

8. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

9. This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**BNSF RAILWAY COMPANY**

By: Walter M. Smith

Printed Name: WALTER M. SMITH

Title: GEN. DIR. COMPUTER CONSULT.

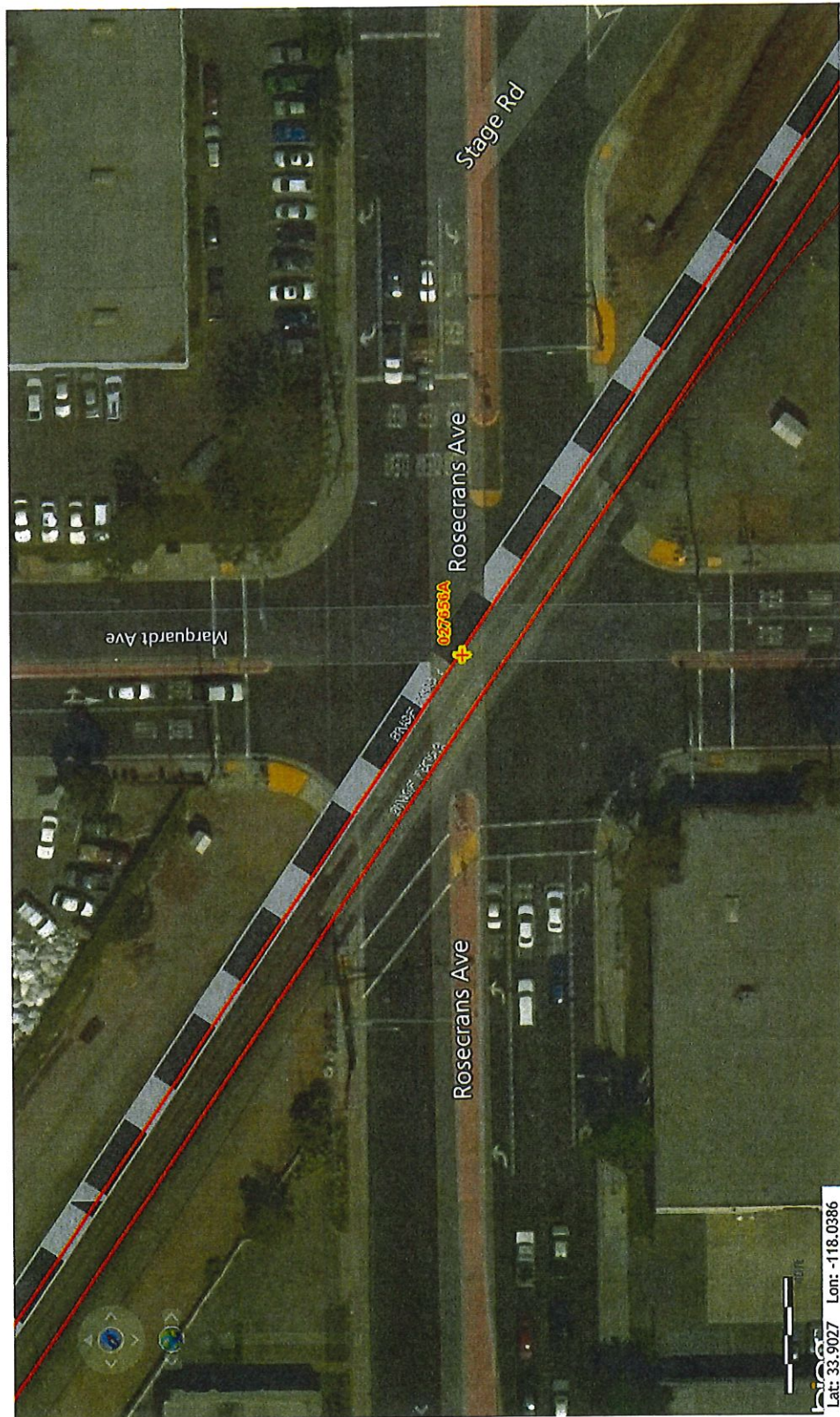
**City of Santa Fe Springs**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

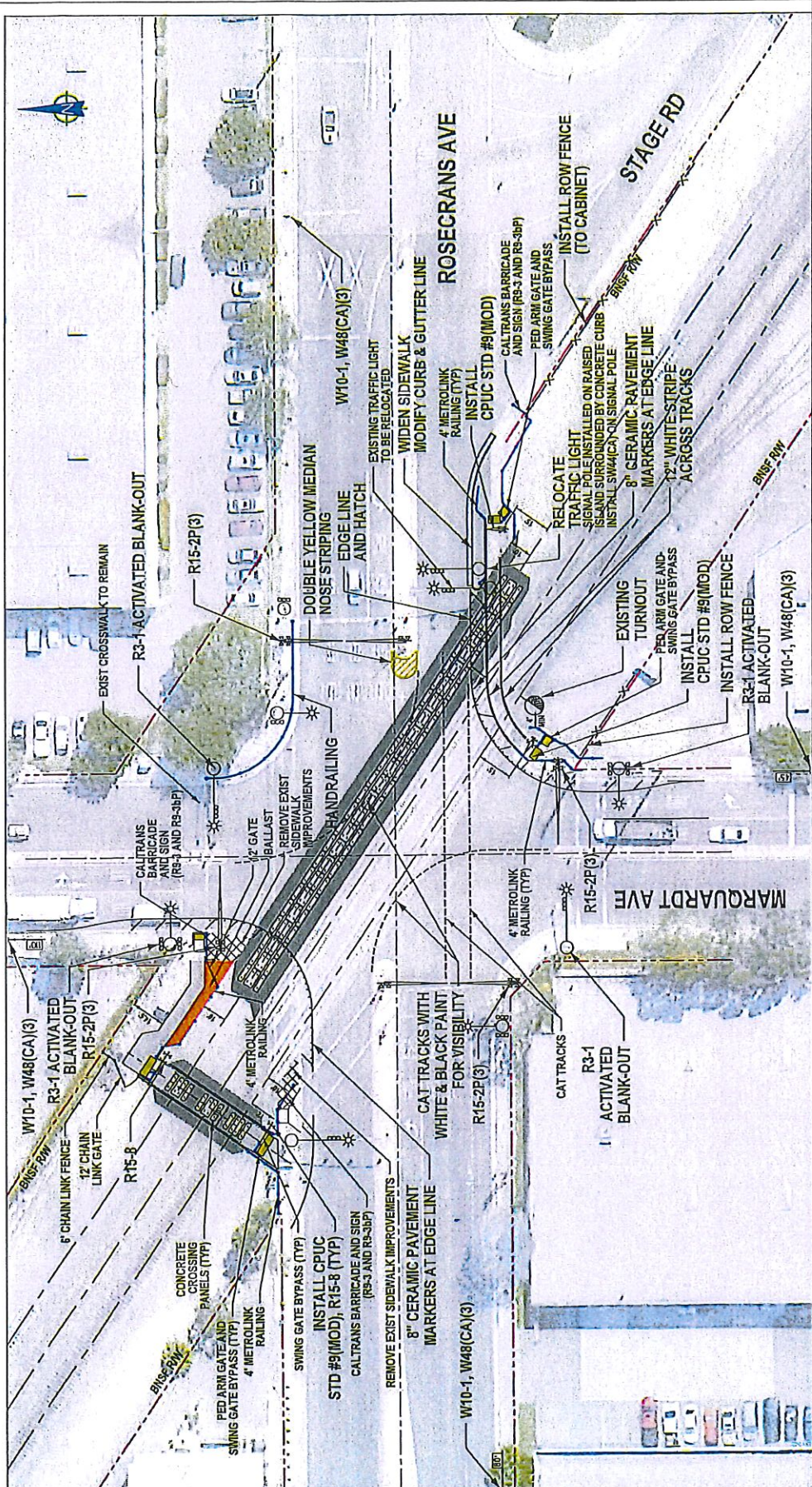
Exhibit "A"



**Exhibit "B"**

**Plans and specifications detailing Railroad's work**





<b>CPUC EXHIBIT</b>		<b>JACOBS</b>		<b>BNSF RAILWAY</b>		CITY OF SANTA FE SPRINGS CONTRACT NO. _____ DRAWING NO. _____ REVISION _____ SHEET NO. _____ SCALE _____	
DESIGNED BY _____ DRAWN BY _____ CHECKED BY _____ APPROVED BY _____ DATE: JANUARY 12, 2018		COUNTY OF LOS ANGELES DATE _____ APPROVED _____ DATE _____		BNSF RAILWAY CO. SAN BERNARDINO SUBDIVISION LOS ANGELES TO FULLERTON TRIPLE TRACK GRADE CROSSING IMPROVEMENTS DOT# 027656A - CPUC 002-157.80		APPROVED _____ DATE _____	
REV	DATE	DESCRIPTION					

