



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**March 12, 2020
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

Minutes of the February 13, 2020 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 Successor Agency.

Minutes of the February 13, 2020 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 February 13, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

PUBLIC HEARING

6. Adoption of Mitigated Negative Declaration, Tentative Parcel Map (TPM) No. 82709, Specific Plan Amendment (SPA) Case No. 1, Development Plan Approval (DPA) Case No. 964 (Planning)

Recommendation:

- Open the Public Hearing and receive any comments from the public regarding Tentative Parcel Map No. 82709, Specific Plan Amendment Case No. 1, Development Plan Approval Case No. 964 and related Environmental Document, and thereafter close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan; and
- Approve and adopt the proposed Mitigated Negative Declaration which, based on the findings of the initial study, indicates that although potential significant effects on the environment have been identified, revisions in the project plan or proposal made by, or agreed to by, the applicant, would avoid the effects or mitigate the effects to a point where clearly no significant effects on the environment would occur, and there is no substantial evidence in light of the whole record that the project, as revised, may have a significant effect on the environment; and
- Approve the proposed Mitigation Monitoring and Reporting Program (MMRP) for the proposed project; and
- Approve Tentative Parcel Map No. 82709; Development Plan Approval Case No. 964; and Specific Plan Amendment Case No. 1, subject to the conditions of approval as contained with Resolution No. 9666; and
- Adopt Resolution No. 9666, which incorporates the City Council's findings and actions regarding this matter.

7. Resolution No. 9667 – Authorizing and Approving Projects and the Transfer of the City's Community Development Block Grant (CDBG) Program Unallocated Funds for Fiscal Year 2020-2021 to the Community Block Grant Revolving Fund (City Manager)

Recommendation:

- Open the Public Hearing and hear from anyone wishing to speak on this matter and thereafter close the Public Hearing; and
- Approve the acceptance of CDBG funds as described in the body of this report; and
- Adopt Resolution No. 9667; and
- Authorize Staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

OLD BUSINESS

8. Approval of Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2020 season (Community Services)

Recommendation:

- Approve the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2020 season.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer.

NEW BUSINESS

9. Resolution No. 9650 Approving a contract amendment with the Board of Administration California Public Employees' Retirement System (CalPERS) and Introduction of Ordinance No. 1107 authorizing an amendment to the City's CalPERS contract (Finance)

Recommendation:

- Adopt Resolution No. 9650 that gives notice of intention to amend the CalPERS contract.
- Introduce by title and waive further reading of Ordinance No. 1107, authorizing an amendment to the City's CalPERS contract.

10. FY 2019-20 Midyear Budget Review and Modifications (Finance)

Recommendation:

- Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

11. Authorize the Purchase of One (1) Ford Police Interceptor Hybrid from Fairway Ford by Piggybacking off a Purchase by the City of Whittier (Finance)

Recommendation:

- Authorize the purchase of (1) New 2020 Ford Explorer Police Interceptor Hybrid by piggybacking off a purchase by the City of Whittier through Fairway Ford.
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$43,649.62 to process this order.

12. Authorize the Purchase of One (1) Paratransit Bus by Piggybacking off the California Association for Coordinated Transportation Vehicle Purchasing Cooperative (CalAct) (Finance)

Recommendation:

- Authorize the purchase of (1) New Ford Starcraft Paratransit Bus from Creative Bus Sales by piggybacking off of CalAct/MBTA cooperative contract No. 15-3-CBS.
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$93,178.67 to process this order.

13. Waste and Recycling Program Management Services – Authorization to Advertise Request for Proposals (City Manager)

Recommendation:

- Authorize the Senior Management Analyst to advertise a Request for Proposals for Waste and Recycling Program Management Services.

