



# AGENDA

## **SPECIAL MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL**

**September 10, 2019  
6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

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

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

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

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

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

**1. CALL TO ORDER**

**2. ROLL CALL**

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

**HOUSING SUCCESSOR**

**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 City Council.*

Minutes of the August 8, 2019 Housing Successor Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**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 City Council.*

Minutes of the August 8, 2019 Successor Agency Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**CITY COUNCIL**

**5. CONSENT AGENDA**

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

- a. Minutes of the August 8, 2019 Regular City Council Meeting (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.

**PUBLIC HEARING**

6. Entertainment Conditional Use Permit Case No. 16 (Police Services)

**Recommendation:**

- Open the Public Hearing and receive any comments from the public regarding Entertainment Conditional Use Permit Case No. 16, and thereafter close the Public Hearing; and
- Approve Entertainment Conditional Use Permit Case No. 16 subject to the conditions of approval contained as "Exhibit A" in Resolution No. 9646; and
- Adopt Resolution 9646, which incorporates the Planning Commission's findings and action regarding this matter.

**ORDINANCES FOR INTRODUCTION**

7. Ordinance No. 1106 – An Ordinance of the City of Santa Fe Springs Amending Section 31.13 (Powers and Duties) Of Chapter 31 (City Officials and Employees) To Provide For Signature Authority (City Attorney)

**Recommendation:**

- Read by title only, waive further reading and introduce for first reading Ordinance No. 1106 - to Amend Section 31.13 of Chapter 31 to provide signature authority for the City Manager and Department Heads.

**NEW BUSINESS**

8. Categorically Exempt – CEQA Guidelines Section 15301, Class 1 Trucking Use Time Extension No. 4 (Planning)

A request to allow the continued operation and maintenance of an existing nonconforming cross-dock freight transfer facility located at 12250 Clark Street within the M-2, Heavy Manufacturing Zone. (Crown Enterprises, Inc.)

**Recommendation:**

- Find and determine that pursuant to Section 15301, Class 1 (existing facilities), of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Grant a six (6) year extension of Trucking Use Time Extension No. 4, subject to the conditions of approval set forth in the Memorandum of Understanding.

9. Approval of Facility, Park and Equipment Use Policy (Community Services)

**Recommendation:**

- Approve the new City Facility, Park and Equipment Use Policy.

10. Resolution No. 9647 – Establishing the City's Maximum Contribution under the Public Employees' Medical and Hospital Care Act (Finance)

**Recommendation:**

- Adopt Resolution No. 9647, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

***City of Santa Fe Springs***  
***Special Meetings***

***September 10, 2019***

11. Approval of Agreement Between the City of Santa Fe Springs ("City") and the Santa Fe Springs Firefighters Association ("SFSFFA") to Enter into an Alternative Dispute Resolution ("ADR") Program for Workers' Compensation Disputes (Finance)

**Recommendation:**

- Approve the Workers' Compensation ADR Program and authorize the Mayor to execute said agreement.

12. Waste and Recycling Program Management Services Agreement (City Manager)

**Recommendation:**

- Accept Proposal and Approve Agreement with MuniEnvironmental, LLC; and
- Authorize the Mayor to execute Agreement for MuniEnvironmental, LLC.

**Please note:** Item Nos. 13 – 22, will commence at the 7:00 p.m. hour.

13. **INVOCATION**

14. **PLEDGE OF ALLEGIANCE**

15. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

16. **ANNOUNCEMENTS**

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

18. **PRESENTATIONS**

- a. Introduction of Department of Community Services New Employee – Maricelia Carmona, Librarian I
- b. Proclamation declaring September 13, 2019 as City of Santa Fe Springs Fiestas Patrias Cultural Celebration

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

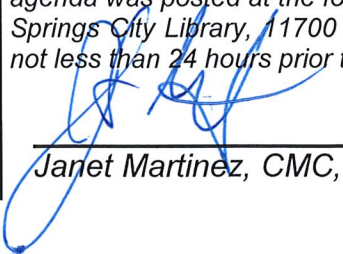
- a. Advisory Committee Appointments

20. **ORAL COMMUNICATIONS** *This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.*

21. **COUNCIL COMMENTS**

22. **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 24 hours prior to the meeting.*

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

September 4, 2019  
Date

**FOR ITEM NO. 3**

**PLEASE SEE ITEM NO. 5A**

**FOR ITEM NO. 4**

**PLEASE SEE ITEM NO. 5A**



# *City of Santa Fe Springs*

City Council Meeting

ITEM NO. 5A

*September 10, 2019*

## **CONSENT AGENDA**

Minutes of the August 8, 2019 Regular City Council Meeting

### **RECOMMENDATION**

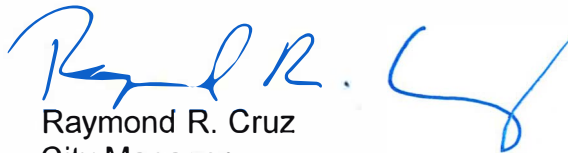
- Approve the minutes as submitted.

### **BACKGROUND**

Staff has prepared minutes for the following meetings:

- August 8, 2019

Staff hereby submits the minutes for Council's approval.

  
Raymond R. Cruz  
City Manager

### **Attachment:**

1. Minutes for August 8, 2019



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

August 8, 2019

1. **CALL TO ORDER**

Mayor Trujillo called the meeting to order at 6:01 p.m.

2. **ROLL CALL**

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

**Members absent:** None

### HOUSING SUCCESSOR

*There were no Housing Successor items to be considered.*

### SUCCESSOR AGENCY

*There were no Successor Agency items to be considered.*

### CITY COUNCIL

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 City Council.*

a. Minutes of the July 9, 2019 Special City Council Meeting

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

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

**Recommendation:** That the City Council:

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

c. 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 (Planning)

**Recommendation:**

- 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 Ordinance No. 1103.
- d. 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 (Fire)  
**Recommendation:**
- Adopt Ordinance No. 1104 Amending the abandonment and desertion section of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code.
- e. Quarterly Treasurer's Report of Investments for the Quarter Ended June 30, 2019 (Finance)  
**Recommendation:**
- Receive and file the report.
- f. City Hall Public Counters and Accessibility Improvements Project – Final Payment (Public Works)  
**Recommendation:**
- Approve the Final Payment (less 5% Retention) to RS Construction and Development Inc. of Upland, California in the amount of \$37,857.50 for the subject project.
  - Appropriate \$9,000.00 from the Bond Capital Improvement Funds to Account PW18CD02 to cover all project expenditures.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to approve Items 3A through 3F, by the following vote:

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

#### **NEW BUSINESS**

4. Appropriation of funds from City's Art in Public Places fund for City's Art Education Grant Program for Fiscal Year 2019-2020 (Community Services)

**Recommendation:**

- Approve the appropriation of funds from the City's Art in Public Places Fund (Activity 6350-6100)
- Authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program for Fiscal Year 2019-2020.

It was moved by Council Member Mora, seconded by Council Member Zamora, to approve the appropriation of funds from the City's Art in Public Places Fund (Activity 6350-6100), and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant

Program for Fiscal Year 2019-2020, by the following vote:

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

**Nayes:** None

**Absent:** None

5. Approval of Volunteer Services Agreement with Cole Vocational Services for Fiscal Year 2019-2020 (Community Services)

**Recommendation:**

- Approve a 1-year volunteer services agreement between the City of Santa Fe Springs and Cole Vocational Services.

It was moved by Council Member Mora, seconded by Mayor Pro Tem Rounds, to approve a 1-year volunteer services agreement between the City of Santa Fe Springs and Cole Vocational Services, by the following vote:

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

**Nayes:** None

**Absent:** None

6. Adoption of Resolution No. 9644 – Authorization to Accept and Administer the California State Library Competitive Grant for the “SFS Innovates” Program (Community Services)

**Recommendation:**

- Adopt Resolution No. 9644 authorizing the Library Services Division Director to accept and administer the California State Library Competitive Grant for the “SFS Innovates” Program.

It was moved by Council Member Rodriguez, seconded by Council Member Mora, to adopt Resolution No. 9644 authorizing the Library Services Division Director to accept and administer the California State Library Competitive Grant for the “SFS Innovates” Program, by the following vote:

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

**Nayes:** None

**Absent:** None

7. Approval of Salary Schedule Modifications Pursuant to the Fiscal Year 2019-20 Labor Agreement between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association (Finance)

**Recommendation:**

- Approve the attached salary schedule modifications for the following positions: Firefighter, Firefighter/Paramedic Trainee, Firefighter/Paramedic I, and Firefighter Paramedic II.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to approve the attached salary schedule modifications for the following positions: Firefighter, Firefighter/Paramedic Trainee, Firefighter/Paramedic I, and Firefighter Paramedic II., by the following vote:

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

**Nayes:** None

**Absent:** None

***Mayor Trujillo recessed the meeting at 6:05 p.m.***

***Mayor Trujillo reconvened the meeting at 7:00 p.m.***

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**8. INVOCATION**

Invocation was led by Council Member Mora.

**9. PLEDGE OF ALLEGIANCE**

Santa Fe Springs Court Princess Jazmine Duque led the Pledge of Allegiance.

**10. INTRODUCTIONS**

- Representatives from the Chamber of Commerce, CEO Kathy Fink, and Rick Landis from the Santa Fe Springs Swap Meet.

**11. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:

- Water Wars Extreme – August 9, 2019 at 1:30 p.m.
- Trio America Concert – August 9, 2019 at 7:00 p.m.
- A Matter of Balance – August 23 and October 11, 1:30 p.m. to 3:30 p.m.

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

- City Manager, Ray Cruz spoke about attending the Gateway Cities City Manager's Meeting in La Mirada, which was hosted by JPIA. They discussed the filming of public places by certain groups under the guise of performing "1<sup>st</sup> Amendment Audits" and assigning faux grades. JPIA will be providing trainings and handing out flyers with information on how to interact with such groups.
- Capital Improvements Manager, Robert Garcia spoke about the City Hall Public Counters and Accessibility Improvements Project. The locations that received the modifications were the Finance cashier, west sliding door in the main lobby, and the Planning counter.
- Director of Planning, Wayne Morrell spoke about the proposed housing at Lakeland Road and Laurel Avenue in collaboration with The Whole Child and Habitat for Humanity. Recently the city received preliminary plans that will consist of apartments, interim housing, and for-sale homes. Apartments will be three, 2-story wood frames, which will total 84 residential-dwelling units. There will be secured entrances, a leasing office, a computer center, and a fitness room. Interim housing will consist of 33 units. There will be approximately 15 for-sale homes. These are only concepts at this point.
- Director of Police Services, Dino Torres spoke about the "Coffee With a Cop"

Event at the Gus Velasco Neighborhood Center. Second, he followed up on the concerns brought about at the last City Council meeting in regards to the Santa Fe Springs Promenade on Telegraph Rd.

- Fire Chief, Brent Hayward spoke about the completion of the tower refurbishment project. All funding for the project was provided by Rio Hondo College. Second, he spoke about the new hose arriving to replace the out of compliance hose. Lastly, he spoke about the apparatus ramp replacement in front of the Fire Headquarters.
- Director of Finance, Travis Hickey spoke about the Human Resources Department hosting "Learn and Lunch" programs educating on the different plans available. Second, he spoke about hosting a 'how to write a performance evaluation' workshop being held on September 5, 2019 with supervisors and managers. Lastly, he spoke about the annual audit of the city's finances beginning this week.
- Director of Community Services, Maricela Balderas spoke about partnering with the Los Angeles Dept. of Public Health to provide free flu shots on October 17 at the Neighborhood Center. Second, she spoke about the Summer Arts and Crafts Camp that was held at Heritage Park. Lastly, she reported that the 2019 Summer and Concert Series was reported to be big success, drawing in about 5,000 attendees. The summer sports tournaments were also successful, receiving positive feedback.

**13. PRESENTATIONS**

- a. Proclaiming August 21, 2019 as "National Senior Citizen's Day" in the City of Santa Fe Springs
- b. Recognition of Sponsors for 2019 Children's Back to School Backpack Program

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

- a. Advisory Committee Appointments

The following appointments were made: Mayor Pro Tem Rounds appointed Jeanette Lizarraga to the Historical Advisory Committee.

**15. ORAL COMMUNICATIONS**

There was no one wishing to speak during oral communications.

**16. COUNCIL COMMENTS**

Council Member Mora thanked those who donated to the Back-to-School Backpack program. He also thanked and congratulated the seniors and wished everyone a great rest of their summer.

Council Member Rodriguez thanked everyone who donated to the backpack program. She also thanked all the city staff for their coordination and production of the summer movies and concerts. She also thanked those who donated to the Women's Club.

Council Member Zamora thanked the city staff for their involvement in the movies and concerts at the park. He also spoke about the fashion show and "Coffee With a Cop" events. He also thanked all the senior citizens for their volunteer and hard work.

Mayor Pro Tem Rounds thanked everyone who participated in the backpack program. He also spoke about attending the "State of the Union" lunch with Congresswoman Linda T. Sanchez. He also spoke about the I-5 Freeway project, which is on schedule to be completed in February 2020. Lastly, he encouraged everyone to enjoy the rest of the summer.

Mayor Trujillo thanked all those involved in the backpack program and all the volunteers who take the time to provide for the city. She also extended her thanks to all of the uniformed officers who service the city.

**17. ADJOURNMENT**

Mayor Trujillo adjourned the meeting at 7:46 p.m. in memory of LAPD Officer Juan Jose Diaz.

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

**ATTEST:**

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

\_\_\_\_\_  
Date



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 5B

September 10, 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 blue ink, appearing to read "Raymond R. Cruz", followed by a large checkmark.

Raymond R. Cruz  
City Manager

Attachment(s):

None



# *City of Santa Fe Springs*

*City Council Meeting*

**ITEM NO. 6**

*September 10, 2019*

## **PUBLIC HEARING**

### Entertainment Conditional Use Permit Case No. 16

A request for approval to conduct and maintain an entertainment use involving live musical band performances and amplified music via a disc jockey (DJ) at a family restaurant known as Salt and Pepper located at 13225 Telegraph Road within the Community Commercial-Telegraph Corridor Zone. (Prost Restaurant Management for S&P)

## **RECOMMENDATION**

- Open the Public Hearing and receive any comments from the public regarding Entertainment Conditional Use Permit Case No. 16, and thereafter close the Public Hearing; and
- Approve Entertainment Conditional Use Permit Case No. 16 subject to the conditions of approval contained as "Exhibit A" in Resolution No. 9646; and
- Adopt Resolution 9646, which incorporates the Planning Commission's findings and action regarding this matter.