PROJECT: \_\_\_\_\_  
 SHEET: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: JANUARY 12, 2018



Exhibit "C"

**ESTIMATE OF RAILROAD'S COSTS**

Rosecrans/ Marquardt estimated costs

Total \$469,010.00

City of Santa Fe Springs

Item

Traffic Signal mast/Arm
Traffic Signal Face
Pedestrian Signal
Pedestrian Pushbutton w/sign
Pullbox
Conduit
Wiring
Blank out signs
Labor

Unit	Est Qty	Unit Price
EA	1	25,000.00
EA	1	1,000.00
EA	1	1,000.00
EA	1	800.00
EA	2	400.00
EA	1	3,000.00
EA	1	3,000.00
EA	4	1,000.00
EA	1	20,000.00

Amount
25,000.00
1,000.00
1,000.00
800.00
800.00
3,000.00
3,000.00
4,000.00
20,000.00

Total

58,600.00

BNSF Contractor

Civil Improvements

Mobilization and Demobilization
Traffic Control
Permit Fees Paid to Local Agencies
Sawcut
Remove Existing Concrete Pavement
Remove Existing Asphalt Concrete Pavement
Remove Concrete Curb
Remove Concrete Curb and Gutter
Remove Detectable Warning Tile
Construct Concrete Sidewalk (4" PCC)
Construct Asphalt Concrete Pavement, 8" AC over Compacted Grade
Construct 8" Concrete Curb (Variable height)
Construct 8" Concrete Curb and Gutter
Install Detectable Warning Surface
Construct New Asphalt Pavement, per City of Santa Fe Springs Standard No. R-7
Construct AC Apron (Variable Thickness AC)
Install 4' Metal Hand Railing, Type B
Install 4' Metal Hand Railing, Type C
Install 4' Metal Hand Rail Swing Gate, 4' Wide
Install 6' Chain Link Fence
Install 12' Pipe Gate
Compacted Grade
Construct Asphalt Concrete Pavement, Min 8" AC over 6" CAB

Unit	Est Qty	Unit Price
LS	1	10,000.00
LS	1	10,000.00
Allow	1	10,000.00
LF	266	20.00
SF	848	20.00
SF	755	20.00
LF	102	20.00
LF	96	20.00
SF	98	20.00
SF	848	40.00
SF	12	50.00
LF	226	20.00
LF	232	20.00
SF	96	80.00
SF	77	40.00
SF	595	40.00
LF	192	100.00
LF	159	100.00
EA	4	300.00
LF	170	100.00
EA	2	8,000.00
CY	12	200.00
SF	1728	40.00

Amount
10,000.00
10,000.00
10,000.00
5,320.00
16,960.00
15,100.00
2,040.00
1,920.00
1,960.00
33,920.00
600.00
4,520.00
4,640.00
7,680.00
3,080.00
23,800.00
19,200.00
15,900.00
1,200.00
17,000.00
16,000.00
2,400.00
69,120.00

Subtotal

292,360.00

Signing and Striping Improvements

Install Sign
Install Post for Sign(s)
Paint 12" White Stripe Crosswalk Marking
Paint 6" White Edge stripe with Contrasting Paint Marking
Paint 4" White Striping at 10' Intervals
Paint Cat Track with Contrasting Paint Marking
Install 8" Ceramic Pavement Markers
Install Double Yellow Stripe
Paint Yellow Filled Median Nose

EA	41	100.00
EA	9	400.00
LF	260	50.00
LF	415	80.00
LF	111	50.00
LF	524	50.00
EA	48	100.00
LF	22	80.00
LF	48	80.00

4,100.00
3,600.00
13,000.00
33,200.00
5,550.00
26,200.00
4,800.00
1,760.00
3,840.00

Subtotal

96,050.00

Crossing Civil Work

Provide 12" of suballast
Compaction
Heavy equipment

EA	1	
EA	1	
EA	1	

8,000.00
4,000.00
10,000.00

Subtotal

22,000.00



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

July 25, 2019

## NEW BUSINESS

### Florence Avenue Corridor Study – Approval of Implementation Agreement

#### **RECOMMENDATION**

- Approve the Implementation Agreement with Gateway Cities Council of Governments (Gateway COG) to develop a Corridor Study along Florence Avenue through the Gateway Cities;
- Appropriate \$16,810.00 from the Utility User's Tax / Capital Improvement Fund to the Florence Avenue Corridor Study; and
- Authorize the Mayor to execute the Agreement on behalf of the City.

#### **BACKGROUND**

Florence Avenue is a major west/east arterial corridor that extends approximately 11.9 miles through the Gateway Cities from LA County, on the west and Santa Fe Springs (Carmenita Road) on the east. Florence Avenue carries a significant volume of traffic particularly relieving heavy traffic volumes along the I-710, I-605, and I-5 freeways, which it crosses at varying points. The cities along the Florence Avenue Corridor wish to establish a Complete Streets model to relieve traffic congestion and to enhance active transportation opportunities along the corridor. The development of a sub-regional arterial corridor plan would better position the participating cities when competing for federal, state, and regional funding in the future.

#### **LEGAL REVIEW**

The City Attorney's office has reviewed the Gateway COG Implementation Agreement.

#### **FISCAL IMPACT**

The Implementation Agreement arranges for each city along the Florence Avenue Corridor to be assessed proportionately for the costs of the study on a per-mile basis.

The approximate cost of the study is \$280,000.00, and the Gateway COG has secured a \$200,000 grant from the Metropolitan Transportation Authority (MTA) to cover most of the study costs. The following jurisdictions will finance the remaining balance: Santa Fe Springs, Downey, Bell Gardens, Bell, Cudahy, Huntington Park, and Unincorporated Los Angeles County.

Santa Fe Springs has approximately 2.5 miles of the 11.9 miles of the corridor study. This result is approximate 21% of the length of the corridor and corresponds with an assessment total of approximately \$16,810.00. The City has sufficient funding in the Utility User's Tax / Capital Improvement Fund, and City staff recommends an appropriation of \$16,810.00 to fund the Florence Avenue Corridor Study.

Report Submitted By:

Noe Negrete  
Director of Public Works

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

Date of Report: July 16, 2019

**INFRASTRUCTURE IMPACT**

The Corridor Study will look for alternatives to relieve traffic congestion and enhance active transportation opportunities along this corridor in the future.

A handwritten signature in blue ink, appearing to read 'Raymond R. Cruz', is positioned above the printed name and title.

Raymond R. Cruz  
City Manager

**Attachments:**

Attachment No. 1: Implementation Agreement



**FLORENCE AVENUE CORRIDOR STUDY**  
**IMPLEMENTATION AGREEMENT**  
**BY AND BETWEEN**  
**GATEWAY CITIES COUNCIL OF GOVERNMENTS**  
**AND**  
**CITY OF SANTA FE SPRINGS**

THIS FLORENCE AVENUE CORRIDOR STUDY IMPLEMENTATION AGREEMENT ("Agreement") is made and entered as of the **25<sup>th</sup>** day of **July, 2019**, by and between the Gateway Cities Council of Governments ("Gateway") and the City of Santa Fe Springs, a municipal corporation ("City"), individually a "party" and collectively, the "parties".

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

- (a) Florence Avenue is a major west/east arterial corridor that extends 11.9 miles through the Gateway Cities from LA County on the west to Carmenita Road on the east; and
- (b) Florence Avenue carries a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710, 605, and 5 freeways, which it crosses at varying points; and
- (c) The cities along the Florence Avenue Corridor ("Corridor") are desirous of establishing a "Complete Streets" model on this major west/east arterial corridor; to relieve traffic congestion and to enhance active transportation opportunities in the neighboring communities ("Florence Avenue Corridor Study" or the "Study"); and
- (d) The development of a subregional arterial corridor plan would position the participating agencies to apply for, and receive, federal, state, and regional funding for improvement of the Corridor; and

- (e) The parties hereto are each a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields; and
- (f) Section 21 of that certain Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (the "JPA"), to which the City is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing Gateway to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and
- (g) The costs incurred by Gateway for the Study, including indirect costs, shall be assessed only to those Members who are parties to an Implementation Agreement; and
- (h) City of Santa Fe Springs, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway to implement and initiate the Florence Avenue Corridor Study and is in furtherance of the public interest, necessity and convenience.