14. Consideration of an appeal of a denial of an application for a Conditional Use Permit (CUP) Case No. 795, Zone Variance (ZV) Case No. 82, Zone Variance (ZV) Case No. 84-87 and Development Agreement (DA) 01-2020, filed by Becker Boards, on a parcel located at 13539 Freeway Drive (APN: 8069-016-006) (Planning)
Recommendation:
- Consider the information presented in this report, in combination with the January 13, 2020 and February 12, 2020 Planning Commission (PC) staff reports, approved minutes for the January 13, 2020 PC meeting, and the draft minutes for the February 12, 2020 PC meeting, which collectively provide necessary background and context; and
 - Set a Public Hearing for the April 9, 2020 City Council meeting to hear and consider the subject appeal.
15. Resolution No. 9665 – Request for Parking Restrictions during Certain Hours on Smith Avenue west of Norwalk Boulevard (Public Works)
Recommendation:
- Adopt Resolution No. 9665 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on the north side of Smith Avenue from a point 645 feet west of Norwalk Boulevard to a point 1,070 feet west of Norwalk Boulevard and implement a tow-away zone within the same limits for vehicles that violate the restriction.
16. Custodial Services – Request for Contract Increase (Public Works)
Recommendation:
- Approve a 5% increase to contract with EE Building Maintenance for performing city-wide Custodial Services retroactive to March 1, 2020.
- CLOSED SESSION**
17. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Consideration of initiation of litigation pursuant to Government Code section 54956.9(d)(4): Four cases
- CLOSED SESSION**
18. PUBLIC EMPLOYMENT
(Pursuant to California Government Code Section 54957(b)(1))
TITLE: City Manager Evaluation
- CLOSED SESSION**
19. CONFERENCES WITH LABOR NEGOTIATORS
(Pursuant to California Government Code Section 54957.6)
Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney
Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

CLOSED SESSION

20. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

Please note: Item Nos. 21 – 30, will commence at the 6:30 p.m. hour.

21. INVOCATION

22. PLEDGE OF ALLEGIANCE

23. INTRODUCTIONS

- Representatives from the Chamber of Commerce

24. ANNOUNCEMENTS

25. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

26. PRESENTATIONS

- a. Recognition of Chase Bradshaw for Eagle Scout Project for renovation of pumper rail utility cart at Heritage Park
- b. Recognition of Santa Fe High School Junior Varsity and Varsity Pepsters
- c. Recognition of Santa Fe High School Junior Varsity Girls Cross Country Team

27. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments


28. 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.*

29. COUNCIL COMMENTS

30. ADJOURNMENT

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



 Janet Martinez, CMC, City Clerk

March 5, 2020

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

March 12, 2020

CONSENT AGENDA

Minutes of the February 13, 2020 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- February 13, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachments:

1. February 13, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

February 13, 2020

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

Members absent: Councilmember/Director Zamora

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

Minutes of the January 9, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

Minutes of the January 9, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Rodriguez, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

CITY COUNCIL

5. CONSENT AGENDA

- a. Minutes of the January 9, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Quarterly Treasurer's Report of Investments for the Quarter Ended December 31, 2019 (Finance)

Recommendation:

- Receive and file the report.

- c. Greenstone Avenue Street Improvements – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to Sully-Miller Contracting Company of Brea, California for a total of \$1,603,586.41 (less 5% Retention).

- d. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

- e. Amendment Number Two to Landscape Maintenance Services Agreement with Complete Landscape Care, Inc. to increase the fixed monthly compensation fee by 4.5% (City Attorney)

Recommendation:

- Approve Amendment Number Two to the Landscape Maintenance Services Agreement with Complete Landscape Care, Inc., effective January 1, 2020, to increase the fixed monthly compensation fee by 4.5%; and
- Authorize the Mayor to execute Amendment Number Two.

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Mora, to approve Items Nos. 5A through 5E, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nays: None

Absent: Zamora

PUBLIC HEARING

6. State of California Citizens' Option for Public Safety (COPS) Grant Program (Police Services)

Recommendation:

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

Mayor Rounds opened the Public Hearing at 6:04 p.m.

There was no one wishing to speak during the Public Hearing.

Mayor Rounds closed the Public Hearing at 6:04 p.m.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to approve the expenditure of the State of California Citizens' Option for Public Safety (COPS) grant funds as outlined in the plan contained herein, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

NEW BUSINESS

7. First Reading of Ordinance No. 1112 Amending the Heritage Arts Advisory Committee Membership and Adoption of Resolution No. 9661 Relating to Establishment of and Rules for City Advisory Committees (City Attorney)

Recommendation:

- Have first reading by title only and waive further reading of Ordinance No. 1112 amending the Heritage Arts Advisory Committee Membership.
- Adopt Resolution No. 9661 relating to the establishment of and rules for City advisory committees.
- Direct the appointment of the current members of the Beautification and Historical Advisory Committees to the new consolidated committee.
- Direct that the new consolidated committee meet at the current date, time, and location of the Beautification Advisory Committee meetings, with the understanding that the committee has the discretion to make future changes.
- Provide direction regarding the name of the new consolidated committee.