## **GENERAL INFORMATION**

- |                      |   |
|----------------------|---|
| A. Applicant:        | Prost Restaurant Management<br>13225 Telegraph Road<br>Santa Fe Springs, CA 90670 |
| B. Property Owner:   | Kazemi Abbas<br>1 Arbellea<br>Newport Beach, CA 92657                             |
| C. Subject Property: | S&P Restaurant<br>13225 Telegraph Road<br>Santa Fe Springs, CA 90670              |
| D. Existing Zone:    | Community Commercial - Telegraph Corridor   |
| E. General Plan:     | Commercial  |
| F. CEQA Status:      | Categorically Exempt (Class 1)  |

**LOCATION AND BACKGROUND**

Salt and Pepper (S&P), located at 13225 Telegraph Road, has been operating as a sports-bar and grill since April 2017. The recently remodeled building occupies a 1.25-acre site on the north side of Telegraph Road, East of Painter Avenue with street access from Telegraph Road and Los Nietos Road. S&P is now managed by Prost Restaurant Management who also manages three other restaurants within the region.

S&P is a family restaurant that serves traditional American food and maintains a buffet service during the lunch and dinner hours. The bar and grill is notorious for its multi-televisions broadcasting every available sport activity aired through regular television or subscription television. S&P currently maintains a valid Alcohol Sales Conditional Use Permit and a valid Type 47 On-Sale General Eating Place License from the Department of Alcohol Beverage Control (ABC).

The new management administrators are proposing to provide music to its customers through either a disc jockey (DJ) or through live bands. Both are intended to encourage customers to dance and create a different ambiance during the evenings when sport programs are at a low or not being aired.

Ordinance No. 801 was adopted by the City Council on October 3, 1991, which added Section 155.723 to the City Zoning Ordinance that requires all businesses engaged in conducting or providing amusement, entertainment, as defined in Section 155.003, and within dance halls or pavilions, or nightclubs to apply and be granted a valid Entertainment Conditional Use Permit.

In accordance with Ordinance 801, Section 155.723, the Applicant is requesting approval of Entertainment Conditional Use Permit Case No. 16 to allow an entertainment use involving live musical performances (bands) and amplified music via a disc jockey (DJ).

**ZONING ORDINANCE REQUIREMENTS**

Section 155.723 of the Santa Fe Springs Zoning Ordinance requires Conditional Use Permit approval for "entertainment, amusement, dance halls and other uses as defined in Section 155.003."

**ZONING AND LAND USES**

The subject property, as well as the surrounding properties to the South, East and West are zoned C-4, Community Commercial and developed with various commercial-type uses. The property to the north is within the Unincorporated Los Angeles County Area, commonly known as South Whittier, is occupied by Richard L. Graves Middle School.

**STREETS AND HIGHWAYS**

The subject site is located on the north side of Telegraph Road, east of Painter Avenue, with additional rear street frontage on Los Nietos Road, a cul-de-sac. The main access road, Telegraph Road, is classified as a Major Highway with Painter Avenue and Los Nietos Road classified as a Secondary Highway's within the Circulation Element of the City's General Plan.

**CALLS FOR SERVICE**

The restaurant has had calls for service common with sport bars and grills. Staff, including officials from the Whittier Police Department, worked with the restaurant management to finalize a comprehensive security plan to implement security and management procedures to mitigate possible negative impacts inside the facility and outside within the parking area.

**STAFF COMMENTS**

As part of the permit review process, staff conducted a review of the restaurant to ensure compliance with other regulatory ordinances and codes. Staff believes that the use of live bands and other similar entertainment will not pose a significant risk or nuisance to patrons or the public in general if the use is conscientiously conducted in strict accordance with the Conditions of Approval and the Security Plan.

The Applicant is proposing to temporary remove approximately 11-tables to make way for a dance area; the tables and chairs will be returned to their designated location during the day hours to accommodate dining customers. It should be noted that the restaurant is required to maintain the sale of food during all hours that the business is open to the public in order to comply with ABC's regulations and to prevent the premises from turning into a full-out nightclub or bar.

Staff is recommending approval of the Entertainment Conditional Use Permit request by the Applicant subject to the conditions of approval set forth in Resolution 9646 Exhibit-A.

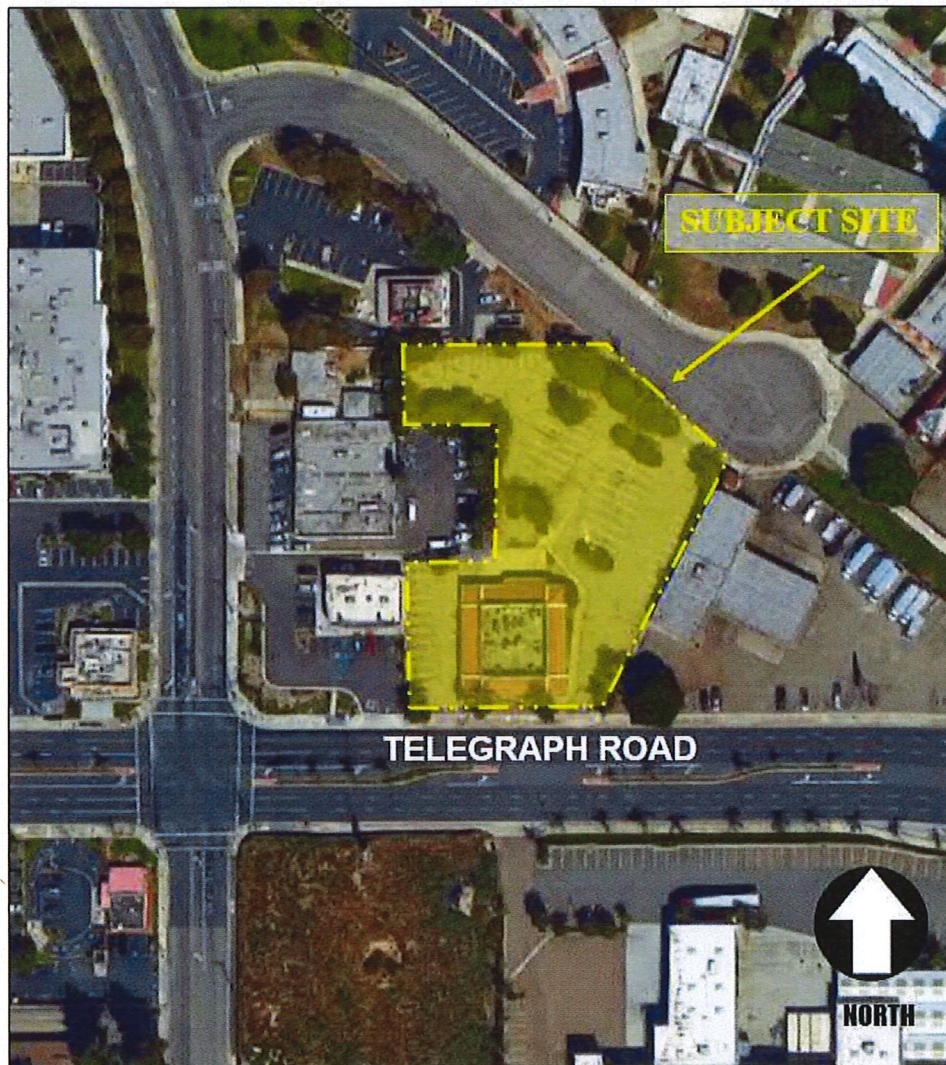


Raymond R. Cruz  
City Manager

**Attachment(s):**

1. Vicinity Map
2. Resolution No. 9646

VICINITY MAP



ENTERTAINMENT CONDITIONAL USE PERMIT CASE NO. 16  
SALT AND PEPPER RESTAURANT  
13225 TELEGRAPH RD

**RESOLUTION NO. 9646**

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL APPROVING ENTERTAINMENT CONDITIONAL USE PERMIT CASE NO. 16**

**WHEREAS**, the Entertainment Conditional Use Permit Case No. 16 is considered a "project" pursuant to the terms of the California Environmental Quality Act (CEQA); and

**WHEREAS**, a request was filed for Entertainment Conditional Use Permit Case No. 16 to allow the an entertainment use involving live musical band performances and amplified music via a disc jockey (DJ) at a family restaurant known as Salt and Pepper located at 13225 Telegraph Road within the Community Commercial-Telegraph Corridor Zone; and

**WHEREAS**, the property owner is Kazemi Abbas, located at 1 Arbellea, Newport, CA; and

**WHEREAS**, the subject property is located at 13225 Telegraph Road, with Accessor's Parcel Number of 8011-006-017, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

**WHEREAS**, at their Regular Meeting of August 12, 2019, the City of Santa Fe Springs Planning Commission considered the application, the written and oral staff report, the General Plan and Zoning of the subject property, the testimony, written comments, and other materials concerning Entertainment Conditional Use Permit Case No. 16; and

**WHEREAS**, at their Regular Meeting of August 12, 2019, the City of Santa Fe Springs Planning Commission received from the applicant and staff findings as required by Section 155.723 and determined that the proposed project will not have a significant adverse effect on the City or to the public in general; and

**WHEREAS**, at their Regular Meeting of August 12, 2019, the City of Santa Fe Springs Planning Commission unanimously voted to recommend to the City Council to approve Alcohol Sales Conditional Use Permit Case No. 16; and

**WHEREAS**, the City of Santa Fe Springs Department of Police Services on August 28, 2019, published a legal notice in the *Whittier Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and

**WHEREAS**, the City of Santa Fe Springs City Council has considered the application, the written and oral staff report, the testimony, written comments, or other materials presented at the City Council Meeting on September 10, 2019, concerning Entertainment Conditional Use Permit Case No. 16.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

**SECTION 1.** The City Council of the City of Santa Fe Springs finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report and Planning Commission Resolution No. 133-2019. The staff report provided the following subject matter: the background of the request, the general plan land use designation and zoning of the subject property and the surrounding area, the streets and highways, reference to the environmental document and the public hearing requirements. Said staff report and resolution is on file.
2. That Entertainment Conditional Use Permit Case No. 16 satisfies the criteria provided in Section 65090-65091 of the State Planning, Zoning and Development Laws regarding Public Hearings and Public Notifications.

**SECTION 2.** The City Council of the City of Santa Fe Springs further finds as follows:

The proposed Entertainment Conditional Use Permit Case No. 16 is a project under the California Environmental Quality Act (CEQA) and as a result, the project is subject to the City's environmental review process. Staff finds and determines that because the building at the proposed site is now built, this proposed Entertainment Conditional Use Permit request before the Planning Commission is a categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law.

**SECTION 3.** The City Council of the City of Santa Fe Springs further finds as follows:

Pursuant to Section 155.723 of the Zoning Regulations, the City Council has considered the criteria in approving Entertainment Conditional Use Permit Case No. 16 and finds that the proposal will not be detrimental to persons or property in the immediate vicinity and will not have an adverse effect on the City in general.

**SECTION 4.** Based on the application, the written and oral staff report, the testimony, written comments, the Planning Commission's recommendation for approval, or other materials presented at the City Council Meeting and the findings made by the City Council, the City Council hereby adopts Resolution No. 9646 to approve Entertainment Conditional Use Permit Case No. 16, subject to the conditions of approval hereby attached as "Exhibit A".

APPROVED:  
ITEM NO. :

**APPROVED AND ADOPTED ON THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2019**, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

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

ATTEST:

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

**Exhibit A**  
Conditions of Approval  
13225 Telegraph Road  
Salt and Pepper Restaurant

**CONDITIONS OF APPROVAL**

1. That the applicant shall comply with all of the conditions of approval as required by Alcohol Sales Conditional Use Permit Case No. 66.
2. That the applicant shall continue to maintain digital video surveillance cameras. Any relocation or modification of the video surveillance cameras shall be reviewed and approved by the Director of Police Services. Video surveillance cameras shall continue to be of high quality capable of videotaping during the day and night. Video surveillance cameras shall be maintained in working order at all times and replaced as needed by the owner. The on-site manager shall be proficient in the use of the cameras and related recording equipment.
3. That the dance floor area shall not be enlarged more than the approved 16'-0" x 32'-0" area. Moreover, food shall continue to be provided to customers at all times that the premises are open for business in compliance with the Type 47 ABC License.
4. That the applicant and his acting management shall allow the Director of Police Services, Whittier Police Officers and any of their representatives to view the security surveillance video tapes immediately upon their request.
5. That mosh pits, mosh dancing and slam-type dancing is prohibited and management shall remove patrons from the premises who initiate, or participate in such activity or other similar type of activity.
6. That equipment, decorations, props or other similar ornaments shall not interfere with egress or ingress, or with the full operation of the interior doors, emergency exits, or emergency access at all times.
7. That alcoholic beverage related games and/or contests are prohibited and management shall remove patrons from premises who initiate, or participate in such activity or other similar type of activity.
8. That the Applicant comply with the approved security plan and adopt any necessary procedures as required by the Department of Police Services for the purposes of minimizing risks to the public's health, welfare, and safety.
9. That the applicant shall be responsible for maintaining control of litter on the subject property and the adjoining properties, parking areas and parkways.
10. That, as a minimum standard, during the closing time and until all patrons/public

have dispersed, the applicant/licensee shall provide a security guard(s) whose sole purpose is to patrol the parking lot and around the establishment to maintain order therein; and prevent any illicit or nuisance activity, including activity that could interfere with the quiet and calm of nearby residents or businesses.

11. That it shall be unlawful for any person who is intoxicated or under the influence of any drug, to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the Business and Professions Code.
12. That the security personnel shall not perform any law enforcement functions. Security personnel shall report immediately to the Whittier Police Department all incidents in which a person could be charged with a misdemeanor or a felony offense.
13. That security personnel, as well as the owner, corporate officers and managers shall cooperate fully with all city officials, law enforcement personnel and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
14. That no change or alterations to the approved entertainment format or content shall occur without prior written approval from the Director of Police Services. That is, only DJ music or live music may be played for customer dancing. The facility shall not be used to feature concerts or other similar types of entertainment activities.
15. That all existing "Exit" signs shall continue to be maintained and illuminated at all times per California Fire Code 2501.15.
16. That the audible entertainment provided shall not be audible beyond the exterior of the building.
17. That the applicant shall submit a scaled floor plan to the Department of Fire/Rescue showing the proposed seating arrangement and dance floor and obtain a new occupancy load and comply with any requirement imposed by the Department of Fire/Rescue as a result of the new occupancy load.
18. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department Permits, and shall be located in a place conspicuous to all employees of the location.
19. That the applicant shall provide 1-professional security guard for every 50 patrons when entertainment is provided or any special event, and/or private parties.
20. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of this Permit.