## Section 2. Committees.

(a) Florence Avenue Corridor Cities Committee. There is hereby established a committee to be known as the Florence Avenue Corridor Cities Committee. The Florence Avenue Corridor Cities Committee shall consist of an elected member of the legislative body of each agency that has entered into a Florence Avenue Corridor Study Implementation Agreement with Gateway, designated by the respective legislative bodies. The Florence Avenue Corridor Cities Committee will work in coordination with the Florence Avenue Corridor Technical Advisory Committee to provide policy assistance, guidance and direction to Gateway as administrator of this Agreement.

(b) Florence Avenue Corridor Technical Advisory Committee. There is hereby established a committee to be known as the Florence Avenue Corridor Technical Advisory Committee. The Florence Avenue Corridor Technical Advisory Committee shall consist of a staff representative of each agency that has entered into a Florence Avenue Corridor Study Implementation Agreement with Gateway, designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representative shall be the Public Works Director or the equivalent for each agency. The Florence Avenue Corridor Technical Advisory Committee shall report to and receive direction from the Florence Avenue Corridor Cities Committee.

Section 3. Implementation of Florence Avenue Corridor Study. To the fullest extent of its authority, the City authorizes Gateway to implement and initiate a Corridor Study for the length of Florence Avenue through the Gateway Cities subregion, including initial feasibility studies (as approved by the Corridor Cities and Technical Advisory Committees) required to coordinate with other regional transportation studies. Further, the City authorizes Gateway to request funding and partnering with other public transportation agencies for the Florence Avenue Corridor Study (Caltrans, SCAG and Metro).

Section 5. Scope of Work. The Scope of Work to be performed under this Agreement is described in Attachment A, attached hereto and incorporated by this reference.

Section 4. Assessment for Proportional Costs of Study. The City agrees to pay to Gateway upon execution of this Agreement an assessment as described in Attachment A, attached hereto and incorporated herein by this reference, for City's proportional share of the projected costs of the Study.

Section 5. Termination of Agreement. Either party may terminate this Agreement for any reason, in whole or in part, by giving the other party thirty (30) days written notice thereof.

Section 6. Meetings. All regular, adjourned and special meetings of the committees established by this Agreement shall be called and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq., as amended from time to time.

Section 7. Miscellaneous.

(a) Compensation and Expense Reimbursement. All members of the Florence Avenue Corridor Cities Committee shall receive a stipend of one hundred dollars (\$100) for attendance at each meeting. Each member shall be reimbursed for reasonable and necessary expenses actually incurred by such member in the conduct of business related to the purposes of this Agreement, pursuant to an expense reimbursement policy established by the Gateway Cities COG prior to such expenses being incurred.

(b) Amendments. This Agreement may be amended by written agreement of the parties hereto.

(c) Hold Harmless and Indemnification. To the fullest extent permitted by law, City and Gateway agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to

the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

(d) Party Action. Unless otherwise provided in this Agreement, any action of a party required or authorized in this Agreement shall be by appropriate legislative action of the governing body of such party.

(e) Notice. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed as set forth below, and shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent in the aforesaid manner:

To Gateway: Gateway Cities Council of Governments  
16401 Paramount Boulevard  
Paramount, CA 90723  
Attention: Nancy Pfeffer, Executive Director

To City: City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Attention: Raymond R. Cruz, City Manager

(f) Waiver. Waiver by a party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

(g) Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation



between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

(h) No Presumption in Drafting. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply.

(i) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

(k) Litigation/Proceeding Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

(l) Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a party.

(m) Assignment and Delegation. Neither party shall assign any rights nor delegate any duties under this Agreement without the written consent of the other party.

(n) Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

(o) Execution. The legislative bodies of the parties hereto each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed the day and year first written above.

CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Juanita Trujillo, Mayor

ATTEST:  
Janet Martinez, City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard L. Adams, Assistant City Attorney

GATEWAY CITIES COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
Fernando Dutra, President

ATTEST:

\_\_\_\_\_  
Nancy Pfeffer, Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Ivy M. Tsai, Legal Counsel

## **Attachment A**

### **Florence Avenue Corridor Study Scope of Work and Budget**

## **ATTACHMENT A**

### **Project Sponsor:**

Gateway Cities Council of Governments

### **Project Name:**

Florence Avenue Corridor Complete Street Evaluation and Master Plan

## **Scope of Work**

### **Introduction**

The Gateway Cities Council of Governments (GCCOG) will conduct the Florence Avenue Corridor Complete Street Evaluation and Master Plan study, with most of the funding provided by Metro and limited funding provided by the participating Cities.

The Florence Avenue Corridor is a major regional East-West travel corridor through the Gateway Cities sub-region of Los Angeles County. Recent studies have identified the Florence Avenue corridor as deficient in many locations, with a wide range of technical deficiencies. Identified issues along the Florence Avenue corridor include future 2035 volume/capacity failure, 2035 Average Daily Traffic (ADT) volume failure, vehicular delay, high accident/collisions rates, poor Level of Service (LOS), high truck volumes, and poor freeway ramps operations.

The study will evaluate the Florence Avenue corridor east of the I-110 freeway (Wilmington Ave/ Florence) to the I-605 freeway, traversing through unincorporated Los Angeles County, Huntington Park, Bell Gardens, and into Downey and Santa Fe Springs for complete street. Two concepts to be considered include 1) the Florence Avenue Corridor as a "Complete Street", and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges as well as project benefits so that potential funding partners could understand the holistic context of the improvements. Evaluation analysis will include the traffic conditions and Levels of Service from the approved GCCOG Strategic Transportation Plan (STP), truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options. The study would require participation and consensus from all stakeholders, including unincorporated Los Angeles County, Huntington Park, Bell Gardens, Downey, and Santa Fe Springs, on the general consistency and aesthetic theme of the corridor.

The study scope of work is detailed below.

### **Responsible Parties**

The study will be led by GCCOG, with participation from the Corridor Cities via an implementation agreement. A grant from Metro for \$200,000 will be the primary funds used to complete the effort, with an additional \$80,000 in match funds from the participating agencies. Figure 1, includes a map of the Corridor including the linear miles and anticipated local match contributions.



## **Project Goals and Objectives**

The goal of this study is to provide a master plan that if implemented improves the Florence Avenue Corridor, via a balanced, comprehensive multimodal transportation system that enhances sustainability of the communities it serves and addresses local and regional transportation needs and issues. The Complete Street Master Plan deliverable is expected to lead to programming and implementation of the transportation improvements of complete streets. Specific goals include improving multimodal mobility and access, promote and preserve multimodal transportation system, improve safety and security, foster livable and healthy communities, promote social equity and environmental justice, improve the air quality, and support economic vitality and quality of life of its communities.

Objectives include:

- Identify improvements to reduce transportation related greenhouse gases
- Identify concepts to creating sustainable communities
- Identify and develop community to school or safe routes to school plans
- Identify and develop complete street plans and streetscapes plans
- Identify and develop bike and pedestrian safety enhancement plans
- Identify traffic calming and safety enhancements opportunities
- Evaluate for Corridor enhancements for multimodal mobility, access, safety, and linkages
- Evaluate transit improvement opportunities to preserve transit facilities and optimize transit infrastructure
- Evaluate accessibility and connectivity of the multimodal transportation network
- Identify opportunities for health equity transportation that support environmental justice in a transportation related context

All deliverables rendered under this contract shall be in accordance with each task description outlined under the Scope of Services.

## **Scope of Services**

### **I. Task 1: Project Management and Administration**

#### **a. Project Initiation**

The GCCOG will hold a kick-off meeting with the Cities and Metro to discuss the project scope of work, goals and objectives. A meeting agenda, minutes and action items listing will be produced.

#### **b. Project Administration**

The GCCOG will submit complete invoice packages to Metro based on existing/status quo protocol. The progress report will contain the following components:

1. Executive summary
2. Description of the tasks or deliverables completed
3. Management issues, including status, resolution and action items
4. Project task schedule describing percentages of completeness of each task
5. Schedule and schedule tracking narrative

6. List of deliverable items
7. Dollar amount for which payment is requested.

c. **Project Management**

The GCCOG will complete the project including the technical tasks included in this scope as well as the Project Management of the overall project. Figure 2, indicates the budgeted resources and hours. Figure 3, indicates the project schedule.

**II. Task 2: Review Existing Documentations**

The GCCOG will gather all relevant document and literature for review and summarize useful information and findings relating to the Corridor, including the STP, relevant transit plans, relevant agency land use plans, and relevant as-builts.

Deliverable: Technical memo/ summary report listing documents reviewed.