It was moved by Councilmember Rodriguez, seconded by Councilmember Trujillo, to have first reading by title only and waive further reading of Ordinance No. 1112 amending the Heritage Arts Advisory Committee Membership, adopt Resolution No. 9661 relating to the establishment of and rules for City advisory committees, direct the appointment of the current members of the Beautification and Historical Advisory Committees to the new consolidated committee, direct that the new consolidated committee meet at the current date, time, and location of the Beautification Advisory Committee meetings, with the understanding that the committee has the discretion to make future changes, and provide direction regarding the name of the new consolidated committee, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Trujillo, to reappoint all former Historical and Beautification Advisory Committee members to the new committee, by the following vote:

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

Mayor Rounds and Councilmember Trujillo suggested that the new committee decide their own name.

8. Resolution No. 9660 – Weed Abatement (City Clerk)

Recommendation:

- Adopt Resolution No. 9660 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 27, 2020 as the date for the Public Hearing.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Rodriguez, to adopt Resolution No. 9660 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 27, 2020 as the date for the Public Hearing, by the following vote:

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

9. Award of Contract – General Plan and Targeted Zoning Code Update (Planning)

Recommendation:

- Accept the proposal from MIG; and
- Award a contract to MIG, in an amount not to exceed \$1,294,510.00, for the General Plan and Targeted Zoning Code Update; and
- Appropriate \$121,110.73 from the General Fund to project PL180001 (General Plan) to cover project costs in excess of the current appropriation and available grant funding; and
- Appropriate \$493,670.57 to account PL180001 from the Caltrans Sustainable Community Planning grant and the SB2 Planning grant (grant funded costs); and
- Authorize the Mayor or designee to execute a Professional Services Agreement, subject to the final review and approval of the City Attorney, with MIG for the General Plan and Targeted Zoning Code Update.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Rodriguez, to accept the proposal from MIG, award a contract to MIG in an amount not to exceed \$1,294,510.00, for the General Plan and Targeted Zoning Code Update, and appropriate \$121,110.73 from the General Fund to project PL180001 (General Plan) to cover project costs in excess of the current appropriation and available grant funding, appropriate \$493,670.57 to account PL180001 from the Caltrans Sustainable Community Planning grant and the SB2 Planning grant (grant funded costs), and authorize the Mayor or designee to execute a Professional Services Agreement, subject to the final review and approval of the City Attorney, with MIG for the General Plan and Targeted Zoning Code Update, by the following vote:

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

Absent: Zamora

10. Florence Avenue Widening – Award of Contract (Public Works)

Recommendation:

- Accept the bids; and
- Award a contract to Hardy & Harper Company of Lake Forest, California, in the amount of \$2,708,500.00.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Mora, to accept the bids, and award a contract to Hardy & Harper Company of Lake Forest, California, in the amount of \$2,708,500.00, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

11. Resolution No. 9659 – 9051 Sorensen Avenue No Stopping Any Time Parking Restriction and Tow- Away Zone (Public Works)

Recommendation:

- Adopt Resolution No. 9659, which would prohibit the parking and stopping of vehicles on the west side of Sorensen Avenue from 250 feet south of the southerly limit of the Union Pacific right of way to a point 420 feet southerly and implement a tow-away zone within the same limits for vehicles that violate the restriction.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to adopt Resolution No. 9659, which would prohibit the parking and stopping of vehicles on the west side of Sorensen Avenue from 250 feet south of the southerly limit of the Union Pacific right of way to a point 420 feet southerly and implement a tow-away zone within the same limits for vehicles that violate the restriction, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

12. Modification of Job Specification - Streets and Grounds Lead Worker (Finance)

Recommendation:

- Approve the Proposed Modification of the Job Specification for the Position of Streets and Grounds Leads Worker.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Trujillo, to approve the Proposed Modification of the Job Specification for the Position of Streets and Grounds Leads Worker, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