21. That in the event the owner(s) intend to sell, lease or sublease the subject business operation or transfer the subject Permit to another party, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell lease or sublease.
22. That this Permit shall be subject to a compliance review in one year, no later than August 12, 2020, to ensure the entertainment activity is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
23. That Entertainment Conditional Use Permit Case No. 16 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
24. That streamers, banners, pennants, whirling devices or similar objects that wave, float, fly, rotate or move in the breeze shall be prohibited unless approved by the Director of Planning.
25. That the owner/operator shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code and all other applicable codes and regulations.
26. That it is hereby declared to the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated the Permit shall be subject to the revocation process at which time the privileges granted hereunder shall be terminated.



**ORDINANCE FOR INTRODUCTION**

Ordinance No. 1106 – An Ordinance of the City of Santa Fe Springs Amending Section 31.13 (Powers and Duties) Of Chapter 31 (City Officials and Employees) To Provide For Signature Authority

**RECOMMENDATION**

- Read by title only, waive further reading and introduce for first reading Ordinance No. 1106 - to Amend Section 31.13 of Chapter 31 to provide signature authority for the City Manager and Department Heads.

**BACKGROUND**

California Government Code Section 40602 provides that the Mayor shall sign (a) all warrants drawn on the city treasurer, (b) all written contracts and conveyances made or entered in to by the city, and (c) all instruments requiring the city seal. Section 40602 goes on to provide that by ordinance can authorize a city officer other than the mayor to sign the documents.

With the high volume of transactional documents that are required to run the city and provide public services, it would be expeditious to approve and ordinance to allow an officer of the City other than the mayor to sign the documents. Currently the City Council authorizes the City Manager to sign documents under Section 31.13 (17) (Additional duties) when it awards a contract.

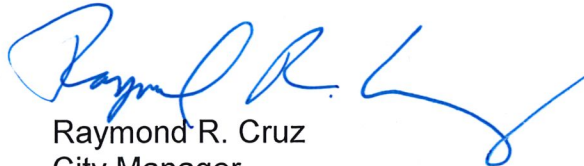
The proposed ordinance amending the code would allow the City Council, when it approves a contract or other instrument, to also authorize not only the City Manager, but also any department head to sign on behalf of the City. All documents in which the City Council has not authorized another officer to sign, will be signed by the Mayor.

**PROPOSED CHANGES**

The proposed ordinance will add a subsection "(18) Signature Authority" to Section 31.13 of the Santa Fe Springs Municipal Code to allow the City Council to authorize the City Manager as well as any department head to sign city instruments by resolution, motion, minute order or other appropriate action.

**FISCAL IMPACT**

There is no fiscal impact with this decision.



Raymond R. Cruz  
City Manager

Attachment(s)

1. Ordinance No. 1106

**ORDINANCE NO. 1106**

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 31.13 (POWERS AND DUTIES) OF CHAPTER 31 (CITY OFFICIALS AND EMPLOYEES) TO PROVIDE FOR SIGNATURE AUTHORITY**

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

**SECTION 1.** The City Council hereby amends Section 31.13 (Powers and Duties) of Chapter 31 (City Officials and Employees) with the addition of a new subsection (18) as follows:

(18) *Signature Authority.* The city manager, as well as a department head, is hereby authorized to execute documents as provided in California Government Code section 40602, whenever the city council has approved the execution by the city manager or department head by resolution, motion, minute order or other appropriate action.

**SECTION 2.** The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

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

AYES:

NOES:

ABSENT:

ATTEST:

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

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



**NEW BUSINESS**

Categorically Exempt - CEQA Guidelines Section 15301, Class 1  
Trucking Use Time Extension No. 4

A request to allow the continued operation and maintenance of an existing nonconforming cross-dock freight transfer facility located at 12250 Clark Street within the M-2, Heavy Manufacturing Zone. (Crown Enterprises, Inc.)

**RECOMMENDATIONS**

- Find and determine that pursuant to Section 15301, Class 1 (existing facilities), of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Grant a six (6) year extension of Trucking Use Time Extension No. 4, subject to the conditions of approval set forth in the Memorandum of Understanding.

**LOCATION AND BACKGROUND**

On July 24, 1969, the City Council adopted Ordinance No. 358 which prohibited trucking uses on sites fronting major or secondary highways, established a two-acre size limitation on trucking uses, and set a twenty-year amortization period for nonconforming trucking uses. Recognizing the importance of trucking services for the City's industrial base, the City Council passed Resolution 5325 on March 23, 1989 to adopt Development Standards for Trucking Uses. The resolution set forth required site improvements to upgrade the appearance of nonconforming trucking operations in exchange for the granting of a time extension to allow their continued operation.

The subject 6.3-acre property is located on the south side of Clark Street, between Norwalk Boulevard and Springdale Avenue. Its primary frontage is on Clark Street with an approximately 60 ft. wide strip of frontage along Norwalk Boulevard. Because the site exceeds two acres in size, the trucking facility was in violation of the lot size limitation set forth by Ordinance 358 and was considered a nonconforming use subject to termination. As a result, the operator was required to obtain a Trucking Use Time Extension to allow the continued use of the subject cross-dock freight transfer facility.

On September 28, 1989 the City Council approved Trucking Use Time Extension (TUTE) No. 4 to Yellow Freight System, Inc. ("Yellow Freight") to allow the operation and maintenance of a nonconforming truck facility at 12250 Clark Street. The Trucking Use Time Extension allowed the continued use of an existing cross-dock freight transfer facility subject to conditions of approval set forth in a Memorandum of Understanding ("MOU"). Such conditions included rehabilitating the facility with an upgraded office building, installing new landscape setback areas, and providing an eight-foot-high decorative masonry block wall along both the Norwalk Boulevard and

Clark Avenue street frontages. The MOU granted the use to continue for a period of thirty (30) years, until September 28, 2019 (see attachment 5).

In addition to requiring substantial site improvements, the MOU stated that, "The entitlement granted herein may not be transferred without the City's written consent." Yellow Freight discontinued operations from the site in 2009 and sold the property to Crown Enterprises, Inc. ("Crown"). In accordance with the MOU, Yellow Freight requested the City's written consent to transfer the TUTE entitlement to Crown for the remainder of the MOU term. On November 9, 2009, the City Council approved the TUTE transfer from Yellow Freight to Crown, subject to the same terms and conditions set forth in the original MOU.

### **DESCRIPTION OF REQUEST**

Crown, through its wholly owned subsidiary Central Transport, has been the site's sole operator since 2009. Central Transport's operation consists of Less Than Truckload freight movement, meaning trucks come in from multiple locations after picking up less than a full truck of freight at each stop. The freight is then brought to the terminal where it is cross-docked, i.e. unloaded, consolidated and immediately placed on outgoing trailers. Very little, if any, freight is stored on the premises. The facility at 12250 Clark Street is Crown's flagship company-owned terminal in the Los Angeles Area and is used to distribute commodities for customers throughout the greater Los Angeles region.

In 2014, Crown purchased an adjacent parcel of land located at 10622 Norwalk Boulevard. This property measures 0.74 acres in size and has been utilized as a truck repair shop. Per Section 155.241(S) of the Municipal Code, truck service or repair is a principal permitted use in the M-2 zone, provided that the site does not exceed one acre in size.

Crown first approached the City to extend the term of the MOU in 2013. At that time, the City determined it was too early to entertain an extension. Crown re-initiated conversations with the City in late 2016 and submitted a TUTE application on March 8, 2017. The city requested additional application materials, which were submitted on August 29, 2017. Several discussions have occurred between the City and Applicant over the past two years regarding the length of the extension period. Less Than Truckload contracts are negotiated for several years at a time, with an average contract length of 36 months. Given the rapid growth of e-commerce and demand for faster delivery times, trucking will remain a vital part of the economy. As such, a six (6) year extension will allow Crown Enterprises to complete two additional contract cycles.

Staff conducted an inspection of the property in August 2018 to determine if the conditions of approval listed in the MOU were being complied with. Following the inspection, the applicant was directed to comply with the following:

- Remove all fencing constructed within the front yard setback area along the Norwalk Boulevard frontage.
- Obtain permits for the electrical fence constructed around the entire perimeter of both properties.
- Condition of Approval C in the original MOU required a minimum 8'-tall decorative masonry block wall set back 30' from Norwalk Boulevard. Extend the existing block wall to include the 10622 Norwalk Boulevard frontage to shield the truck repair use from view.
- Remove paved areas in front of the new masonry block wall and replace with landscaping.
- Remove the two freestanding pole signs and unpermitted flagpole from the Norwalk Boulevard frontage.
- Condition of Approval P of the MOU restricts truck access from the Norwalk Boulevard frontage. Create an access route between 10622 Norwalk Boulevard and 12250 Clark Street to provide an access route from the main property to the repair shop.

Staff has verified that the applicant has completed the aforementioned items; consequently, the applicant is now in compliance with the conditions of approval as outlined in the MOU.

Staff presented Trucking Use Time Extension No. 4 at the September 9, 2019 Planning Commission meeting. Staff requested that the Planning Commission make a recommendation to the City Council to grant a six (6) year extension to continue the operation and maintenance of the cross-dock freight transfer facility use.

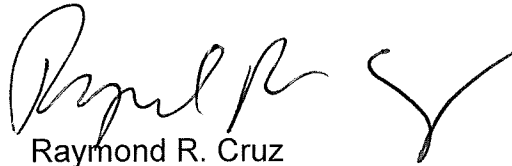
#### **ENVIRONMENTAL DOCUMENT**

Staff finds that the continued operation and maintenance of an existing cross-dock freight transfer facility meets the criteria for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA), Section 15301, Class 1 (Existing Facilities). The subject property has been operating as a trucking facility for over thirty years and the use will remain unchanged. Consequently, no further environmental documents are required.

#### **STAFF CONSIDERATIONS**

The attached Memorandum of Understanding sets forth the conditions of approval for the requested Trucking Use Time Extension. Staff finds that if the use operates in strict compliance with the required conditions of approval as outlined in the MOU, the use will continue to be compatible with the surrounding developments and will not pose a nuisance risk to the public or environment. Therefore, staff recommends that the City Council grant a six (6) year extension of Trucking Use Time Extension No. 4, to continue the operation and maintenance of a cross-dock freight transfer facility use on

the 6.3-acre site, subject to the conditions of approval set forth in the revised Memorandum of Understanding.

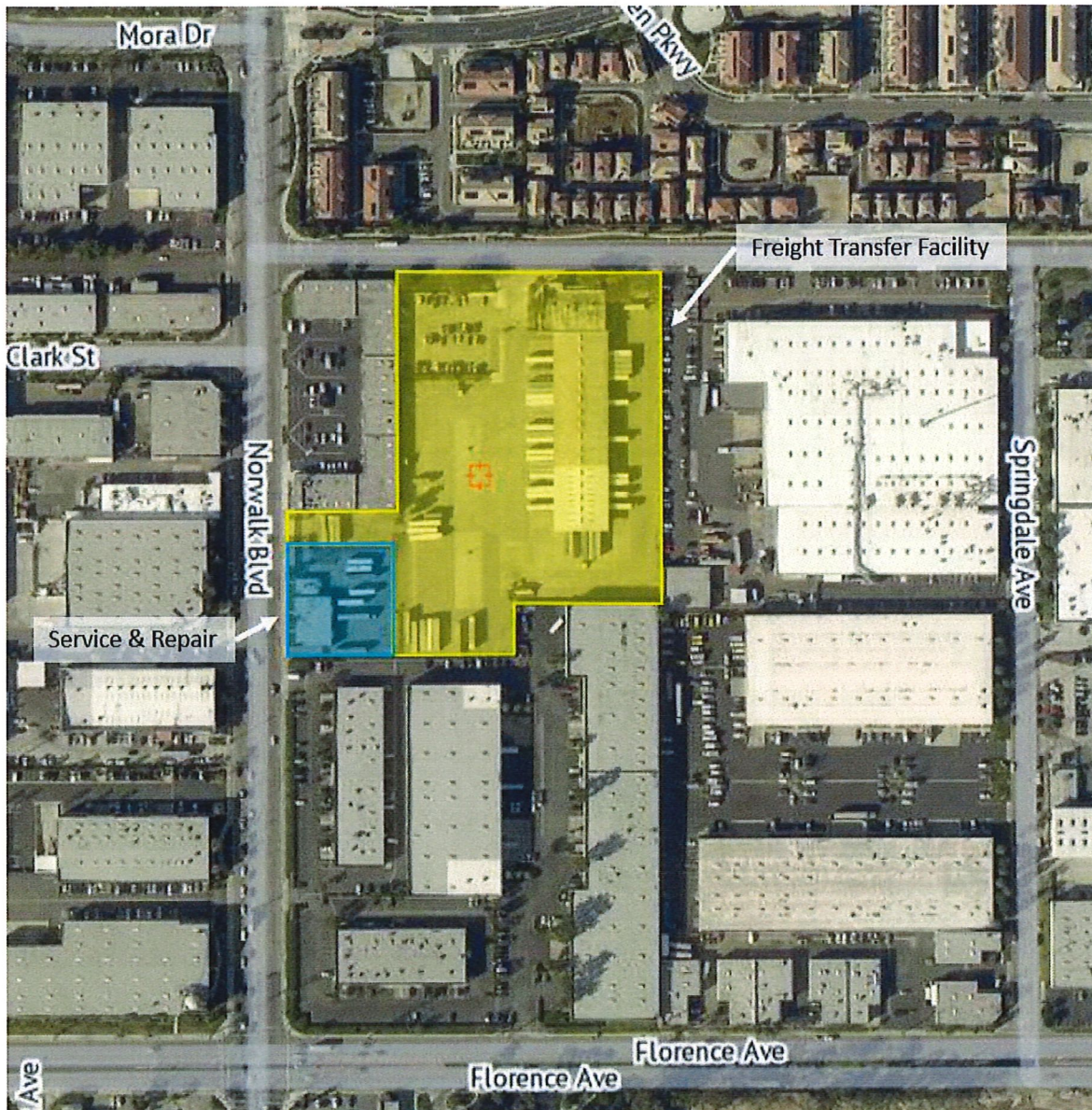
A handwritten signature in black ink, appearing to read 'Raymond R. Cruz', followed by a large, stylized checkmark or flourish.