**III. Task 3: Corridor Evaluation Documentations**

a. **Existing Conditions Corridor Evaluation and Analysis**

The GCCOG will conduct thorough existing conditions analysis by identifying opportunities and constraints for the multimodal Corridor. This is partially obtained via a 1-on-1 meeting with each agency, which will be documented in the report. Evaluation analysis could include the current traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.

b. **Future Conditions Corridor Evaluation and Analysis**

The GCCOG will use data and information from recent studies on future conditions along the project Corridor and conduct thorough future conditions analysis for the multimodal Corridor. Evaluation analysis would include the 2035 traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.

Deliverable: Technical memo/ summary report regarding the existing conditions, constraints, opportunities.

**IV. Task 4: Conduct Complete Streets Needs Analysis**

The GCCOG will conduct a detailed needs analysis for complete streets and multimodal Corridor development, along with identifying constraints/opportunities.

Deliverable: Technical memo/ summary report regarding the needs and along with providing recommendations for consideration based on the constraints and opportunities.

**V. Task 5: Community and Stakeholder Outreach**

**a. Stakeholder and Community Outreach**

The GCCOG will coordinate meetings to discuss project with various stakeholder agencies. The GCCOG will also conduct stakeholder outreach after developing the concept alternatives and after the development of the draft Master Plan.

The GCCOG will develop a workshop to introduce the project to the public, define project parameters, inform community of project opportunities and constraints, and solicit opinions from the community. The GCCOG will also conduct community outreach after developing the concept alternatives and after the development of the draft Master Plan.

Deliverable: Coordinate and attend Meetings and a coordinate and conduct a Workshop.

**VI. Task 6: Complete Streets Implementation Alternatives**

**a. Develop Alternatives**

Based on the existing and future conditions evaluation and the stakeholder/community input, the GCCOG will develop alternative concepts for complete street implementation, and will include plans, sketches, and photos.

Two primary alternatives considered include 1) the Florence Avenue Corridor as a "Complete Street" in an "unconstrained" condition to quantify the high level engineering and feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges as well as project benefits so that potential funding partners could understand the holistic context of the improvements.

Deliverable: Develop concepts and exhibits, via alternatives, to support the needs identified.

**VII. Task 7: Prepare Conceptual Complete Streets Plan**

Based on the preferred design alternative chosen in the stakeholder and community outreach efforts and discussions with the Cities, the GCCOG will develop a draft Concept Master Plan.

Deliverable: Develop concept plan to incorporate into the Draft Report. This is the first step in creating the Draft Report.

**VIII. Task 8: Develop Conceptual Design Alternatives for Complete Streets Plan with Cost Estimates**

The GCCOG will develop conceptual design alternatives with cost estimates. Illustrations will be made in plan view, as street cross sections, and as sketches.

Deliverable: Develop cost estimates to accompany the concept alternative preferred, to incorporate into the draft Report.

**IX. Task 9: Presentation to Committees and City Councils, Describing Quantified and Other Benefits**

The GCCOG will prepare and present PowerPoint presentations to Committees and City Councils, describing quantified and other benefits.

Deliverable: Develop presentations and present as needed.

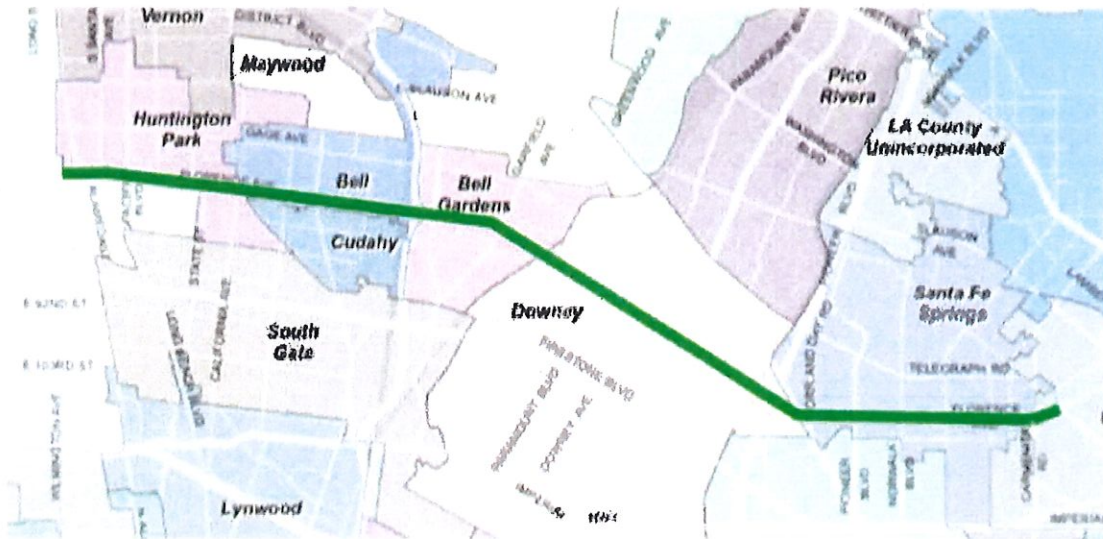
**X. Task 10: Finalize Conceptual Design of Complete Streets Master Plan with Needed Delivery Schedule for Preliminary Engineering, Design, and Construction**

The GCCOG will finalize the Master Plan, with proposed implementation schedule concepts indicating funding opportunities to leverage.

Deliverable: Prepare final report for approval by the Corridor Committee.

Figure 1.

## Florence Avenue Corridor



		<b>\$200K Grant from Metro Difference in Level of Effort - GCCOG Staff Effort</b>	
<b>Jurisdiction</b>	<b>Linear Miles Through Jurisdiction</b>		<b>\$80,000.00</b>
Unincorporated LA	1.25	\$	8,403.36
Huntington Park	1.75	\$	11,764.71
Cudahy	0.125	\$	840.34
Bell	1.875	\$	12,605.04
Bell Gardens	1.25	\$	8,403.36
Downey	3.15	\$	21,176.47
SFS	2.5	\$	16,806.72
<b>Total Corridor Miles</b>	<b>11.9</b>	<b>\$</b>	<b>80,000.00</b>





# *City of Santa Fe Springs*

## *City Council Meeting*

ITEM NO. 18

July 25, 2019

### **NEW BUSINESS**

Amendment Number One to Agreement for Child Development Services with the California Department of Education (CDE) for Fiscal Year 2018-2019

#### **RECOMMENDATIONS**

- Approve Resolution No. 9643 for Amendment Number One to contract CSPP-8170 with the California Department of Education adjusting the Maximum Reimbursement Amount (MRA) from \$662,905.00 to \$698,538.00; and
- Authorize the Mayor to execute Amendment Number One to contract CSPP-8170.

#### **BACKGROUND**

On June 14, 2018, the City Council approved Resolution No. 9587 for the renewal of Contract CSPP-8170 with the California Department of Education (CDE) for Fiscal Year 2018-2019. Pursuant to the provisions of contract CSPP-8170, the Maximum Reimbursable Amount (MRA) payable to the City was \$662,905.00 with a maximum rate per child per day of \$45.42. The contract allowed the City to provide child care and development services to eligible preschool age children through the subcontractor Options for Learning.

The CDE has notified City staff that the MRA provision of CSPP-8170 shall be amended from \$662,905.00 to \$698,538.00, which translates to a maximum rate per child per day from \$45.42 to \$47.95 for Fiscal Year 2018-2019. The funding increase of \$35,633.00 will allow the maximum reimbursement for services subcontracted through Options for Learning which concluded on June 30, 2019.

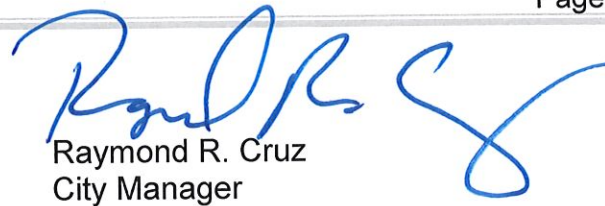
The Mayor may wish to call upon Family and Human Services Manager, Ed Ramirez, to answer any questions the Council may have regarding the amendment.

#### **LEGAL REVIEW**

The City Attorney's Office has reviewed the California Department of Education amendment.

#### **FISCAL IMPACT**

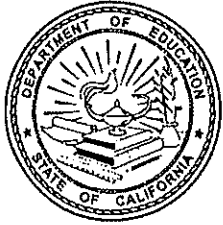
Amendment Number One to Contract CSPP-7180 has no impact on the general fund. The approval of Resolution No. 9643 and Amendment Number One will allow the City to receive the additional \$35,633.00 funding for maximum reimbursement for services subcontracted through Options for Learning.