13. Dunning Street Improvements Project – Authorization of Contract Change Order Number One (Public Works)

Recommendation:

- Approve adding Dunning Street Improvements (Orr & Day Road to Longworth Avenue) to the Capital Improvements Plan Year Two Street Improvement Project List;
- Appropriate \$85,000 from CIP Utility User Tax Fund to Activity Number PW 190501; and
- Approve the Ann Street Improvements Contract Change Order Number One, for the construction of the Dunning Street Improvements project; and
- Authorize the Mayor to execute Contract Change Order Number One.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to approve adding Dunning Street Improvements (Orr & Day Road to Longworth Avenue) to the Capital Improvements Plan Year Two Street Improvement Project List, appropriate \$85,000 from CIP Utility User Tax Fund to Activity Number PW 190501, approve the Ann Street Improvements Contract Change Order Number One, for the construction of the Dunning Street Improvements project, and authorize the Mayor to execute Contract Change Order Number One, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

14. On-Call Transportation Services Agreement – Approval of Agreement (Public Works)

Recommendation:

- Approve the agreement with A&D Transportation L.P., of Santa Fe Springs, California, to provide On-Call Transportation Services; and
- Authorize the Mayor to execute the agreement on behalf of the City.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Rodriguez, to approve the agreement with A&D Transportation L.P., of Santa Fe Springs, California, to provide On-Call Transportation Services, and authorize the Mayor to execute the agreement on behalf of the City, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: None

Absent: Zamora

CLOSED SESSION

15. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Consideration of initiation of litigation pursuant to Government Code section 54956.9(d)(4): One case

CLOSED SESSION

16. PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

CLOSED SESSION

17. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

CLOSED SESSION

18. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

Mayor Rounds stated that Item Nos. 15 – 18 would be considered after Item No. 27 on the agenda.

19. INVOCATION

Invocation was led by Councilmember Rodriguez.

20. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Youth Leadership Committee.

21. INTRODUCTIONS

- Representative from the Chamber of Commerce: Susan Crowell from HealthFirst Medical Group, and Lisa Boyajian from Ansa Insurance Services.

22. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- President's Penny Carnival – February 17, 2020 at 1:00 P.M.
- Landlord Engagement Event – February 28, 2020 at 9:00 A.M.
- Clover Karaoke – March 5, 2020 at 12:00 P.M.
- Gamble Puppet Productions' "Hansel & Gretel" – March 6, 2020 at 7:00 P.M.

23. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Ray Cruz spoke about attending the annual California Society of Municipal Finance Officers conference and the League of California Cities City Manager's conference. He highlighted the great presentations and workshops offered by both. He also spoke about the City of Santa Fe Springs Chamber of Commerce Retreat.
- Director of Public Works, Noe Negrete spoke about the current lawsuit in cooperation with other cities against the Central Basin Municipal Water District. He would provide additional updates as they become available.
- Director of Planning, Wayne Morrell spoke about the Promenade Shopping Center being sold for approximately \$32 million. Staff will be working with the new owners to address the ongoing issues that are prevalent with the shopping center.

- Director of Police Services, Dino Torres provided a report on the dedicated traffic enforcement on overtime for the months of November, December, and January.
- Fire Chief, Brent Hayward provided a Coronavirus update. The cities of Carson, Alhambra, and Monterey Park reported having false flyers circulating that claimed to have an outbreak within their cities. He informed everyone that the current thread is extremely minor and that the City's medical responders are trained to assess each phone call for a potential Coronavirus case. He also spoke about the City's new Hazmat handheld sampling device. Lastly, he spoke about the Fire-Rescue Department receiving a print from the Bay Art Academy program students after they received help during last year's Kincade Fire.
- Director of Finance, Travis Hickey spoke about also attending the California Society of Municipal Finance Officers conference. He also spoke about meeting with the City's sales tax consultant – HdL Companies – about the most recent quarter and reported that the sales tax was up 5.5%. They provided a summary for the city as well as an economic outlook.
- Director of Community Services, Maricela Balderas, spoke about children's author Denise Orenstein reading to the children at several local schools. She also spoke about the Community Excursion to Lake Arrowhead being sold out. She spoke about the Prom Project formerly known as the Princess Project Program. Donations are now being accepted for both boys and girls. Lastly, she announced that Metropolitan Little League will be having their opening day on Saturday, March 7th at Lake Center Athletic Park.