Raymond R. Cruz  
City Manager

Attachments:

1. Location Aerial
2. Site Photos
3. March 23, 1989 Staff Report with Resolution 5325
4. Memorandum of Understanding (1989)
5. Memorandum of Understanding (2019)

**Attachment 1: Location Aerial**



**Trucking Use Time Extension 4  
12250 Clark Street  
Crown Enterprises, Inc.**



## Attachment 2: Site Photos

### BEFORE



Figure 1: Fence within Setback



Figure 2: Fence within Setback, Pole Sign



**Figure 3: Pole Sign**



**Figure 4: Electric Fence, Unpermitted Flagpole**

**AFTER**



**Figure 5: Fencing removed, 8' block wall constructed, landscaping installed**



**Figure 6: Pole signs and flagpole removed, 8' wall and landscaping installed**



**Figure 7: Pole sign removed, landscaping installed**

**Attachment 3: March 23, 1989 Staff Report with Resolution 5325**

March 16, 1989

**MEMORANDUM TO THE HONORABLE CITY COUNCIL**

**COUNCIL MEETING - MARCH 23, 1989**

**NEW BUSINESS**

**DEVELOPMENT STANDARDS - TRUCKING, TRANSIT, AND  
TRANSPORTATION FACILITIES**

Consideration of policy statement regarding development standards for extending non-conforming trucking facilities; adoption of Resolution No. 5325.

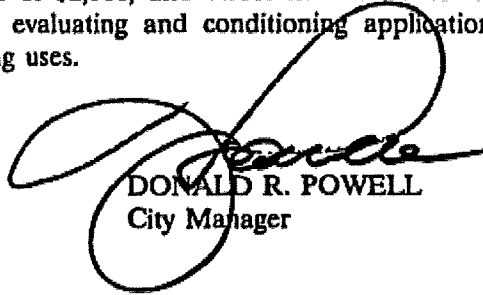
The City's Zoning Ordinance provides that when a legal non-conforming use becomes illegal due to the passage of time, application may be made to the Planning Commission for a time extension for termination of the use. The Planning Commission recommends an appropriate extension, if any, to the City Council, which makes the final determination.

There are approximately 45 trucking uses in the City which are currently illegally non-conforming. These uses include truck terminals, truck storage facilities, and truck service and repair facilities. Although the 20-year amortization period has expired for these uses, the continued availability of such trucking services locally is important to the City's current industrial base as well as its future economic development. Accordingly, the City Council has indicated a willingness to consider, on a case-by-case basis, requests for time extensions of non-conforming trucking uses.

It is recognized, however, that trucking uses, which are conducted primarily out-of-doors, have the potential to be unattractive. In extreme cases they can even be blighting influences on surrounding properties. In light of this, Council has directed staff to draft the attached Development Standards for Trucking Uses. If adopted by the Council, they will be used by staff and the Planning Commission in evaluating and conditioning applications for time extensions. The intention of these Standards is to insure that the physical facilities of any trucking use granted a time extension will conform, at a minimum, to present day development standards required of any new development. Because of the great amount of staff time that will be required to process applications, a filing fee of \$2,000 is being established by the Standards and by the adopting resolution.

**RECOMMENDATION**

That the City Council approve Resolution No. 5325, adopting Development Standards for Trucking Uses, including a filing fee of \$2,000, and direct that the staff and Planning Commission use these standards in evaluating and conditioning applications for time extensions of non-conforming trucking uses.



DONALD R. POWELL  
City Manager

DRP:jc

**RESOLUTION NO. 5325**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SANTA FE SPRINGS ADOPTING  
DEVELOPMENT STANDARDS FOR TRUCKING USES.**

WHEREAS, due to the passage of time many trucking uses in the City of Santa Fe Springs have become or soon will become illegally non-conforming; and

WHEREAS, the City's Zoning Ordinance provides that such uses may request time extensions from the City's Planning Commission; and

WHEREAS, the Planning Commission is charged with recommending to the City Council an appropriate time extension, if any, with the City Council making the final determination; and

WHEREAS, it is in the public interest for such uses, if extended by the City Council, to be physically up-graded to conform to the site development standards of new development; and

WHEREAS, a great deal of city staff time will be required to evaluate applications received for time extensions;

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

Section 1. The attached "Development Standards for Trucking Uses" are hereby adopted.

Section 2. City staff and the Planning Commission are directed to use these standards in considering and conditioning requests for the extension of non-conforming trucking uses;

Section 3. The application fee for extension requests is set at \$2000.00.

PASSED and ADOPTED this 23 day of March, 1989

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**DEVELOPMENT STANDARDS FOR  
TRUCKING USES**

1. The minimum building setback along any street frontage shall be thirty feet (30 ft.) from the property line. The entire setback area shall be landscaped, bermed, and provided with an automatic sprinkler system, except for driveway access areas. The landscape and automatic sprinkler plans shall be designed by a State Licensed landscape architect and shall show the type, quantity and location of plant materials. The size of trees used in the landscaping shall be at a minimum 24 inch box.
2. All property boundaries visible from a public street shall be provided with a minimum eight foot (8 ft.) high decorative masonry block screen wall located in accordance with the setback requirements noted above. Gates visible from any public street shall be of solid construction or, if chainlink, provided with redwood slats for screening purposes.
3. Buildings, structures, walls, fences, signs, and parking facilities located within the setback area shall be removed.
4. The exterior walls of buildings and structures visible from any public street shall be continuously maintained in a state of good repair. All metal buildings or structures shall be either removed or completely screened from view of public streets.
5. Onsite parking, loading, maneuvering and access areas shall be improved and maintained in compliance with Division 5, Section 54.00 et.seq. of Ordinance No. 172, the City Zoning Ordinance. In addition, all unpaved areas not in use shall be landscaped or paved. All paving work shall be done to the specifications of a California certified soils engineer and shall be subject to the approval by the City Engineer.
6. All driveways, both existing and proposed, shall be a minimum of thirty feet (30 ft.) in width and developed with alley-type radii.
7. A sufficient number of parking spaces shall be provided onsite to accommodate all employees on the largest shift, plus a minimum of five (5) additional spaces for visitor use.
8. All existing signage shall be brought into compliance with the City's Zoning Ordinance. All nonconforming signs, including freestanding pole signs and roof signs, shall be removed as required by the City Zoning Ordinance.

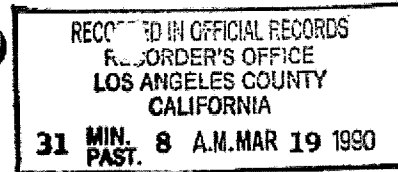
9. At least one (1) outdoor trash enclosure area shall be provided onsite; however, additional trash enclosure areas may be required if warranted. Trash enclosures shall be constructed to City specifications.
10. The operation(s) conducted on the subject property shall otherwise comply with the requirements of the City Fire Code, Building Code, Property Maintenance Ordinance, City Zoning Ordinance, and all other applicable local, state and federal regulations.
11. An application for time extension will only be considered complete when accompanied by a notarized affidavit from the applicant acknowledging his understanding that trucking uses and operations that do not have a valid Conditional Use Permit are illegal nonconforming uses and, therefore, subject to termination if so ordered by the City. In addition, the applicant shall acknowledge that the City, by accepting an application for time extension, does not in any way imply that a time extension will be granted.
12. The application fee for requesting a time extension shall be two thousand dollars (\$2,000.00).
13. In addition to the above, the Planning Commission and City Council may impose any other conditions of approval they deem necessary.

**Attachment 4: Memorandum of Understanding (1989)**

RECORDING REQUESTED BY AND MAIL TO  
 NAME.....Dept. of Planning and Development  
 STREET.....City Hall  
 11710 Telegraph Road  
 CITY.....Santa Fe Springs, Ca 90670-3658

90 438469

(4)

**MEMORANDUM OF UNDERSTANDING**

FEE \$ 17.00

This Memorandum of Understanding ("MOU"), dated 10/20/89, is entered into by and between the City of Santa Fe Springs, a body corporate and politic of the State of California ("City"), and Yellow Freight System, Inc., a motor freight shipping company located at 12250 Clark Street, within the City of Santa Fe Springs ("Applicant").

1. Purpose of MOU.

The purpose of this MOU is to set forth the conditions under which the Applicant may continue the operation and maintenance of a nonconforming motor freight shipping and cross-dock commodities transfer facility in the City of Santa Fe Springs. Section 51.17 of the City Zoning Ordinance allows for an extension of time for nonconforming uses if the City Council finds that circumstances so warrant.

On March 23, 1989, the City Council passed Resolution No. 5325 adopting the Development Standards for Trucking Uses. The Development Standards set forth certain site improvements which must be complied with in connection with a Trucking Use Time Extension. Recognizing that many trucking uses in the City have already become or will soon become nonconforming uses, it is the intent of the Development Standards to upgrade the appearance and operation of these nonconforming uses in consideration for an extension of the termination date.

2. Responsibility of City.

The City of Santa Fe Springs hereby agrees to grant an extension of the required termination date for the nonconforming motor freight transfer facility, thereby allowing the lawful operation of the Applicant's freight shipping use on the subject site for a period of thirty (30) years, until September 28, 2019.

3. Responsibility of Applicant.

The Applicant agrees to fully comply with all of the conditions of approval as set forth in No. 4 below within the prescribed time periods as set forth below. Failure to comply with any of the conditions of approval will be considered a breach of this MOU.

4. Conditions of Approval.

The City Council hereby grants to Yellow Freight System, Inc. a Trucking Use Time Extension to allow the operation and maintenance of a nonconforming motor freight shipping and commodities transfer facility on property located at 12250 Clark Street subject to the following conditions:

- a. That the Applicant shall submit for approval a detailed landscape and automatic sprinkler system for all onsite and parkway landscape areas located along Norwalk Boulevard and Clark Street. Said landscape plan shall indicate the location and type of all plant materials to be used, and shall include 3 ft berms, 24" box trees, and an automatic sprinkler system to provide full coverage for all landscape areas. Said landscape and irrigation plan shall be submitted for approval within sixty (60) days, by November 28, 1989, and shall be installed by the applicant and approved by the City's Director of Planning and Development prior to occupancy and use of the subject site.
- b. That the subject property shall be continuously maintained in a neat and orderly manner at all times; all trucks, tractors and trailers and related equipment shall, at all times, be parked/stored only within the interior of the subject site.
- c. That the Applicant shall provide a minimum 8 ft high decorative masonry block wall along both the Norwalk Blvd. and Clark Street frontages, exclusive of driveway access, setback from the street facing property lines 20 ft and 30 ft, respectively. In addition, an 8 ft high decorative masonry screen wall shall be provided along the entire 571 ft length of the east side property line. Said masonry block screen walls shall be completely installed, inspected and granted final approval by the City's Building Division prior to occupancy and use of the subject site. At such time as the adjoining properties along Norwalk Boulevard are redeveloped, the applicant shall comply with the 30 ft landscaped setback and 8 ft high block wall requirement along the Norwalk Blvd. frontage.
- d. That the City reserves the right for the term of this MOU to require the applicant to install additional decorative masonry block wall screening should the City's Director of Planning and Development determine that such additional screening is necessary.

- p. That the applicant shall not, for the term of this MOU, allow truck access through the Norwalk Blvd. frontage.
- q. That the applicant shall pay to the City the water trunkline fee of \$2,000.00 per acre of land (\$12,600.00).
- r. That the applicant shall install all street improvements on Norwalk Blvd. required by the City's Director of Public Works.
- s. That the Applicant shall pay the Trucking Use Time Extension application fee in the amount of Two Thousand dollars (\$2,000.00), within 30 days of the effective date of this MOU, by October 14, 1989.
- t. That the motor freight and commodities transfer use conducted on the subject site shall otherwise comply with all applicable requirements of the City Fire Code, Building Code, Property Maintenance Ordinance, City Zoning Ordinance, and any other applicable local, state or federal regulations.

5. Assignment.

The entitlement granted herein may not be transferred without City's written consent.

6. Institution of Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or obtain any other remedy consistent with the purpose of this MOU. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.

7. Applicable Law.

The laws of the State of California shall govern the interpretation and enforcement of this MOU.

8. Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and the Applicant shall be given by personal service or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Applicant, as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses either party may from time to time designate by mail as provided in this MOU.

To City: Director of Planning and Development  
City Hall, Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

To Applicant: Mr. Richard Hemphill  
c/o Yellow Freight Systems, Inc.,  
10990 Roe Avenue  
Overland Park, Kansas 66207

9. Conflict of Interest.

- (a) No member, official or employee of the City shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official or employee participate in any decision relating to the MOU which effects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested.
- (b) Applicant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this MOU. Third parties, for the purposes of this clause, shall not include persons to whom fees were paid for professional services if rendered by attorneys, accountants, engineers, architects and the like when such fees are considered necessary by Applicant.

No member, official or employee of the City of Santa Fe Springs shall be personally liable to Applicant in the event of any default or breach by City or for any amount which may become due to Applicant on any obligations under the terms of this MOU.

CITY OF SANTA FE SPRINGS

Date: October 20, 1989

## STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

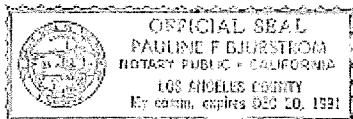
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90- 438469

On March 13, 1990, before me, the undersigned, a notary public in and for said state, personally appeared RICHARD H. HEMPHILL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Supervisor of Facility Design and , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as , or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal

(Seal)



*Pauline F. Bjurstrom*  
PAULINE F. BJURSTROM

3/83

**Attachment 5: Memorandum of Understanding (2019)**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated September \_\_\_\_, 2019 is entered into by and between the City of Santa Fe Springs, a body corporate and politic of the State of California ("City"), and Crown Enterprises, Inc. ("Applicant"), the owners of the property located at 12250 Clark Street, upon which the subject trucking operation is conducted, and supersedes the previous MOU between the above noted parties.

### 1. Purpose of MOU.

The purpose of this MOU is to set forth the conditions under which the Applicant may continue the operation and maintenance of a nonconforming cross-dock freight transfer facility in the City of Santa Fe Springs. Section 155.401 of the City Zoning Ordinance allows for an extension of time for nonconforming uses if the City Council finds that circumstances so warrant.

On March 23, 1989, the City Council passed Resolution No. 5325 adopting the Development Standards for Trucking Uses. The Development Standards set forth certain site improvements which must be complied with in connection with a Trucking Use Time Extension. Recognizing that many trucking uses in the City would become nonconforming uses, it was the intent of the Development Standards to upgrade the appearance and operation of these nonconforming uses in consideration for an extension of the termination date.

### 2. Responsibility of City.

The City of Santa Fe Springs hereby agrees to grant an extension of the required termination date for the nonconforming cross-dock freight transfer facility, thereby allowing the lawful operation of the Applicant's cross-dock freight transfer use on the subject site for a period of six (6) years, until September 28, 2025.