Raymond R. Cruz  
City Manager

Attachments:

1. California Department of Education, Local Agreement for Child Development Services, Contract Number: CSPP-8170, FY 18-19
2. California Department of Education, Local Agreement for Child Development Services, Contract Number: CSPP-8170, FY 18-19, Amendment 01
3. Resolution No. 9643



**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • [WWW.CDE.CA.GOV](http://WWW.CDE.CA.GOV)

**Attention: EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS**

**Subject: EXECUTED CHILD DEVELOPMENT CONTRACT**

Enclosed for your records is one fully executed copy of your child development contract. Should you have any questions regarding your executed contract, please submit an email to [CHILDDVELOPMENTCONTRACTS@cde.ca.gov](mailto:CHILDDVELOPMENTCONTRACTS@cde.ca.gov).

Thank you,

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

Nikki Gracey, Manager  
Child Development Contracts

Enclosures



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

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

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

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

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

**Service Requirements**

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

Minimum Days of Operation (MDO) Requirement 248

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

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

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

Department of General Services  
use only

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-8170

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

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

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

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

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




## RESOLUTION

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

### RESOLUTION

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

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

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

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

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

  
(Clerk's signature)

June 14, 2018


(Date)

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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


### CERTIFICATION

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

CCC 04/2017

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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



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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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



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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CO-8 (REV. 3/07)

## FEDERAL CERTIFICATIONS

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

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

#### 1. LOBBYING

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

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

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

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

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11710 Telegraph

Santa Fe Springs, LA County CA 90670

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

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

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

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


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

**ENVIRONMENTAL TOBACCO SMOKE ACT**

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

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

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

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

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 18 - 19****Amendment 01****JCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act

DATE: July 01, 2018CONTRACT NUMBER: CSPP-8170PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAMPROJECT NUMBER: 19-2194-00-8CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

This agreement with the State of California dated July 01, 2018 designated as number CSPP-8170 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$662,905.00 and inserting \$698,538.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.42 and inserting \$47.95 in place thereof.

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 14,595.0 and inserting 15,567.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 248. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 35,633	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 662,905	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 698,538	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-8170

*Amendment 01*

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

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

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 24,683	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 460,471	(OPTIONAL USE)0656 23038-2194	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 485,154	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A STATUTE 2018 FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,950	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 134,637	(OPTIONAL USE)0656 23254-2194	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 145,587	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A STATUTE 2018 FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590	

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



**RESOLUTION NO. 9643**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AUTHORIZING APPROVAL OF AMENDMENT NUMBER ONE TO CONTRACT CSPP-8170 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENTAL SERVICES TO PRESCHOOL AGE CHILDREN IN FISCAL YEAR 2018-2019.**

**WHEREAS**, the City Council of the City of Santa Fe Springs certifies the approval of Amendment Number One to contract CSPP-8170 with the California Department of Education where the Maximum Reimbursable Amount (MRA) shall be amended by deleting reference to \$662,905.00 and inserting \$698,538.00 in place thereof.

**WHEREAS**, the MRA per child per day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.42 and inserting \$47.95 in place thereof.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santa Fe Springs authorize approval of Amendment Number One to Contract CSPP-8170 and authorize the Mayor of the City of Santa Fe Springs, Juanita Trujillo, to sign the Amendment.

**APPROVED and ADOPTED** this 25<sup>th</sup> day of July, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Juanita Trujillo, Mayor

ATTEST:

---

Janet Martinez, CMC, City Clerk



## ***City of Santa Fe Springs***

***City Council Meeting***

**ITEM NO. 19**

***July 25, 2019***

### **NEW BUSINESS**

Amendment Number One to Santa Fe Springs City Library Café Libro Concession Agreement with Tierra Mia Coffee Company

#### **RECOMMENDATION**

- Approve Amendment Number One with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.
- Authorize the Director of Finance and Administrative Services to execute Amendment Number One with Tierra Mia Coffee Company.

#### **BACKGROUND**

The Tierra Mia Coffee Company has provided concession services in the Café Libro area of the City Library under a one-year concession agreement every year since 2010. The current one-year concession agreement that was approved by City Council on July 12, 2018, ends on July 31, 2019.

Currently, the Tierra Mia Coffee Company management is auditing its services at the location and asked to delay the one-year agreement with the City of Santa Fe Springs until the audit's completion. Consequently, Amendment Number One to the Concession Agreement would extend the length of the existing agreement on a month-to-month basis. Staff will return to City Council with an update on this matter.

#### **LEGAL REVIEW**

The City Attorney has reviewed the proposed lease agreement.

#### **FISCAL IMPACT**

The fiscal impact will be the continued revenue generated from the collection of rental fees of \$300 per month.

#### **INFRASTRUCTURE IMPACT**

Tierra Mia Coffee Company provides a valuable amenity to the overall Library experience for patrons and the community at large.

Raymond R. Cruz  
City Manager

#### **Attachment(s):**

Attachment No. 1 – Amendment Number One to Café Libro Concession Agreement  
Attachment No. 2 – Concession Agreement between City of Santa Fe Springs and Tierra Mia Coffee Company for July 12, 2018 through July 31, 2019

**Amendment Number One  
to City of Santa Fe Springs Library  
Café Libro Concession Agreement**

This Amendment Number One ("Amendment") is made and entered into this 25<sup>th</sup> day of July, 2019 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Tierra Mia Coffee Company, a California corporation ("Concessionaire").

WHEREAS, on August 1, 2018, the City and Concessionaire entered into a Concession Agreement wherein the City granted Concessionaire a café concession for the purpose of operating a café service in the Santa Fe Springs Library ("Agreement"); and

WHEREAS, the City and Concessionaire desire to amend the Agreement to extend the term on a month-to-month basis upon the expiration of the term set forth in Section 5 of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 5 of the Agreement is amended to extend the term on a month-to-month basis beginning on August 1, 2019. The monthly rent during the extended term shall be \$300.00.

2. Section 30 of the Agreement is deleted in its entirety and replaced with the following:

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS  
COMPANY

TIERRA MIA COFFEE

\_\_\_\_\_  
Juanita A. Trujillo, Mayor

\_\_\_\_\_  
By:

Date: \_\_\_\_\_  
\_\_\_\_\_

Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

ATTEST:

---

Janet Martinez, City Clerk

**City of Santa Fe Springs Library  
Café Libro**

**CONCESSION AGREEMENT**

This Concession Agreement is made and entered into this 1st day of August, 2018, by and between the CITY OF SANTA FE SPRINGS, a body corporate and politic, hereinafter referred to as the "City," and TIERRA MIA COFFEE COMPANY, A CALIFORNIA CORPORATION, hereinafter referred to as the "Concessionaire."

**WITNESSETH THAT:**

WHEREAS, the City owns a café concession at its Library, 11700 Telegraph Road, Santa Fe Springs, California and,

WHEREAS, the City has determined that the best interest and welfare of the City would be served by the granting of a café concession to the Concessionaire for the purpose of operating a café service located in said Library, and

WHEREAS, the Concessionaire is desirous of receiving a grant of concession from the City upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions hereinafter contained, the parties do hereby agree as follows:

1. The City hereby grants to the Concessionaire the right to the use and operation of a cafe service concession in the Café Libro service area at Library located at 11700 Telegraph Road, Santa Fe Springs, California, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A" attached hereto and by reference incorporated herein as a part hereof.
2. The Concessionaire shall have the privilege of operating a cafe and refreshment concession at said café, conditional to compliance by Concessionaire with all rules and regulations of the City concerning the operation thereof and the provisions of this Agreement.
3. For the purpose of this Agreement, the "cafe and refreshment concession" shall be deemed to include coffee, pastries, candy, and beverages, and other items expressly approved by the City.
4. The Concessionaire agrees that the sale, use of, or possession of beer or other alcoholic beverages during service hours or otherwise on the premises is expressly prohibited.
5. The term of this Agreement shall be for a One (1)-year period, **August 1, 2018 through July 31, 2019**. This Agreement may be renewed if both parties agree to mutually acceptable changes to the terms and conditions of this agreement.