24. PRESENTATIONS

- a. Recognition of St. Paul High School Football Team
- b. Recognition of the Norwalk/Santa Fe Springs Saints Youth Football Conference Super Bowl Winning Teams & Cheer
- c. Introduction of New Finance and Administrative Services Employees, Senior Budget Analyst, Alvaro Castellon and Systems Analyst, Jennifer Glaze
- d. 2020 Youth Leadership Committee Report on Retreat to Green Valley Lake, CA and Recognition of Retreat Sponsor Serv-Wel Disposal & Recycling
- e. Proclamation in support of the 2020 Earned Income Tax Credit and Volunteer Income Tax Assistance (VITA) Program
- f. Presentation to Milestone Event Celebrants

25. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

There were no appointments made.

26. ORAL COMMUNICATIONS

Whittier resident Tim Nally spoke during oral communications.

27. COUNCIL COMMENTS

Councilmember Rodriguez thanked the Chamber of Commerce for hosting the business card exchange at the City Library. She expressed her admiration for the youth in the City. She also recognized the Santa Fe High School Pepsters for their achievement, and wished everyone a Happy Valentine's Day.

Councilmember Trujillo spoke about attending the Assembly Member debate and thanked the Chamber of Commerce for hosting it. She also congratulated Councilmember Rodriguez on the birth of her new grandchild and the City Clerk on the birth of her daughter.

Mayor Pro Tem Mora acknowledged the potential that the local youth has to become future leaders. He also highlighted the great assistance provided by the Volunteer Income Tax Assistance Program. He also wished everyone in attendance a Happy Valentine's Day.

Mayor Rounds congratulated Councilmember Rodriguez on her new grandchild and thanked the Chamber of Commerce for providing scholarships to select high school seniors every year. He also spoke about fallen Officer Keith Boyer's 3-year anniversary being on February 20.

CLOSED SESSION

15. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Consideration of initiation of litigation pursuant to Government Code section 54956.9(d)(4): One case

CLOSED SESSION

16. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))
TITLE: City Manager Evaluation

CLOSED SESSION

17. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

CLOSED SESSION

18. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

Mayor Rounds recessed the meetings at 7:49 p.m.

Mayor Rounds convened the meeting at 8:53 p.m.

City Attorney, Ivy M. Tsai, provided a report on the closed session items: Direction was given to staff and no reportable action was taken.

28. ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:53 P.M. in memory of former Police Officer Keith Boyer, Claudia Diaz-Infante, Harry Kauffman, Michael Tucket, and Thomas Jewell.

William K. Rounds
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5B

March 12, 2020

CONSENT AGENDA

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

RECOMMENDATION(S)

- 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, reading "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

None



PUBLIC HEARING

Adoption of Mitigated Negative Declaration, Tentative Parcel Map (TPM) No. 82709, Specific Plan Amendment (SPA) Case No. 1, Development Plan Approval (DPA) Case No. 964

TPM No. 82709: A request for approval to consolidate seven (7) existing parcels into a single parcel, measuring ± 25.33 -acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053)

SPA Case No. 1: A request for approval to amend the Wasted Disposal, Inc. (WDI) Specific Plan to allow for large truck access to the project site along Los Nietos Road; allow for direct line of sight to the adjacent school property; and to prohibited separate leases for the open yard area.

DPA Case No. 964: A request for approval to construct a new 216,500 square foot industrial building located at 9883 Greenleaf Avenue, which is comprised of seven (7) existing parcels, measuring ± 25.33 -acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053).

(CenterPoint Properties)

RECOMMENDATIONS

- Open the Public Hearing and receive any comments from the public regarding Tentative Parcel Map No. 82709, Specific Plan Amendment Case No. 1, Development Plan Approval Case No. 964 and related Environmental Document, and thereafter close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan; and
- Approve and adopt the proposed Mitigated Negative Declaration which, based on the findings of the initial study, indicates that although potential significant effects on the environment have been identified, revisions in the project plan or proposal made by, or agreed to by, the applicant, would avoid the effects or mitigate the effects to a point where clearly no significant effects on the environment would occur, and there is no substantial evidence in light of the whole record that the project, as revised, may have a significant effect on the environment; and
- Approve the proposed Mitigation Monitoring and Reporting Program (MMRP) for the proposed project; and
- Approve Tentative Parcel Map No. 82709; Development Plan Approval Case No. 964; and Specific Plan Amendment Case No. 1, subject to the conditions of approval as contained with Resolution No. 9666; and
- Adopt Resolution No. 9666, which incorporates the City Council's findings and actions regarding this matter.