### 3. Responsibility of Applicant

The Applicant agrees to fully comply with all of the conditions of approval as set forth in No. 4 below within the prescribed time periods as set forth below. Failure to comply with any of the conditions of approval will be considered a breach of this MOU.

### 4. Conditions of Approval.

The City Council hereby grants to Crown Enterprises, Inc. a Trucking Use Time Extension to allow the operation and maintenance of a nonconforming cross-dock freight transfer facility on property located at 12250 Clark Street subject to the following conditions:

- a. That the Applicant shall provide landscaping and an automatic sprinkler system for all onsite and parkway landscape areas located along Norwalk Boulevard and Clark Street. Said landscaping shall include 3 ft. berms, 24" box trees, and an automatic sprinkler system to provide full coverage for all landscape areas.
- b. That the subject property shall be continuously maintained in a neat and orderly manner at all times; all trucks, tractors and trailers and related equipment shall, at all times, be parked/stored only within the interior of the subject site. Landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, mowing of lawns, weeding, fertilizing, removal of litter, and replacement of plants when necessary and the regular watering of all plantings.
- c. That the Applicant shall provide a minimum 8 ft. high decorative masonry block wall along both the Norwalk Boulevard and Clark Street frontages, exclusive of driveway access, setback from the street facing property lines 30 ft. and 20 ft., respectively. In addition, an 8 ft. high decorative masonry screen wall shall be provided along the entire 571 ft. length of the east side property line. Said masonry block screen walls shall be completely installed, inspected and granted final approval by the City's Building Division prior to occupancy and use of the subject site. At such time as the adjoining properties along Norwalk Boulevard are redeveloped, the applicant shall comply with the 30 ft. landscaped setback and 8 ft. high block wall requirement along the Norwalk Boulevard frontage.
- d. That the City reserves the right for the term of this MOU to require the applicant to install additional decorative masonry block wall screening should the City's Director of Planning determine that such additional screening is necessary.
- e. That the applicant shall pave the entire site area used for the parking, storage or maneuvering of trucks, tractors, trailers or related equipment in accordance with Sections 155.475 through 155.502 of the City Zoning Ordinance. Said paving shall include a continuous curb or wheel stop around the interior perimeter of the site, or other such method of preventing trucks, tractors or trailers from backing into or otherwise hitting any fence, gate or wall. Said paving and curb or wheel stop shall be completely installed prior to occupancy and use of the subject site.
- f. That no wrecked, salvaged, abandoned or inoperative vehicles of any kind shall be parked or stored on the subject site at any time.
- g. That an approved trash enclosure shall be provided on the subject site.
- h. That all chain link fences and gates shall be provided with redwood slats, or other similar screening material.
- i. That the subject site shall not be used by tanker truck or any other such vehicle used

for the bulk transport, shipping or storage of liquid material, except that fuel tankers may enter upon the site only as needed for the periodic refueling of the applicant's 10,000 gallon diesel fuel tank.

- j. That the applicant shall not, for the term of this MOU, allow truck access through the Norwalk Boulevard frontage.
- k. That the applicant shall install all street improvements on Norwalk Boulevard required by the City's Director of Public Works.
- l. That the cross-dock freight transfer facility conducted on the subject site shall otherwise comply with all applicable requirements of the City Fire Code, Building Code, Property Maintenance Ordinance, City Zoning Ordinance, and any other applicable local, state or federal regulations.

5. Assignment

The entitlement granted herein may not be transferred without City's written consent.

6. Institution of Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or obtain any other remedy consistent with the purpose of this MOU. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.

7. Applicable Law.

The laws of the State of California shall govern the interpretation and enforcement of this MOU.

8. Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and the Applicant shall be given by personal service or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Applicant, as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses either party may from time to time designate by mail as provided in this MOU.

To City:

Director of Planning  
City Hall, Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 906470

To Applicant:

Crown Enterprises, Inc.  
Attn: Michael Samhat

12225 Stephens Road  
Warren, MI 48089

9. Conflict of Interest.

- a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official or employee participate in any decision relating to the MOU which effects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested.
- b. Applicant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this MOU. Third parties, for the purposes of this clause, shall not include persons to whom fees were paid for professional services if rendered by attorneys, accountants, engineers, architects and the like when such fees are considered necessary by Applicant.

10. Non-Liability of City or City Officials or Employees.

No member, official or employee of the City of Santa Fe Springs shall be personally liable to Applicant in the event of any default or breach by City or for any amount which may become due to Applicant on any obligations under the terms of this MOU.

IN WITNESS WHEREOF, City and Applicant have signed this Memorandum of Understanding as of the dates set below their signatures.

CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Director of Planning

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

ATTEST: \_\_\_\_\_  
City Clerk

APPLICANT/PROPERTY OWNER

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

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

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



## NEW BUSINESS

### Approval of City Facility, Park and Equipment Use Policy

#### **RECOMMENDATION**

- Approve the new City Facility, Park and Equipment Use Policy.

#### **BACKGROUND**

At the April 11, 2019 City Council meeting, the City Council moved to place a temporary moratorium on City Facility fees. The moratorium extended current practices for waiving facility and use fees for local non-profit organizations. In addition to the moratorium, staff began drafting a facility, park and equipment use policy to formalize the fee waiver process.

Over the past three fiscal years, the City has generously provided fee waivers to local organizations that have made contributions to the City and improved the quality of life for its residents. Upon reviewing the past three fiscal years, the City has forgone potential revenue from the fee waivers in the following amounts:

- Fiscal Year 2016-2017: \$213,900
- Fiscal Year 2017-2018: \$250,500
- Fiscal Year 2018-2019: \$254,000

City staff have drafted the Facility, Park and Equipment Use Policy for review and approval by the City Council. The policy consists of three separate and distinct sections.

- **Section 1 – Fee Waivers**

- This section establishes guidelines for who is eligible to receive a fee waiver, which fees are eligible to be waived, and an appeal process.
- Organizations fall into two (2) Tier categories. Organizations that meet Tier I criteria will automatically receive a facility fee waiver. Organizations that fall in the Tier II category must demonstrate specific criteria in order to qualify for a fee waiver.
- Only facility fees are eligible for a fee waiver. "Hard costs" such as staffing, security, deposits, etc. are not eligible to be waived.
- Organizations that are not approved for a fee waiver, may follow the outlined appeal process. The applicant can appeal to the Director of Community Services, City Manager, and finally to the City Council as the ultimate authority.

- **Section 2 – Continual Park & Facility Use**

- This section established use fees for continual use of parks or facilities by organizations. This application must be renewed every six months and applicants are subject to a \$30 per day use fee.
- The \$30 per day use fee represents a reduced rate for local organizations

that meet the eligibility criteria. In addition organizations are required to provide a \$250 deposit and liability insurance for the use of facilities or parks.

- Organizations may qualify for a waiver of the daily use fee in exchange for community service projects that benefit the City and are pre-approved by the Department of Community Services.

- **Section 3 – Use of City Equipment**

- Organizations may request to utilize City equipment at City facilities that require transport and delivery.
- Use of equipment must be on City property, equipment cannot be utilized outside of City property. Organizations are responsible for staff fees for transportation, set-up and tear-down of equipment. Equipment available for use include: rectangular tables, round tables, chairs, and stage panels.

The Facility, Park, and Equipment Use Policy creates Tier I and Tier II categories for organizations. The following is the breakdown of the criteria:

- **Tier I Criteria**

- a. A non-profit organization or association that is headquartered in Santa Fe Springs, verified through their Tax Identification Number. Such organization shall be organized and exist in the City for a minimum of one year (1) prior to the event.
- b. The organization must have as their sole purpose to benefit the City or a particular City Department or service.
- c. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.

- **Tier II Criteria**

- a. The event or program is consistent with the City or the City Department's mission, values and objectives.
- b. The program or event provides a valuable and definable benefit to the Santa Fe Springs community; including but not limited to youth programs and events.
- c. The proposed event or program will have no negative impact on the existing facility/park or cause the need for increased maintenance; and will not displace any existing City programs or reservations.
- d. There is no evidence of previous violations of any permits previously issued to applicant or organization.

**Examples of Tier I Organizations** : Lake Center Middle School, Rancho Santa Gertrudes Elementary School, Santa Fe High School, Florence Foursquare Church, and Santa Fe Springs Kiwanis Club, Los Angeles Centers for Alcohol & Drug Abuse (LA CADA), Santa Fe Women's Club, and SFS Chamber of Commerce to name a few.

**Examples of Tier II Organizations**: L.A. County Department of Health, Whittier Union High School District, Abigail Barraza Foundation, Mercedes Diaz Homes, Masters of Harmony, and Rio Hondo Symphony to name a few.

If approved, the Facility, Park and Equipment Use Policy will become effective on January 1, 2020. This will allow ample time for staff to notify past fee waiver recipients of the new policy and how it might affect their future use. City staff will contact these organizations regarding the new policy by the end of September 2019.

The proposed Facility, Park and Equipment Use Policy does not encompass the Heritage of Aloha Festival or the Pow Wow Native American Cultural Celebration. These events have historically received fee waivers in the past and based on Council feedback will remain unchanged for 2019. Beginning in 2020 both event organizers will be responsible for 50% of all fees associated with their events.

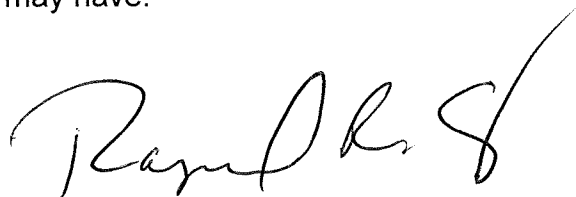
#### **LEGAL REVIEW**

The City Attorney has reviewed and approved the City Facility, Park and Equipment Use Policy.

#### **FISCAL IMPACT**

The City should experience a modest rise in revenue if the Facility, Park and Equipment Use Policy is approved. The policy provides a waiver of the facility use fee only, which differs from past practice where "hard costs" were occasionally waived. The policy addresses the collection of "hard costs" which will translate into additional revenue to offset staff and labor costs associated with park and facility use.

The Mayor may wish to call upon Parks and Recreation Manager, Adam Matsumoto, to answer any questions the Council may have.



Raymond R. Cruz  
City Manager

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

1. Facility, Park and Equipment Use Policy
2. Fee Waiver Application
3. Continual Use Application
4. Equipment Use Request Application

## **City of Santa Fe Springs Facility, Park and Equipment Use Policy**

The Santa Fe Springs Department of Community Services recognizes and appreciates the value of partnering with other agencies and organizations to provide services that benefit the community and its residents. In an effort to provide support to organizations, the City of Santa Fe Springs has established a Fee Waiver Policy for determining when fees may be waived.

### **SECTION 1 - FEE WAIVER PROCESS**

Fees established by the City of Santa Fe Springs for the use of City parks and facilities may be waived by the Director of Community Services if the applicant submits a fee waiver application and meets the defined criteria within this policy.

- a. A Fee Waiver application must be submitted no later than 30 days prior to the date of the event.
- b. Approval of the fee waiver does not relieve the applicant/organization of the obligations to comply with all other permit requirements, including but not limited to liability insurance, health permits, ABC License, deposit, etc.

### **FEES**

The following list defines the established fees that can and cannot be waived.

Fees and costs that may be eligible for waiver:

- a. Park and/or Facility use/rental fees (except for Heritage Park & Clarke Estate)

Fees and costs that are NOT eligible to be waived:

- a. Staffing or labor
- b. Security fees
- c. Facility/Park Deposits
- d. Refuse costs
- e. Custodial costs
- f. Maintenance costs
- g. Other City Department charges

### **FEE WAIVER ELIGIBILITY**

The Department of Community Services recognizes the value that organizations/agencies play in providing benefits to the community and Santa Fe Springs residents. Fees may be waived for organizations/agencies if the following criteria are met.

#### **Tier I Criteria**

- a. A non-profit organization or association that is headquartered in Santa Fe Springs, verified through their Tax Identification Number. Such organization shall be organized and exist in the City for a minimum of one year (1) prior to the event.
- b. The organization must have as their sole purpose to benefit the City or a particular City Department or service.

- c. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.

### **Tier II Criteria**

Organizations/agencies that do not meet the criteria under Tier I may still qualify if they are able to meet **all** criteria in Tier II.

- a. The event or program is consistent with the City or the City Department's mission, values and objectives.
- b. The program or event provides a valuable and definable benefit to the Santa Fe Springs community; including but not limited to youth programs and events.
- c. The proposed event or program will have no negative impact on the existing facility/park or cause the need for increased maintenance; and will not displace any existing City programs or reservations.
- d. There is no evidence of previous violations of any permits previously issued to applicant or organization.

### **APPEAL PROCESS FOR DENIAL OF FEE WAIVER APPLICATION**

An applicant may appeal the initial ruling by the Director of Community Services to the City Manager as follows:

- a. The appeal shall be made in writing (letter or email) to the Director of Community Services within ten (10) calendar days following the fee waiver denial.
- b. Upon receipt of the written appeal, the Director of Community Services will promptly notify the City Manager and provide all fee waiver application documents for review. A decision will be made within ten (10) calendar days of the appeal by the City Manager.

If the appeal to the City Manager is denied, the applicant may file a final appeal to the Santa Fe Springs City Council.

- a. The final appeal shall be filed with the City Clerk within five (5) calendar days following the decision of the City Manager.
- b. Upon receipt of the final appeal, the City Clerk shall promptly notify the Department of Community Services and set the date for the City Council hearing at the next available council meeting.
- c. Upon confirmation of the City Council hearing meeting date, the City Clerk will notify the applicant of the meeting date.
- d. After the hearing by the City Council, the Council may affirm, modify, or overrule the decision or action to the City Manager, but any action taken by the City Council requires a majority vote. If the City Council fails to obtain the requisite votes to affirm, modify or overrule, the decision of the City Manager shall stand.

## **SECTION 2 - CONTINUAL PARK & FACILITY USE**

Organizations may utilize City parks and facilities for continual use if specific criteria are met. Organizations must meet eligibility requirements and the continual use of City parks and facilities require a reduced fee of \$30 per day (fees subject to change), per use. The application period is renewed every 6 months in January and July.

### **Eligibility**

1. A non-profit organization or association that is headquartered in Santa Fe Springs, verified through their Tax Identification Number.
  - a. Such organization shall be organized and exist in the City for a minimum of one year (1) prior to the event.
  - b. The organization must have as their sole purpose to benefit the City or a particular City department or service.
2. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.