6. During the twelve months of this Agreement, effective August 1, 2018, the City will charge the Concessionaire a rental amount of \$300.00 per month.
7. The Concessionaire hereby agrees that all items offered for sale by the Concessionaire shall first be approved by the City or its Library Services Division Director or other duly authorized representatives, and that thereafter the Concessionaire shall not alter the price of any item sold without notification to the City or its Library Services Division Director.
8. The Concessionaire agrees to keep said concession open during the dates and hours of opening and closing specified by the City and its Library Services Division Director.
9. The Concessionaire agrees to pay the cost of a phone line necessary to the operation of the concession.
10. The Concessionaire will market and promote the business at its own expense.
11. The Concessionaire agrees it will maintain the premises in a neat, clean, and sanitary condition, in accordance with guidelines specified in Exhibit "B" attached hereto and by reference incorporated herein as a part hereof. The Concessionaire further agrees that said premises shall at all times be open to inspection by the proper public authorities and the Library Services Division Director or other duly authorized representatives of the City. The City retains the right to close the concession if the Concessionaire receives less than an "A" rating from the Los Angeles Health Department in its annual inspection or if the City or its Library Services Division Director determines that the Concessionaire has not maintained the premises as stipulated in Exhibit "B."
12. The use of profane or indecent language is strictly prohibited, and boisterous, loud, or unsuitable conduct on the part of the Concessionaire, his agents or employees, is likewise strictly prohibited. Any violation of the rules and regulations of the City shall be sufficient cause for termination of this Agreement without compensation or payment of damages to the Concessionaire.
13. The Concessionaire agrees to comply with all City and County laws, rules and regulations, laws of the State of California, and laws of the United States of America, insofar as the same or any of them are applicable hereto.
14. The Concessionaire agrees that competent persons will be in attendance on the premises at all times, and that one person will at all times be in charge of the concession, and the Library Services Division Director shall be notified of the person in charge of the concession.
15. The Concessionaire agrees that it will not, in the operation of said concession, interfere in any way with the general use of the Library or other facilities provided by the City, and the Concessionaire agrees that neither it nor its employees or agents will interfere with the public use and enjoyment of the Library.
16. The Concessionaire agrees that it will not permit disorderly persons to loiter about the premises used by him in the operation of this concession.

17. The City shall maintain the premises as set forth and described in Exhibit "A."
18. The Concessionaire agrees to provide all necessary equipment needed in the operation of said concession not otherwise furnished by the City as set forth and described in Exhibit "A."
19. The Concessionaire shall have the right to install a security camera system within the concession area. Prior to installation, the Concessionaire agrees to provide to the City's Police Services Department product specifications, installation requirements, and proposed equipment locations. The City's Police Services Department will review and approve the proposed security camera system, and also any future proposed modifications to the system. The City's Public Works Department will coordinate, schedule and monitor installation of the proposed security camera system, and also the installation of any future modifications to the system.
20. The Concessionaire shall be solely responsible for the installation, operation, and maintenance of the security camera system. In case of a power failure, the City will not be held responsible for the operation of the system. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of the installation and operation of the security camera system.
21. The Concessionaire acknowledges that it has thoroughly examined the premises to be operated by him under this Agreement, and that he knows the conditions thereof. The Concessionaire further agrees to accept said premises in the condition in which they are upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that the City shall not be required at any time to make any improvements, alterations, changes, repairs, or replacements of any of the structures or facilities to be used by the Concessionaire, except as provided in Exhibit "A." The Concessionaire further agrees that it will not make any changes, additions, or alterations of any kind in the premises used or occupied by him without the written consent of the City or its Library Services Division Director. The Concessionaire further waives any right to require the City to make repairs at the cost of the City, which the Concessionaire might otherwise have under the laws of the State of California, or otherwise, except as provided in Exhibit "A."
22. If the premises operated by the Concessionaire shall be so damaged by fire, earthquake, casualty, war, insurrection, riot, or public disorder, or any other cause or happening, as to be substantially destroyed to such an extent that the same cannot be used or operated by the Concessionaire, then this Agreement, at the option of either party, shall immediately cease and terminate. However, at the option of the City, if the premises shall be only partially destroyed, the City may restore the premises to their prior condition, and the Concessionaire shall be obligated to continue operation of the concession upon completion of necessary repairs.
23. The Concessionaire shall, at its sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used during the performance of this agreement whether or not owned by Concessionaire. The Concessionaire also agrees to name the City as a Certificate Holder on his auto insurance policy during the term of this Agreement.

B. Comprehensive general liability insurance, naming the City as "Additional Insured" with a certificate naming such forwarded to the City; the policy shall maintain minimum limits of \$2,000,000 general aggregate, and \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement. Such insurance shall also protect against claims arising out of allegations of food poisoning and similar claims.

C. Workers' compensation insurance covering the Concessionaire and all his employees as required by the State of California.

The aforesaid policies shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

Any aggregate insurance limits must apply solely to this Agreement.

Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company with equal financial stability that is approved by the City's Risk Manager.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Concessionaire does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

24. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operations of the Concessionaire hereunder, or which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of the Concessionaire, or any of his agents or employees, or any act of omission to act on the part of said Concessionaire, his agents, or employees, including breach of implied warranties of fitness or merchantability or food and beverages sold by the Concessionaire, and including the maintenance by the Concessionaire of any defective or dangerous condition of the premises.

25. The Concessionaire agrees to pay all taxes, including sales taxes, excise taxes, personal property taxes, business operations tax certificate, and taxes on the Concessionaire's property or facilities use upon and located upon the premises of the City, and the Concessionaire shall pay any and all taxes which may be levied on the Concessionaire in said real property upon which the concession facilities are located.
26. The Concessionaire agrees that no sign or advertising matter of any kind shall be displayed on or near the outside of the building used and occupied by the Concessionaire, unless first approved by the Library Services Division Director.
27. The Concessionaire agrees that upon the expiration of the term hereof, it will peaceably vacate the premises occupied by his operations, and deliver up the same to the City in good condition, ordinary wear and tear, damage by disaster and the element excepted.
28. The Concessionaire agrees that it will not, without the prior written consent of the City, sublet the premises, or any part thereof, nor assign, hypothecate or mortgage this Agreement.
29. This Agreement shall terminate immediately upon the occurrence of any of the following conditions:
  - (a) Upon the death of the Concessionaire's principal owner;
  - (b) Upon the filing of a voluntary petition in bankruptcy by the Concessionaire;
  - (c) Upon any court taking jurisdiction of the Concessionaire and its assets pursuant to proceedings brought under any Federal reorganization act or any receiver of the Concessionaire's assets who may be appointed for said purpose;
  - (d) Upon the Concessionaire's making any general assignment of its assets for the benefit of creditors;
  - (e) Upon the nonperformance by the Concessionaire of any of the covenants, conditions, or agreements herein above contained, and after written notice of the grounds for said termination has been delivered by the City to the Concessionaire.
30. In the event the City wishes to terminate this Agreement because of breach of any of the obligations, covenants, conditions, or agreement herein contained, the City will give the Concessionaire 30 days notice to correct the deficiency. If such corrections are not satisfactorily made within 30 days then the City may take possession of the premises at the end of 30 days.
31. The parties hereby agree that in the event the Concessionaire shall be prevented from occupying or using the said premises, or shall be prevented from conduction or operating his business or said premises by any final action, order of ruling of Federal or State authorities, then the Concessionaire may, at its option, cancel this agreement by written notice to the City, and said agreement shall become canceled and terminated 30 days after the mailing or delivery thereof.
32. Notice desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended, and by depositing such envelope, with postage prepaid, in the United States Post Office, or any substation

thereof, or any public letter box and any such notice and the envelope containing the same shall be addressed to the Concessionaire at 11700 Telegraph Road, Santa Fe Springs, CA 90670 or such other place as may here after be designated in writing by the Concessionaire, and notices and the envelope containing the same to the City shall be addressed or delivered to the Library Services Division Director, City of Santa Fe Springs, 11710 East Telegraph Road, Santa Fe Springs, CA 90670. All such notices so given shall have the same force and effect as if delivered personally, and shall be deemed to have been given on the date when the same are delivered or are so deposited in a post office, substation, or public letter box, as aforesaid.


33. The contents of Exhibits "A" and "B" are incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, below, as of the date first set forth above.

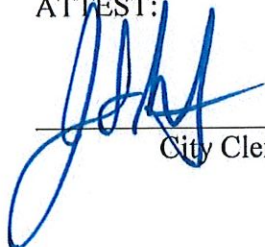
CITY OF SANTA FE SPRINGS

By  \_\_\_\_\_  
Mayor

CONCESSIONAIRE

By  \_\_\_\_\_  
COO & General Counsel,  
Tierra Mia Coffee Company

ATTEST:

 \_\_\_\_\_  
City Clerk



## EXHIBIT "A"

### LIBRARY CAFÉ LIBRO CONCESSION TERMS SUMMARY OF CITY RESPONSIBILITIES

The City will:

1. Maintain the plumbing, electrical system, roof, exterior wall, interior walls, exterior doors, exterior door hardware, and kitchen appliances owned by the City. Said appliances include:
  - (a) Espresso Machine
  - (b) Microwave
  - (c) Ice Machine
  - (d) Reach-in Refrigerator/Freezer
  - (e) Under-Counter Refrigerator
  - (f) Front Service Counter with Display Case
  - (g) Cup Dispenser, Scullery Sink, Faucets, Overhead Cabinets, Wall Shelf, Service counter with Sink, Trash Receptacle.
2. Provide access to the café and its equipment, as well as overnight and weekend storage.
3. Provide utilities except for phone.

## EXHIBIT "B"

### SUMMARY OF CONCESSIONAIRE'S RESPONSIBILITIES

1. Use of high quality coffee and pastries. Maintain cafe facility and its appliances at the highest level of cleanliness, and in accordance with County of Los Angeles Health Dept. Codes. Strive for fast and friendly service.
2. Notify the City of changes to menu plan and prices.
3. Provide a telephone line, separate from the Library phone service, for use in the concession by Concessionaire's representatives.
4. Operate a café service concession during Library open hours.
5. Submit to the City for approval all plans for graphics, advertisements, or signs that relate to the café food concession.
6. Provide and supervise employees in the concession who are acceptable to the Library Services Division Director or her designated representatives.
7. Keep the kitchen area and condiment counter clean and in compliance with City and County sanitation and safety regulations. Remove trash from the kitchen area at the end of operating hours.
8. Provide the City with County inspection notices and rating information.
9. The Concessionaire will be responsible for routine supervision, cleaning, and trash removal with the Café Libro seating area within the Library.
10. The Concessionaire is required to maintain a City business license, Los Angeles County Department of Health Permit, and all required compliance documentation for this type of service.



## ***City of Santa Fe Springs***

Regular City Council Meeting

**ITEM NO. 20**

July 25, 2019

### **NEW BUSINESS**

Appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

#### **RECOMMENDATION**

Appoint a Santa Fe Springs representative to the Board of Trustees of the Greater Los Angeles County Vector Control District to fill the current unexpired term plus an additional 2 or a 4 year term commencing on January 1, 2020.

#### **BACKGROUND**

The Greater Los Angeles County Vector Control district has notified us that the City's current representative, Louie Gonzalez has resigned as of June 13, 2019. Therefore, the City Council will need to appoint a new trustee to fill the current unexpired term plus an additional 2- or 4-year term commencing on January 1, 2020. The representative appointed to the Board of Trustees must be a resident of the City of Santa Fe Springs.

Raymond R. Cruz  
City Manager

#### **Attachments:**

1. Letter from Greater Los Angeles County Vector Control District
2. Copy of Resignation Email
3. Excerpt from California Health and Safety Code – Section 2022

# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670  
Office (562) 944-9656 Fax (562) 944-7976  
Email: [info@glacvcd.org](mailto:info@glacvcd.org) Website: [www.glacvcd.org](http://www.glacvcd.org)

## PRESIDENT

*Barú Sánchez, Cudahy*

## VICE PRESIDENT

*Steven Appleton, Los Angeles City*

## SECRETARY-TREASURER

*Heidi Heinrich, Santa Clarita*

## GENERAL MANAGER

*Truc Dever*

June 25, 2019

### ARTESIA

*Melissa Ramoso*

### BELL

*Ali Saleh*

### BELL GARDENS

*Pedro Aceituno*

### BELLFLOWER

*Sonny R. Santa Ines*

### BURBANK

*Dr. Jeff D. Wassem*

### CERRITOS

*Mark W. Bollman*

### CARSON

*Elito M. Santarina*

### COMMERCE

*Leonard Mendoza*

### DIAMOND BAR

*Steve Tye*

### DOWNEY

*Robert Kiefer*

### GARDENA

*Dan Medina*

### GLENDAL

*Jerry Walton*

### HAWAIIAN GARDENS

*Luis Roa*

### HUNTINGTON PARK

*Marilyn Sanabria*

### LA CAÑADA FLINTRIDGE

*Leonard Pieroni*

### LA HABRA HEIGHTS

*Catherine Houwen*

### LAKEWOOD

*Steve Croft*

### LA MIRADA

*Larry P. Mowles*

### LONG BEACH

*Emily Holman*

### LOS ANGELES COUNTY

*Steven A. Goldsworthy*

### LYNWOOD

*Salvador Alatorre*

### MAYWOOD

*Ricardo Lara*

### MONTEBELLO

*Avik Cordeiro*

### NORWALK

*Leonard Shryock*

### PARAMOUNT

*Dr. Tom Hansen*

### PICO RIVERA

*Raul Elias*

### SAN FERNANDO

*Jesse H. Avila*

### SAN MARINO

*Scott T. Kwong*

### SANTA FE SPRINGS

*VACANT*

### SIGNAL HILL

*Robert D. Copeland*

### SOUTH EL MONTE

*Hector Delgado*

### SOUTH GATE

*Denise Diaz*

### WHITTIER

*Josué Alvarado*

Honorable Mayor and Members of the City Council

City of Santa Fe Springs

11710 Telegraph Road

Santa Fe Springs, CA 90670

Re: Appointment of representative of the Greater Los Angeles County Vector Control District Board of Trustees

Honorable Body:

This correspondence is to inform you that we now have a vacancy for the position of Santa Fe Springs representative to the Board of Trustees of the Greater Los Angeles County Vector Control District. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider appointing a new Trustee to fill the unexpired term on our Board ending January 1, 2020. The City may also consider at this time, appointing a representative to fill the current **unexpired term plus an additional 2 or 4 year term** which would then begin on January 1, 2020. **Please note, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e. a-e). Subsections a and b require that **each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body.** Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the District's general board meetings held monthly on the 2<sup>nd</sup> Thursday of the month. Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.



Please make your appointment as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Anais Medina Diaz, Public Information Officer at 562-944-9656 ext. 511

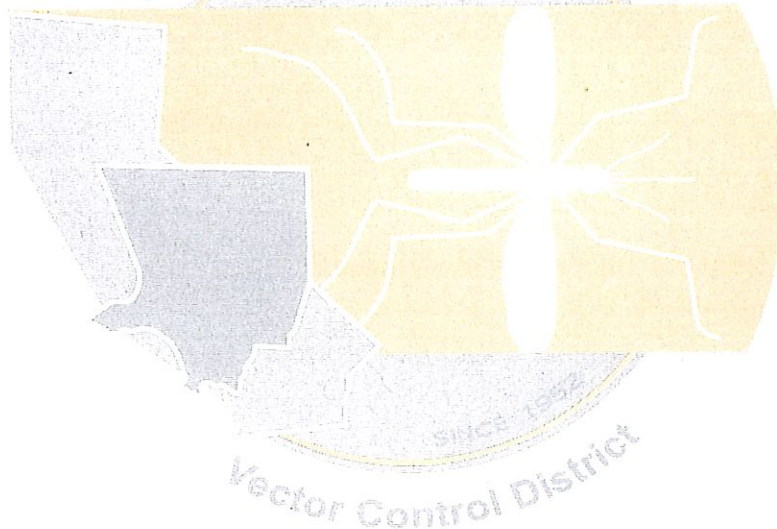
Sincerely,



Truc Dever  
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC & Resignation e-mail dated June 14<sup>th</sup> 2019

Cc: City Manager  
City Clerk





**Resignation e-mail sent by Trustee Gonzales 6/14/2019**

**From:** Luis Gonzalez

**Date:** June 14, 2019 at 1:02:31 PM PDT

**To:** Kelly Middleton <[kmiddleton@glacvcd.org](mailto:kmiddleton@glacvcd.org)>

**Subject:** Re: GLACVCD Risk Management Committee Meeting - June 13, 2019

Dear Kelly and Truc,

As discussed, I am vacating my appointment to the board. It was a pleasure being on the board!

Thank you! Louie Gonzalez

On Jun 7, 2019, at 2:44 PM, Kelly Middleton <[kmiddleton@glacvcd.org](mailto:kmiddleton@glacvcd.org)> wrote:

## California Health and Safety Code

### 2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

### 2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.



## City of Santa Fe Springs

City Council Meeting

ITEM NO. 21

July 25, 2019

### **NEW BUSINESS**

Appointment of Delegate and Alternate Delegate to the Annual Business Meeting of the League of California Cities

#### **RECOMMENDATION:**

Appoint a Delegate and Alternate Delegate for the Annual Business Meeting of the League of California Cities on October 18, 2019.

#### **BACKGROUND**

The League of California Cities Annual Conference is scheduled from October 16-18, 2019, in Long Beach, California. One very important aspect of the annual conference is the Annual Business Meeting where membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in its efforts to improve the quality, responsiveness, and vitality of local government in California. The Annual Business Meeting will be held on October 18, 2019, at the Long Beach Convention Center.