### **Criteria**

1. The Continual Use Application deadline is June 1 and December 1 of each year. Organizations must submit a completed application in order to request the use of City parks or facilities. Applications are required every 6 months, even if your use had previously been granted. Notification of the application status will be provided no later than June 20 and December 20th of each year.
2. A reduced park and facility use fee of \$30 per use applies to year round continual use. This fee covers the use and upkeep of the parks and facilities.
3. Year Round Continual Use fees only apply to usage of parks or facilities during normal operating hours. If the requested use falls outside of operating hours, the organization is responsible for the staff fees to open, oversee and close the park or facility.
4. A deposit in the amount of \$250 is required upon approval of the application request.
5. General liability insurance issued by an insurance company accredited in California in the amount of \$1,000,000 must be obtained by the applicant naming the City as additionally insured is required for the duration of the requested use.
6. The maximum time allowed for per day use is 2 hours, to include set-up and clean-up times. An organization that provides Department approved community services may get the daily use fee waived. Prior approval of the community services project must be obtained in order to qualify.

### **SECTION 3 - USE OF CITY EQUIPMENT**

Organizations may request to utilize City equipment for use at City facilities that require delivery. In order to request the use of designated City equipment, the following process and criteria must be met and followed.

#### **Eligibility**

1. A non-profit organization or association that is headquartered in Santa Fe Springs, verified through their Tax Identification Number.
  - a. Such organization shall be organized and exist in the City for a minimum of one year (1) prior to the event.
  - b. The organization must have as their sole purpose to benefit the City or a particular City department or service.
2. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.

#### **Criteria**

1. Equipment may only be used in which the event is for a charitable purpose or serves a definable public benefit and that is open to the public.
2. Equipment may only be utilized on City property. City equipment may not be utilized off-site.
3. Request for the use of the City Equipment must be made 30 days in advance prior to the event.
4. A deposit in the amount of \$250 is required upon approval of the application request.
5. A signed copy of the Release and Hold Harmless Agreement is required if the application is approved.
6. Agencies are required to cover the staff costs for transportation, set-up and tear-down of equipment. Fees for transportation, set-up and tear-down will be set when the application is approved.

#### **Type of Equipment Available for Request**

- 96" Rectangular Tables (20)
- 60" Round Tables (30)
- Event Chairs (700)
- 8'x4' Stage Panels (12)
- Stage Stairs (2)



# DEPARTMENT OF COMMUNITY SERVICES

## FEE WAIVER APPLICATION

### APPLICANT INFORMATION

Name (First, Last)	Organization Name
Address	Address
City State Zip Code	City State Zip Code
Email Address	Phone Tax I.D. Number
Phone Date of Birth	Type of Organization
	<input type="radio"/> Tier I - SFS Headquartered Non-Profit <input type="radio"/> Tier II

### RESERVATION INFORMATION

Date of Event	Location of Event
<input type="radio"/> MON <input type="radio"/> TUE <input type="radio"/> WED <input type="radio"/> THU <input type="radio"/> FRI <input type="radio"/> SAT <input type="radio"/> SUN	Event Description (Describe how event meets Tier II Criteria)
Set-Up Begins (3 Hrs. Max.)	
a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Set-Up Ends	
a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Event Begins (6 Hrs. Max.)	
a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Event Ends	
a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Clean-Up Begins (1 Hr.)	
a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Clean-Up Ends	
a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Attendance (no greater than max capacity)	

### APPLICABLE FEES

<input type="radio"/> Park/Facility Use Fee: _____	<input type="radio"/> Custodial Fee: _____
<input type="radio"/> Audio/Visual Fee: _____	<input type="radio"/> Refuse Fee: _____
<input type="radio"/> Staff Fee: _____	<input type="radio"/> Maintenance Fee: _____
<input type="radio"/> Security Fee: _____	<input type="radio"/> Other City Dept. Charges: _____
<input type="radio"/> Deposit: _____	

### REVIEW PROCESS

You will be notified within 5 business days of submission of your fee waiver application whether your request has been approved or denied. If you chose to appeal the decision, please refer to the Facility and Park Equipment and Use Policy for details.

### APPLICANT SIGNATURE

I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statements will result in the denial of the fee waiver request and may result in the revocation of facility or park use.

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

### STAFF USE ONLY

Application Received By: _____	Date Received: _____
Fee Waiver Status: <input type="radio"/> Approved <input type="radio"/> Denied <input type="radio"/> Conditional	
Fees Waived: _____	Required Fees: _____
Approved By: _____	



# DEPARTMENT OF COMMUNITY SERVICES

## CONTINUAL USE APPLICATION

### APPLICANT INFORMATION

Name (First, Last)	Organization Name
Address	Address
City State Zip Code	City State Zip Code
Email Address	Phone Tax I.D. Number
Phone Date of Birth	Type of Organization
	<input type="radio"/> Tier I - SFS Headquartered Non-Profit <input type="radio"/> Tier II

### RESERVATION INFORMATION

Day of Use <input type="radio"/> MON <input type="radio"/> TUE <input type="radio"/> WED <input type="radio"/> THU <input type="radio"/> FRI <input type="radio"/> SAT <input type="radio"/> SUN	Location
Frequency of Use <input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Yearly	<b>Town Center Hall</b> <input type="checkbox"/> Social Hall <input type="checkbox"/> The Club <input type="checkbox"/> Meeting Room #1  <b>Parks</b> <input type="checkbox"/> Lakeview Park Pavilion <input type="checkbox"/> Little Lake Park Pavilion <input type="checkbox"/> Little Lake Park Meeting Room <input type="checkbox"/> Los Nietos Park Pavilion <input type="checkbox"/> Santa Fe Springs Park Pavilion  <b>Betty Wilson Center</b> <input type="checkbox"/> Main Hall  <b>Gus Velasco Neighborhood Center</b> <input type="checkbox"/> Ontiveros Room <input type="checkbox"/> Pio Pico Room <input type="checkbox"/> Meeting Room #1 <input type="checkbox"/> Meeting Room #2  <b>Heritage Park</b> <input type="checkbox"/> Train Depot <input type="checkbox"/> Caboose <input type="checkbox"/> Carriage Barn  <b>Library</b> <input type="checkbox"/> Community Room <input type="checkbox"/> Reading Garden
Start Date End Date Total # of Dates	Use Description (Describe how use meets Tier II Criteria)
Set-Up Begins (3 Hrs. Max.) Set-Up Ends a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Event Begins (6 Hrs. Max.) Event Ends a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Clean-Up Begins (1 Hr.) Clean-Up Ends a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	
Attendance (no greater than max capacity)	

### APPLICABLE FEES

<input type="radio"/> Continual Use Fee: _____	<input type="radio"/> Security Fee: _____
<input type="radio"/> Audio/Visual Fee: _____	<input type="radio"/> Deposit: _____
<input type="radio"/> Staff Fee: _____	

### REVIEW PROCESS

The Continual Use Application deadline is December 1st of each year. Applications are required on a yearly basis, even if prior use has been granted. Notification of application status will be provided no later than December 20th for the following calendar year.

### APPLICANT SIGNATURE

I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statements will result in the denial of the Continual Use Application.

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

### STAFF USE ONLY

Application Received By: _____	Date Received: _____
Continual Use Status: <input type="radio"/> Approved <input type="radio"/> Denied <input type="radio"/> Conditional	
Required Fees: _____	
Approved By: _____	



## DEPARTMENT OF COMMUNITY SERVICES

**CITY EQUIPMENT REQUEST APPLICATION****APPLICANT INFORMATION**

Name (First, Last)	Organization Name
Address	Address
City State Zip Code	City State Zip Code
Email Address	Phone Tax I.D. Number
Phone Date of Birth	Type of Organization <input type="radio"/> Tier I - SFS Headquartered Non-Profit <input type="radio"/> Tier II

**LOCATION & EQUIPMENT INFORMATION**

Name of Location	Equipment ____ 72" Rectangular Tables (20 max) ____ 96" Rectangular Tables (20 max) ____ 60" Round Tables (20 max) ____ Special Event Plastic White Chairs (700 max) ____ 8'x4' Stage Panels (15 max) ____ Stage Stairs (2 max)
Location Address	
Day of Contact Name	Use Description (Describe how use meets Tier II Criteria)
Day of Contact Cell Phone	
Requested Use Date	
Drop-Off Time a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	Pick-Up Time a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>

**APPLICABLE FEES**

☐ Staff Fee (transport, set-up & take-down): \_\_\_\_\_ ☐ Deposit: \_\_\_\_\_

**REVIEW PROCESS**

The City Equipment Request Application must be submitted at least 30 days prior to the scheduled use. If approved, organizations must provide liability insurance in addition to a signed copy of the Release and Hold Harmless Agreement. Organizations are responsible for staff fees and deposit. Notification of approval will be provided within 5 working days of submission of application.

**APPLICANT SIGNATURE**

I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statements will result in the denial of the City Equipment Request Application.

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

**STAFF USE ONLY**

Application Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_  
City Equipment Request Status: ☐ Approved ☐ Denied ☐ Conditional  
Required Fees: \_\_\_\_\_  
Approved By: \_\_\_\_\_



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

September 10, 2019

## NEW BUSINESS

Resolution No 9647 – Establishing the City's Maximum Contribution under the Public Employees' Medical and Hospital Care Act

### RECOMMENDATION(S)

- Adopt Resolution No. 9647, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

### BACKGROUND

The various Memorandum of Understanding (MOUs) between the General Employees Association, the Executive Management Confidential Association and the Firefighters Association provide for an increase in the maximum amount that the City contributes towards medical insurance for employees and annuitants, based on the March 2018 to March 2019 Consumer Price Index (CPI) for all Urban Consumers for the Los Angeles/Riverside/Orange County Areas.

The CPI for this period is 2.71%, therefore, the City contribution to medical premiums will be adjusted as follows, effective January 1, 2020:

Executive, Management & Confidential Association and General Employees Association:

Tier 1 – Employees hired on or before November 18, 2012 – from \$1,458.75 to \$1,498.14 per month

Tier 2 – Employees hired after November 18, 2012 (Classic and Tier 2 – PEPR) – from \$1,059.98 to \$1,088.59

Firefighters Association:

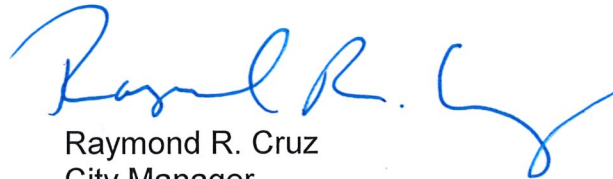
Tier 1 and Tier 2 – from \$1,456.44 to \$1,495.76 per month

Retirees – from \$1,458.75 to \$1,498.14 per month

Government Code Section 22892 requires that a resolution be adopted fixing this maximum amount of medical coverage.

**FISCAL IMPACT**

The financial impact of this adjustment has already been incorporated and approved in the FY2019-20 Budget as part of the applied benefits and labor costs.



Raymond R. Cruz  
City Manager

**Attachment(s):**

1. Resolution No. 9647

**RESOLUTION NO. 9647**

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL  
FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR  
EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL  
HOSPITAL CARE ACT**

**WHEREAS**, City of Santa Fe Springs is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "ACT"); and

**WHEREAS**, Government Code Section 22892(a) provides that a contracting agency subject to ACT shall fix the amount of the employer contribution by resolution; and

**WHEREAS**, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the ACT; and

**RESOLVED**, That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of \$1,498.14 per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

**RESOLVED**, City of Santa Fe Springs has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

**RESOLVED**, That the participation of the employees and annuitants of the City of Santa Fe Springs shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Santa Fe Springs would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

**RESOLVED**, That the executive body appoint and direct, and it does hereby appoint and direct, Travis Hickey, Director of Finance and Administrative Services to file with the Board a verified copy of this resolution, and to perform on behalf of the City of Santa Fe Springs Councilmembers all functions required of it under the ACT.

Adopted at a regular meeting of the City Council at Santa Fe Springs, this 10th day of September, 2019 by the following roll call vote:

APPROVED:  
ITEM NO.:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Juanita Trujillo, Mayor

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Janet Martinez, CMC, City Clerk



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

September 10, 2019

## NEW BUSINESS

Approval of Agreement Between the City of Santa Fe Springs ("City") and the Santa Fe Springs Firefighters Association ("SFSFFA") to Enter into an Alternative Dispute Resolution ("ADR") Program for Workers' Compensation Disputes

### RECOMMENDATION(S)

- Approve the Workers' Compensation ADR Program and authorize the Mayor to execute said agreement.

### BACKGROUND

The California workers' compensation system has become increasingly complicated. Delays, disputes and costs in the system have been excessive. Legislation permits labor unions and Employers to "carve out" alternative ways to deliver benefits and resolve disputes, rather than utilizing the State system. Carve-outs present an opportunity for unions and employers to alter the adversarial culture of the workers' compensation claims process. This can help speed the process, reduce costs and improve the experience of injured workers.

As part of the FY 2018-19 MOU with the SFSFFA, the City agreed to explore an ADR "carve-out" agreement. In order to enter into this type of agreement, the California Department of Industrial Relations must authorize the parties to enter into such negotiations. The approval was granted effective September 18, 2018 and expires after one year. Since this time, staff has worked with workers' compensation program managers from the California Joint Powers Insurance Authority ("CJPIA"), including the CJPIA's contracted third party claims administrator ("TPA"), and along with the SFSFFA and their attorney to work out the details of the agreement. The agreement has been approved by the SFSFFA and is being presented to the City Council for their approval.

The agreement provides for the establishment of an exclusive list of agreed upon Independent Medical Examiners ("IME"), which are to be listed in Exhibit A to the agreement. The list of IMEs is not static and may change over time based on the agreement of the parties and willingness and availability of the IME. The City and SFSFFA have agreed upon the list of IMEs, but contracts must be executed with each of the IMEs before they are considered an IME for purposes of the agreement. Therefore, at this point Exhibit A to the agreement is not included. Staff anticipates that over time, the Exhibit A portion of the agreement will be administratively modified and updated as necessary without specific action of the City Council.

**FISCAL IMPACT**

Although specific figures cannot be estimated at this time, the program is expected to reduce workers' compensation costs as it relates to sooner decisions providing better outcomes. The program is also expected to reduce the cost of LC4850 benefits, and decrease litigation.



Raymond R. Cruz  
City Manager

**Attachment:**

1. Agreement between City and SFSFFA

**LABOR MANAGEMENT WORKERS' COMPENSATION  
ALTERNATIVE DISPUTE RESOLUTION AGREEMENT  
BETWEEN  
THE CITY OF SANTA FE SPRINGS  
AND  
THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT ("Agreement") is entered into by and between the City of Santa Fe Springs ("City") and the Santa Fe Springs Firefighters Association Local 3507 ("FFA"). This Agreement is created pursuant to California Labor Code section 3201.7(a)(3)(C).

Nothing in this Agreement diminishes the entitlement of a covered employee to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code section 4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this Agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and FFA negotiated this Agreement by forming a partnership known as the Joint Labor Management team (JLM); this team is comprised of Executive Management, Third Party Administrator (TPA), staff members and the FFA Board President and/or their designee. The purpose of the JLM is to develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the JLM members and to ensure that the program terms and conditions are administered in harmony with this Agreement.

**Article I: Purpose**

The purposes of this Agreement are:

1. To provide active employees claiming compensable injuries and retirees who claim a presumptive injury as defined by California Labor Code section 3212 *et seq.* under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work.

2. To reduce the number and severity of disputes between the City and a covered employee, when those disputes relate to workers' compensation;

3. To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City.

These purposes will be achieved by utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code section 3201.7(a)(3)(C).

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

## **Article II: Term of Agreement**

The CITY and FFA enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations section 10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for two years from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as

provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give thirty (30) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

### **Article III: Scope of Agreement**

A. This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals" 1) active employees; 2) retirees, who claim a presumptive injury as defined by California Labor Code section 3212 *et seq.* 3) active employees and retirees who file a petition to reopen of an existing claim to seek new and further disability. This Agreement does not apply to any other retired employees.

B. Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

C. This Agreement is restricted to establishing an exclusive list of medical providers to be used for medical and medical-legal dispute resolution for the above covered employees in accordance with California Labor Code section 3201.7(a)(3)(C).

D. For purposes of this Agreement, a "claimed injury" is one for which either a (1) DWC-1 workers' compensation claim form or (2) an Application for Adjudication of Claim has been filed with the Workers' Compensation Appeals Board ("WCAB").

### **Article IV. Expedited Medical-Legal Process**

A. A physician who serves in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation for services

performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

B. This Agreement does not constitute a Medical Provider Network ("MPN"). A physician who acts as a Covered Individual's treating physician, or has provided treatment to the Covered Individual, shall not act as the IME in the Covered Individual's claim. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d)(1).

C. All employees with a disputed medical issue as described in Article IV, Paragraph E must be evaluated by an approved physician from the exclusive list of IME's. Should the employee claim injuries requiring more than one medical specialist, the employee shall be provided an IME appointment in each area of specialty. Attached hereto and incorporated herein as Exhibit A is an exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the employee to a physician of the IME's choice, who need not be on the IME list or in the MPN. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the employee to his treating physician for this purpose.

D. The exclusive list of IME's shall include the specialties as agreed upon by the parties.

E. An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim, including, but not limited to:

- 1) The determination of AOE/COE causation;
- 2) The nature and extent of TTD/4850;
- 3) The nature and extent of permanent disability and apportionment;
- 4) Work restrictions;
- 5) Ability to return to work, (including transitional duty); and
- 6) Future medical care;

7) IMR Denials involving surgery.

The parties agree that the covered individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this Agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Article IV, paragraph (J)(5), as set forth herein.

F. The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article IV paragraph E above. For example, a delay notice to the claim will trigger the IME process. Objections from the City or TPA shall be sent to the employee with a copy to the employee's legal representative if represented. Objections from the employee or employee's legal representative shall be sent to the employee's assigned claims examiner with a copy to the City's legal representative, if applicable.

G. Objections shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

H. The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the parties in writing consistent with the provisions of this Agreement.

I. The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide notice, in writing, to the other party of its

request to add a physician to the list. The parties must mutually agree in writing to the addition of physicians to the IME list. A physician may only be deleted from the exclusive list of medical providers if s/he breaches the terms and conditions of the contract with the City or by written mutual agreement of the parties. The list shall be reviewed quarterly by the JLM from the execution date of this Agreement for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLM unless there is a breach of the terms and conditions of the Agreement or by mutual written agreement of the parties.

J. Appointments.

1. The TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the employee and to his legal representative, if there is one.

2. The employee shall be responsible for providing the City or the TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during an employee's non-working hours. In the event, an employee misses the IME appointment the parties will need to meet and confer on the reason for the missed evaluation and will reset the evaluation. If the employee continues to miss the IME evaluation, the TPA may file a motion with the WCAB to suspend proceedings and seek costs for the missed exam.

3. Compensation for attending medical appointments under this Agreement shall be consistent with City practice.

4. Mileage reimbursement to covered employees shall be in accordance with Labor Code section 4600(e)(2), unless transportation is provided by the City or TPA.

5. For purposes of appointments, the TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the TPA will resume using the first name on the list.

6. The IME shall submit the medical reports no later than thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the parties.

K. The City or TPA is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this Agreement, notwithstanding Labor Code section 4605.

L. Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to challenges brought by the parties before the WCAB.

M. Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

N. The City or TPA shall provide to the IME records prepared or maintained by the employee's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The TPA shall prepare a list of all documents provided to the IME and shall serve a copy of the list on the employee and/or on his/her representative.

O. All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the employee or, if the employee is deceased, the employee's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

P. Ex parte communication with the IME outside of paragraph O is prohibited. If a party communicates with the IME in violation of paragraph O, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to paragraph J(5). If a new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code section 5811, or as ordered by the WCAB.

Q. If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

#### **Article V: Discovery**

A. Covered Individual shall provide the City or TPA with fully executed medical releases, and any other documents and information reasonably necessary for the City or the TPA to resolve the employee's claim, when requested. If the employee fails to return the release and it is determined that the medical information is not

sufficient for the IME to provide a comprehensive evaluation, the parties shall meet within 30 calendar days to resolve the issue(s) prior to setting an evaluation. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through the WCAB. If a deposition is being conducted in lieu of a statement as part of the discovery process, the timeframes in setting the IME's may be extended to complete the discovery.

B. This Agreement does not preclude a formal deposition of a covered employee or an IME when necessary. Attorney's fees for depositions of covered employees shall be paid at the rate of \$350 per hour, consistent with Labor Code section 5710. This rate of reimbursement for attorney's fees for depositions of covered employees is subject to an annual review to determine if adjustments to said rate of reimbursement should be made. There shall be no attorney's fees for depositions of IME's. The aforementioned deposition rate under Labor Code section 5710 may be modified by the JLM.

#### **Article VI: General Provisions**

A. This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

B. This Agreement shall be governed and construed pursuant to the laws of the State of California.

C. This Agreement, including all attachments and exhibits, shall not be amended, nor any provisions waived, except in writing signed by the parties which

expressly refers to this Agreement. Any dispute regarding the terms of the agreement will be resolved by the Joint-Labor Management Committee.

D. If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

E. This Agreement may be executed in counterparts.

F. Notice required under this Agreement shall be provided to the parties as follows:

City of Santa Fe Springs

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Santa Fe Springs Firefighter's Association:

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APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
John A. Ferrone  
Attorney for the Firefighter Association



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

September 10, 2019

## NEW BUSINESS

### Waste and Recycling Program Management Services Agreement

#### **RECOMMENDATION**

- Accept Proposal and Approve Agreement with MuniEnvironmental, LLC; and
- Authorize the Mayor to execute Agreement for MuniEnvironmental, LLC

#### **BACKGROUND**

The City Council, at their July 14, 2016 meeting awarded a contract to MuniEnvironmental, LLC, and on January 30, 2018 the City Council approved an amendment with MuniEnvironmental, LLC for the expansion of its scope of work.

MuniEnvironmental, LLC provides support services to the City that includes the ongoing management of the City's Recyclable Dealers Permit Program, Construction Waste Management Plan Program, and ongoing general Solid Waste and Recycling Consulting services. On September 3, 2019, MuniEnvironmental, LLC submitted a new proposal. The City solicited proposals from two (2) other waste and recycling management consulting firms. None of the other companies submitted proposals by the deadline.

City staff is recommending that the City Council approve the three (3) year Agreement with MuniEnvironmental, LLC to July 14, 2022. This will ensure that the City continues to meet program mandates enacted by the California State Legislature.

#### **FISCAL IMPACT**

Funding for MuniEnvironmental, LLC is included in the approved budget and the cost of the agreement would be paid from the fees collected from the Franchise Waste Haulers and the Permitted Recycling Dealers. There should be some increases in revenue which will more than cover the cost of the agreement.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", with a large checkmark at the end.

Raymond R. Cruz  
City Manager

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

1. Professional Services Agreement

**CITY OF SANTA FE SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH MUNIENVIRONMENTAL, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and MuniEnvironmental, LLC ("Consultant").

**W I T N E S S E T H :**

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Waste and Recycling Program Management Services to the City, as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \$105,500 per year.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on \_\_\_\_\_, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one additional year period upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a

"claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONSULTANT:

MuniEnvironmental, LLC  
3730 E. Broadway, Ste. A  
Long Beach, CA 90803

Tel: (562) 432-3700  
Attn: Jeff Duhamel  
Principal Consultant

### IF TO CITY:

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

Tel: (562) 868-0511  
Attn: Maribel Garcia  
Sr. Management Analyst

### Courtesy copy to:

City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Attn: Finance Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection

with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring

or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**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.

**CONSULTANT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Jeff Duhamel, Principal Consultant

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF SANTA FE SPRINGS**

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

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

**EXHIBIT A**

**CITY'S REQUEST FOR PROPOSALS**



EXHIBIT A

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • [www.santafesprings.org](http://www.santafesprings.org)

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

August 16, 2019

MuniEnvironmental Professional Consultants  
3730 E. Broadway Ste. A  
Long Beach CA 90803

RE: Request for Proposal - Environmental and Recycling Consulting Services

Dear Mr. Duhamel:

The City of Santa Fe Springs is requesting a proposal to provide environmental and recycling consulting services for assistance in on-going compliance with CalRecycle regulations and program support services related to environmental and recycling regulations. The consultant selected through this procurement process will serve as an independent contractor.

Please provide a lump sum annual fee to provide the following tasks. Also, include a schedule of hourly rates that will be used to respond to additional tasks requested through an Amendment of Professional Services Agreement. Deadline to submit proposal is Tuesday, September 3, 2019 at 11:00 a.m.

It is the City's intent to enter into a Professional Services Agreement with a term of thirty-six (36) months effective the date the Agreement is executed.

The Projects listed below serve as examples of the typical types of projects for which the City may require consulting services.

**Task 1 - Assist the City in solid waste reporting documents**

- (A) Provide assistance to identify current best practices in solid waste reporting and regulations in terms of solid waste franchises;
- (B) Develop reporting procedures/processes for the City to remain in compliance with CalRecycle;
- (C) Assist City staff in the management of Municipal Code definitions for waste types and enforcement mechanisms for haulers, residents, or business owners who fail to abide by CalRecycle and City regulations;
- (D) Propose alternate system(s) for solid waste recycling that could be considered for implementation to meet required State and county standards.

**Task 2 - Assist in the collection of data from solid waste franchise operators and permitted recyclers**

- (A) Generate monthly recycling tonnage reports, per generator and commodity, to be sent to each permitted recycler;
- (B) Distribute monthly reports via email or USPS to all permitted recyclers;
- (C) Develop and manage citywide recycling database, recording all monthly commodity and weights reports;
- (D) Review quarterly tonnage and account information from each franchise solid waste service provider;
- (E) Complete reports necessary for State compliance.
- (F) Annually assist staff in the processing of recyclable dealer permits.

Juanita Trujillo, Mayor • William K. Rounds, Mayor Pro Tem

City Council

John M. Mora • Annette Rodriguez • Joe Angel Zamora

City Manager

Raymond R. Cruz

- (G) Assist code enforcement officials in their enforcement of the City Ordinance that governs permitted recycling activities.
- (H) Reconcile Disposal Reporting Systems quarterly and annual tonnage reports.
- (I) Identify rogue hauling activities and tons reported to non-disposal and disposal facilities.

### **Task 3 - Analyze Community Development Department Practices for Compliance with CalGreen Building Codes**

- (A) Review the City's Development Services Department's practices for quantifying construction and demolition waste;
- (B) Daily, process each construction waste management plan (CWMP). All projects within the City of Santa Fe Springs are required to meet a diversion rate of 75%;
- (C) Prepare and distribute CWMP approval letters, one (1) prior to permit issuance, and one (1) prior to final approval;
- (D) Track all generated and diverted materials from each approved construction project;
- (E) Field all telephone inquiries from contractors, builders and owners.

### **Task 4 - Assist with City's Interaction with CalRecycle**

- (A) Assist in the preparation of CalRecycle reports including the annual report (EAR report);
- (B) Participate in conference calls and annual tours with CalRecycle as scheduled.

### **Task 5 - Community and Business Outreach**

- (A) Perform community and business outreach on mandatory commercial and organics recycling, to include field work, site visits, and customer assistance;
- (B) Resolve conflicts between franchise haulers, permitted recyclers, and customers as related to City and State solid waste regulations.

### **Task 6 - Monthly Meetings**

- (A) Prepare the agenda/minutes for monthly franchise hauler meetings.
- (B) If requested, provide technical support for the City in administration of the residential solid waste collection agreements.
- (C) If requested, attend City Council meetings.

### **Other Programs**

- (A) Manage the City's Used Oil/Used Filter Recycling Program
- (B) Manage the City's Beverage Container Program
- (C) Coordinate the Los Angeles County Hazardous Waste and E-Waste Roundup Program

Again, deadline to submit proposal is Tuesday, September 3, 2019 by 11:00 a.m. to Maribel Garcia, Sr. Management Analyst.

Sincerely,

Maribel Garcia  
Sr. Management Analyst

Juanita Trujillo, Mayor • William K. Rounds, Mayor Pro Tem  
City Council  
John M. Mora • Annette Rodriguez • Joe Angel Zamora  
City Manager  
Raymond R. Cruz

**EXHIBIT B**  
**CONSULTANT'S RESPONSE**



***A PROFESSIONAL SERVICES PROPOSAL  
SOLID WASTE & RECYCLING CONSULTING***

***FOR THE***



*Prepared by:*



*Presented to:*

***Mrs. Maribel Garcia***  
*Senior Management Analyst*

*August 2019*



August 30, 2019

Mrs. Maribel Garcia  
Senior Management Analyst  
City of Santa Fe Springs

Mrs. Garcia,

MuniEnvironmental, LLC. (Muni) is pleased to present the following task driven proposal for the ongoing management of the City of Santa Fe Springs' Recyclable Dealers Permit Program, Construction Waste Management Plan Program, and ongoing general Solid Waste and Recycling Consultant services.