The City Council must designate a Delegate and an Alternate in order to enable the City to vote at the Business Meeting.

Raymond R. Cruz  
City Manager

#### **Attachment:**

League of California Cities Letter



Council Action Advised by August 30, 2019

June 10, 2019

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form





## **Annual Conference Voting Procedures**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**CITY:** \_\_\_\_\_

**2019 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Friday, October 4, 2019**

League of California Cities  
**ATTN: Darla Yacub**  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: [dyacub@cacities.org](mailto:dyacub@cacities.org)  
(916) 658-8254



## ***City of Santa Fe Springs***

City Council Meeting

**ITEM NO. 28A**

*July 25, 2019*

### **PRESENTATION**

Presentation of 2019 Miss Santa Fe Springs Pageant Queen and Princesses

#### **RECOMMENDATION:**

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

### **BACKGROUND**

The Miss Santa Fe Springs pageant was held on April 26, 2019 at the Clarke Estate under the direction of pageant director, Monique Gutierrez. All of the young ladies from local high schools in the community that participated in the pageant were able to receive small scholarships. That evening, a queen and four princesses were crowned, each young lady that was awarded had a background of countless hours of volunteer service and held a 3.5 grade point average or higher.

- 2019 - 2020 Queen – Emily Coppin
- Princess – Tymarie Hutchinson
- Princess – Jazmine Duque
- Princess – Jazmyn Ramirez
- Princess - Julia Brener

A blue ink signature of Raymond R. Cruz, written in a cursive style.

Raymond R. Cruz  
City Manager

#### **Attachment(s):**

None





## City of Santa Fe Springs

City Council Meeting

ITEM NO. 29A

July 25, 2019

### APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	2	Rounds
Beautification	5	Rodriguez
Beautification	2	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Mora
Family & Human Services	2	Rodriguez
Historical	3	Mora
Historical	2	Rodriguez
Historical	2	Zamora
Historical	1	Rounds
Historical	3	Trujillo
Parks & Recreation	1	Mora
Parks & Recreation	2	Zamora
Parks & Recreation	1	Rounds
Parks & Recreation	3	Trujillo
Senior	3	Mora
Senior	1	Zamora
Senior	4	Trujillo
Sister City	1	Mora
Sister City	3	Rodriguez
Sister City	3	Zamora
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership Committee	3	Rounds
Youth Leadership Committee	1	Rodriguez

**Applications Received:** None

**Recent Actions:** None

Raymond R. Cruz  
City Manager

#### Attachments:

1. Prospective Members
2. Committee Lists

Report Submitted by: Janet Martinez  
City Clerk

Date of Report: July 17, 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**

**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
<b>Mora</b>	Juliet Ray	(20)
	Guadalupe Placencia	(21)
	Francis Carbajal	(20)
	Eileen Ridge	(21)
	Jeannie Hale	(21)
<b>Zamora</b>	Annette Ramirez	(20)
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
<b>Rounds</b>	<b>Vacant</b>	(20)
	Jeanette Lizaraga	(20)
	Mary Arias	(21)
	Marlene Vernava	(21)
	<b>Vacant</b>	(21)
<b>Rodriguez</b>	<b>Vacant</b>	(20)
	<b>Vacant</b>	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
<b>Trujillo</b>	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	<b>Vacant</b>	(21)
	Debra Cabrera	(21)
	Kay Gomez	(20)

*\*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
<b>Mora</b>	Martha Villanueva	(20)
	<b>Vacant</b>	(20)
	Miriam Herrera	(21)
<b>Zamora</b>	Gaby Garcia	(20)
	Tina Delgado	(21)
	Gilbert Aguirre	(21)
<b>Rounds</b>	Dolores Duran	(20)
	Janie Aguirre	(21)
	Peggy Radoumis	(21)
<b>Rodriguez</b>	<b>Vacant</b>	(20)
	<b>Vacant</b>	(20)
	Hilda Zamora	(21)
<b>Trujillo</b>	Dolores H. Romero*	(20)
	Laurie Rios	(20)
	Bonnie Fox	(21)

**Organizational Representatives:** Nancy Stowe  
(Up to 5) Evelyn Castro-Guillen  
Elvia Torres  
(SPIRITT Family Services)

*\*Indicates person currently serves on three committees*

## HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members  
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	AJ Hayes	6/30/2021
Zamora	Larry Oblea	6/30/2020
Rounds	Richard Moore	6/30/2021
Rodriguez	Francis Carbajal	6/30/2021
Trujillo	Laurie Rios	6/30/2021

### Committee Representatives

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

### Council/Staff Representatives

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

*\*Indicates person currently serves on three committees*

## HISTORICAL COMMITTEE

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

Qualifications: 18 Years of age, reside or active in the City  
Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Mora</b>	<b>Vacant</b>	(20)
	Tony Reyes	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
<b>Zamora</b>	Francis Carbajal	(21)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(20)
	Larry Oblea	(20)
<b>Rounds</b>	Linda Vallejo	(20)
	Adrianne Matte	(20)
	Mark Scoggins*	(21)
	<b>Vacant</b>	(21)
<b>Rodriguez</b>	<b>Vacant</b>	(20)
	<b>Vacant</b>	(21)
	Annette Ramirez	(20)
	Sally Gaitan	(21)
<b>Trujillo</b>	<b>Vacant</b>	(20)
	<b>Vacant</b>	(20)
	Merrie Hathaway	(21)
	<b>Vacant</b>	(21)

*\*Indicates person currently serves on three committees*

## PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Mora</b>	<b>Vacant</b>	(20)
	Adrian Romero	(21)
	William Logan	(21)
	Ralph Aranda	(21)
	Kurt Hamra	(21)
<b>Zamora</b>	Michael Givens	(20)
	Ruben Gonzalez	(20)
	Frank Aguayo, Sr.	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
<b>Rounds</b>	Kenneth Arnold	(20)
	Mary Anderson	(20)
	<b>Vacant</b>	(20)
	Tim Arnold	(21)
	Mark Scoggins*	(21)
<b>Rodriguez</b>	Rudy Lagarreta Jr.	(20)
	Priscilla Rodriguez	(20)
	Lisa Garcia	(21)
	Sylvia Perez	(20)
	David Diaz-Infante	(21)
<b>Trujillo</b>	Dolores Romero	(21)
	Andrea Lopez	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(20)

*\*Indicates person currently serves on three committees*



## PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2019
	Ron Biggs	6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernandez	6/30/2020

## PLANNING COMMISSION

updated 10/17/17

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

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

Membership: 5

### APPOINTED BY

### NAME

Mora

Ken Arnold

Rounds

Ralph Aranda

Rodriguez

Francis Carbajal

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

## SENIOR ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Mora</b>	Paul Nakamura	(20)
	Astrid Shesterkin	(21)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(20)
	<b>Vacant</b>	(20)
<b>Zamora</b>	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Josefina Lara	(20)
	Amelia Acosta	(21)
	<b>Vacant</b>	(21)
<b>Rounds</b>	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(21)
	Lorena Huitron	(21)
	Janie Aguirre	(21)
<b>Rodriguez</b>	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(21)
	Martha Villanueva	(20)
	Delia Chavez	(20)
<b>Trujillo</b>	Eduardo Duran	(20)
	<b>Vacant</b>	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)

*\*Indicates person currently serves on three committees*

## SISTER CITY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Mora</b>	Martha Villanueva	(20)
	<b>Vacant</b>	(20)
	Laurie Rios	(21)
	Peggy Radoumis	(21)
	Francis Carbajal	(21)
<b>Zamora</b>	Charlotte Zevallos	(20)
	<b>Vacant</b>	(20)
	<b>Vacant</b>	(21)
	Doris Yarwood	(21)
	<b>Vacant</b>	(21)
<b>Rounds</b>	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(20)
	<b>Vacant</b>	(20)
	<b>Vacant</b>	(21)
<b>Rodriguez</b>	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(21)
<b>Trujillo</b>	Beverly Radoumis	(20)
	Andrea Lopez	(20)
	<b>Vacant</b>	(21)
	Marcella Obregon	(21)
	<b>Vacant</b>	(21)

*\*Indicates person currently serves on three committees*

## TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

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

### APPOINTED BY

### NAME

**Mora**

Bryan Collins

**Rounds**

Johana Coca

**Rodriguez**

Felix Miranda

**Trujillo**

Linda Vallejo

**Zamora**

Nancy Romo

\*Albert Hayes removed on 7/19/17



## YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

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