The proposal contained herein addresses the tasks necessary to continue to meet the requirements of AB 939 (The Integrated Waste Management Act of 1989), SB 1374 (Mandatory construction diversion programming of 2002), California Green Building Code (2014 and forward), AB 341 (Mandatory commercial recycling act), AB 1826 (Mandatory Organics Waste Recycling) and additional program mandates enacted by California State Legislature and/or CalRecycle.

The cost estimate for the proposed services is **\$105,500 per year**. This a three (3) year term, as with our past Agreement.

If you require any further assistance or clarification, please do not hesitate to call me at 562-432-3700.

Sincerely,

Jeff Duhamel  
Principal Consultant



## ***I. Related Experience***

***MuniEnvironmental, LLC.*** Is a team of educated and experienced professionals providing consulting expertise in the Solid Waste and Recycling industry. We provide consulting services to municipalities and governmental agencies attempting to implement mandated regulatory requirements while striving to preserve their leadership and administrative role with their contract service providers and business community.

MuniEnvironmental serves municipalities, governmental agencies and certain private sector businesses such as nonprofit organizations and associations, universities, hospitals and campus style facilities. MuniEnvironmental does not provide consulting services to publicly traded or privately held solid waste service providers, landfill owner/operators, or solid waste facility owner/operators.

The founder of MuniEnvironmental, Mr. Jeff Duhamel, has worked in the solid waste and recycling industry since 1993. Mr. Duhamel assisted the City in a number of programs including the recent construction diversion Waste Management Plan program, developed the City's new Recyclable Dealer Permit Program, City Ordinance update, a number of recycling education programs, annual CalRecycle reporting and CalRecycle bi-annual reviews.

Over the years, our staff of seasoned professionals have assisted clients achieve recycling goals, reduce disposal costs, update ordinances, and manage complicated franchise agreements.



## **Scope of Work**

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### **1.0 Construction and Demolition Waste Monitoring and Reporting Program**

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The consultant developed and is currently working with the City of Santa Fe Springs in the ongoing construction and demolition diversion and monitoring program. This mandatory program (SB 1374) requirement was enacted in 2002, requiring municipalities to develop programs for construction waste diversion, with a current requirement of 65% diversion.

The consultant proposes to continue operating the existing SB 1374 construction project-tracking program through the recently implemented construction Waste Management Plan (WMP) in accordance with the **California Green Building Code** requirements.

#### **1.1 Monitoring**

The consultant will monitor active projects on a daily basis by tracking and managing the job-site WMP from the original submittal date through the completion of each covered project. Consultant will quantify all on-site, off-site, and re-use covered materials as required by CalRecycle and the California Green Building Code.

#### **1.2 Diversion Tonnage Reporting**

Additionally, the consultant will work closely with each of the Franchised and Permitted Recyclers to confirm the accuracy of reported tonnage information.

#### **1.3 Job-Site Visits/Technical Assistance/Education Outreach**

On an ongoing basis, the consultant will review all submitted WMP applications, perform site visits at construction and demolition projects in the City, as well as meet with the franchise haulers to quantify their diversion efforts. Each general contractor from these projects will receive the City's new construction & demolition recycling outreach package along with copies of reporting forms and requirements. The consultant will aid the contractor/developer in the completion of all forms and reporting requirements.

Consultant will update and reissue educational information for construction and demolition debris recycling through the annual recycling outreach brochure as required by CalRecycle.



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## **2.0 Recyclable Materials Dealer Permit Program**

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City recyclers have been required to procure an annual Recyclable Materials Dealer Permit, report their activities on a monthly basis while adhering to all the requirements of Chapter 50 of the SFSMC. Additionally, each collector is now required to submit their vehicle insurance certification, procure Bin Decals, report all collection activities, and provide a list of all vehicles to be used for said collection activities.

Consultant will qualify each application according to the performance requirements and regulations stipulated Chapter 50 of the SFSMC. Each collector will be provided a copy of the ordinance and assisted in the reporting and permitting requirements. Consultant will issue and document all collector permits, container decals, generator data, vehicle inventory, and required insurance certificates.

Any recycler operating outside of the prescribed permit program will be referred to the City of Santa Fe Springs code enforcement department.

### **2.1 Reporting**

Each and every Permitted Recycler will be required to submit accurate and verifiable reports as stipulated in Chapter 50 of the SFSMC. Consultant will prepare and mail-out all required monthly blank report logs. Monthly reports will be verified for accuracy and all information contained therein will be gathered into a master database program. All tonnages, points of service (generators), commodities, and processing locations will be recorded.

City Finance Department will collect all reports and fees. Copies of the payments and original reports shall be submitted to Muni for processing. Consultant will not collect any funds from either the recyclers or generators for any aspect of this program. All financial dealings will be processed by the City of Santa Fe Springs finance department.

Muni requires recyclers to maintain verifiable back-up documentation to substantiate the monthly reports and materials recovered. Verifiable documentation may consist of scale tickets, billing records, dump tickets, and any industry standard reporting documents. All self-haulers will be required to present the same documentation, if requested, as the recyclers. Any generator self-hauling will be required to identify the equipment being used and proof of ownership, additionally; self-haulers will be required to identify a point of final destination.



Muni will reconcile all reports for accuracies so to safeguard against fraudulent reporting.

## **2.2 Database Management**

All program information and data will be kept in a comprehensive database management program. Consultant will manage a database that will record and document all recycler and generator activities associated with the Recyclable Materials Dealer Permit Program.

All database information including commodities, material handling, container size, bin decals, and the generator/recycler relationship will be available for review by city personnel within 24 hours of notification.

## **2.3 Recycler Audits**

When necessary, Consultant will initiate and perform recycler audits when Consultant discovers inconsistent reporting and/or fraudulent activities. Each audit will include an on-site inspection of all back-up documentation supplied by the particular recycler for that particular reporting period. This Audit will also quantify all tonnages reported, point of generation, and a financial accounting of fees paid.

Any Permitted Dealer found to be out of compliance or having misreported a number greater than 10% will be referred to the City Investigator for further review.

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## **3.0 Mandatory Commercial & Organics Recycling**

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The current recycler permit program constitutes a significant source of diversion for the City of Santa Fe Spring. In addition, the financial structure of the permit program should cover a significant portion of the costs associated with the operation of the program. Consultant will work with the City in establishing new fees associated Recyclable Dealers Permit Program.

For the past number of years, the consultant has overseen the Recyclable Dealers Permit Program including; permitting, monitoring, reporting, database management, and recycler audits. With the introduction of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Organics Recycling) the recycling and reporting program has transitioned from a voluntary program with marginal participation, to a mandatory program that requires citywide participation, monitoring and reporting.



AB 1826 requires each covered commercial business within the City to adopt a number of organic-waste recycling programs that targets the entire organic waste stream including; food-waste, green-waste, wood-waste, and food soiled paper-waste.

#### **4.1 Education Outreach & Monitoring**

AB 341 and AB 1826 places the monitoring and program implementation under the local jurisdiction's control, requiring each municipality to implement mandatory programs and report these actions back to the State of California.

In March of 2019, the City of Santa Fe Springs City Council amended Chapter 50 of the City Ordinance, requiring all business entities to register as a generator and to choose the recycling method they will enact in order to meet the mandatory recycling requirements of the State.

During the 2019-2020 fiscal year, Muni will continue to manage the generator database, distribute updated outreach materials to all new businesses while maintaining the CalRecycle mandatory annual education outreach to existing covered businesses.

#### **4.2 Onsite Technical Assistance**

Muni will continue onsite technical assistance in the implementation of city-approved mandatory recycling programs. Muni assists in implementing the education and monitoring requirements of AB 939 and AB 341 by working closely with local generators, haulers, and permitted dealers in the setting up of approved recycling programs.

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### **5.0 Project Management, City Meetings and Annual Reporting**

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Muni will meet monthly with City of Santa Fe Springs staff to review all deliverables and program implementation results. Muni will prepare an agenda and produce working documents of all programs currently being implemented.

Any and all program difficulties will be presented to staff for comments and suggestions. Muni will present a report of hours allocated to each task to date. Muni will review program costs, hourly budgets and proposed changes to the tasks pending.

Consultant will monitor and track all legislation and regulations that may impact City. All bills before the State Assembly, as well as the State Senate that pertain to solid waste will be reviewed and presented to the City. In the



event proposed legislation would have any impact, either positive or negative, Consultant will recommend appropriate actions to City.

## 5.2 Franchise Hauler Reporting

Each Franchise hauler is required to submit quarterly reporting including but not limited to disposal and recycling records, education and outreach efforts, site-visits, Mandatory Commercial and Organic Recycling efforts as well as an Annual Solid Waste Diversion Plan. Consultant will reconcile all records, review outreach materials and monitor all programs for regulatory compliance.

## 5.3 Landfill Disposal Reconciliation

All landfill operators are required to report all waste received and disposed within their network of landfills. These Disposal Reporting System reports will be reviewed by Consultant and reconciled with hauler reports for inaccuracies and unpermitted activities by non-franchised haulers. If and when Consultant finds unverifiable tonnage apportioned to the City of Santa Fe Springs, Consultant will request hauler records from the landfill operator, so to identify any unpermitted activities that would jeopardize the City's diversion requirements under AB 939.

## 5.4 CalRecycle Meetings

Muni staff will prepare any and all annual reports for CalRecycle. Muni staff will be in attendance during all bi-annual reviews and any local CalRecycle required meetings.

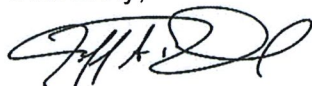
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## 6.0 Proposed Program Income (Future)

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Permit Renewals	20ea. X \$526.00	\$ 10,500.00
Per-Ton-Fee	35,000 X \$2.75	<u>\$ 96,250.00</u>
		<b>\$106,750.00</b>

Sincerely,



Jeff A. Duhamel  
Principal Consultant



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 18A

September 10, 2019

## **PRESENTATION**

Introduction of Department of Community Services New Employee – Maricelia Carmona, Librarian I

## **RECOMMENDATION**

The Mayor may wish to call upon Director of Community Services, Maricela Balderas to introduce Maricelia Carmona

## **BACKGROUND**

Ms. Maricelia Carmona is the new Librarian I in the Library Services Division of the Department of Community Services. Her first date of employment was on Tuesday, September 3, 2019. She is at tonight's Council meeting to be introduced to the City Council and the community.

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

Raymond R. Cruz  
City Manager



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 18B

September 10, 2019

## **PRESENTATION**

Proclamation declaring September 13, 2019 as City of Santa Fe Springs Fiestas Patrias Cultural Celebration

## **RECOMMENDATION**

- Proclaim September 13, 2019 as the official Fiestas Patrias Cultural Celebration in Santa Fe Springs.

## **BACKGROUND**

Fiestas Patrias is an annual cultural event that commemorates Mexico's Independence from Spain. This year marks the 52<sup>nd</sup> anniversary of the festivities in Santa Fe Springs. For 2019, the Parks and Recreation Services Division is taking the lead in planning and implementing the event.

The 2019 Fiestas Patrias event will take place on Friday, September 13, 2019 from 6:00 p.m. - 11:00 p.m. at Town Center Plaza. We are highlighting the state of Hidalgo, which is located in central Mexico and is the 17<sup>th</sup> largest state in population. The state is known for their woodworking and furniture, pottery production and metalworking which originates from their mining past of gold, silver, copper and iron.

This year's live entertainment schedule begins with Carolina Russek's Folklorico dancing and then proceeds to an all Mariachi lineup. Mariachi Monumental De America performs at 7:00 p.m., Kimberly Garcia performs at 8:00 p.m. and the event is headlined by Mariachi Los Camperos from 9:00 p.m. - 11:00 p.m.

The traditional "El Grito" and ceremony will be from 7:30 p.m. - 8:00 p.m. A member of the Mexican Consulate in Los Angeles has confirmed their attendance and will assist with "El Grito" ceremony. In addition, we will offer arts and crafts by the Family and Human Services Division, an expanded Kids Zone area, food court, beer garden by the SFS Firefighters Association Local 3507, cultural information and a "Map your Heritage" activity by the Library Services Division.

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

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

Raymond R. Cruz  
City Manager

## **Attachment:**

1. Proclamation for Fiestas Patrias Cultural Celebration

**WHEREAS**, the City of Santa Fe Springs takes great pride in the cultural and historical backgrounds of its residents; and

**WHEREAS**, the Community Services Department seeks to recognize the rich cultural heritage of the City's residents through events such as the annual Fiesta Patrias celebration; and

**WHEREAS**, the 2019 Fiestas Patrias Cultural Celebration will be observed on September 13, 2019 and will highlight the state of Hidalgo; and

**WHEREAS**, the City of Santa Fe Springs is honored to celebrate the 52<sup>nd</sup> year of this traditional event; and

**NOW, THEREFORE**, be it resolve that I, Juanita Trujillo, Mayor of the City of Santa Fe Springs, proclaim September 13, 2019 as the official

### **Fiestas Patrias Cultural Celebration**

in Santa Fe Springs to honor our Hispanic/Latino heritage and further encourage the community's support of rich cultural events.

Dated this 10<sup>th</sup> day of September 2019

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Juanita Trujillo, MAYOR

ATTEST:

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Janet Martinez, CITY CLERK



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 19A


September 10, 2019

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Rounds
Beautification	5	Rodriguez
Beautification	2	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Mora
Family & Human Services	1	Rodriguez
Historical	3	Mora
Historical	3	Rodriguez
Historical	2	Zamora
Historical	3	Trujillo
Parks & Recreation	3	Zamora
Parks & Recreation	1	Rounds
Parks & Recreation	1	Rodriguez
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:** Aaron D. Doss (Youth Leadership Committee)

**Recent Actions:** Elena Lopez was appointed to the Family & Human Services Committee, Joe Avila was appointed to the Parks & Recreation Committee

  
Raymond R. Cruz  
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Report Submitted by: Janet Martinez  
City Clerk

Date of Report: September 4, 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**

Aaron D. Doss

## 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)
	<b>Vacant</b>	(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)
	Elena Lopez	(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)
	Adrienne Matte	(20)
	Mark Scoggins*	(21)
	Jeannette Lizarraga	(21)
<b>Rodriguez</b>	<b>Vacant</b>	(20)
	<b>Vacant</b>	(21)
	<b>Vacant</b>	(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>	Joe Avila	(20)
	Adrian Romero	(21)
	William Logan	(21)
	Ralph Aranda	(21)
	Kurt Hamra	(21)
<b>Zamora</b>	Michael Givens	(20)
	<b>Vacant</b>	(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>	<b>Vacant</b>	(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

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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)