LOCATION/BACKGROUND

The subject property, located at the northwest corner of Greenleaf Avenue and Los Nietos Road with additional frontage on Santa Fe Springs Road, is comprised of seven (7) parcels (APN: 8167-002-025, 026, 030, 050, 051, 052, 053), measuring ± 25.33 acres. The property is currently zoned M-2 (Heavy Manufacturing) and within the Waste Disposal, Inc (WDI) Specific Plan area.

The Waste Disposal, Inc (WDI) Site, contains a buried reservoir constructed for the storage of crude oil. The reservoir was decommissioned as a storage vessel in the early 1940's, and by the late-1940's the reservoir and surrounding areas were used for the disposal of a variety of liquid and solid wastes. This disposal continued until the mid-1960. Wastes disposed at the Site include petroleum chemicals, solvents, sludges, construction debris, drilling mud, and similar waste materials. During the late 1960s, the reservoir and portions of the site were capped by an engineered capping system that is periodically monitored under the oversight of the US Environmental Protection Agency. The Site was added to the Environmental Protection Agency's National Priorities List – i.e., designated as a "Superfund" site in 1987. Currently, the solid waste still exists onsite and sits at approximately three feet (minimum) below grade and covers the majority of the central and western portions of the site, as well as a portion of the eastern side.

The applicant, CenterPoint Properties, is proposing to demo the existing building and therefor construct a new 216,500 square foot concrete tilt-up industrial building on the subject property. It should be noted that the proposed development will be located outside of the capped area and there will not be any activity that would disturb the cap. In accordance with the City's Zoning Regulations, a Development Plan Approval is required to give proper attention to the construction of new structures, or additions or alteration to existing structure. It should be noted that the applicant is concurrently requesting consideration and approval for a Tentative Parcel Map, and a Specific Plan Amendment.

PROJECT DESCRIPTION

The proposed project requires approval of the following entitlements:

TPM No. 82709: A request for approval to consolidate seven (7) existing parcels into a single parcel, measuring ± 25.33 acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053)

Specific Plan Amendment Case No. 1: A request for approval to amend the WDI Specific Plan to allow for large truck access to the project site along Los Nietos Road; allow for direct line of sight to the adjacent school property; and to prohibit separate leases for the open yard area.

DPA Case No. 964: A request for approval to construct a new 216,500 square foot

industrial building located at 9883 Greenleaf Avenue, which is comprised of seven (7) existing parcels, measuring ± 25.33 acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053).

TENTATIVE PARCEL MAP NO. 82709

The proposed Tentative Parcel Map will effectively consolidate the seven (7) parcels that currently make-up the subject site into one parcel. As shown in the attached plans, the Tentative Parcel Map will involve the removal of existing common property lines, resulting in a single parcel measuring ± 25.33 acres.

SPECIFIC PLAN AMENDMENT CASE NO. 1

The proposed Specific Plan Amendment will amend the existing WDI Specific Plan that was adopted in 2004. It should be noted that although a Specific Plan Amendment case number was assigned to the Project and referenced as such, no formal amendment to the Santa Fe Springs General Plan is being proposed for said development. The Specific Plan Amendment case number assigned is solely in reference to the proposed Specific Plan amendment.

The WDI Specific Plan was adopted as a guideline for the redevelopment of a federally-designated Superfund site known as the Wasted Disposal Inc. Site. The Site is generally described as the area north of Los Nietos Road, east of Santa Fe Springs Road, west of Greenleaf Avenue and south of the prolongation of Barton Road. The WDI Site is approximately 38 acres and encompassing 22 separate parcels.

Proposed Changes

The main purpose of the proposed Specific Plan Amendment is to accomplish the following:

1. *Allow for direct line of sight to the adjacent property.*

As outlined in Section 3.3.6 (Line of Sight) of the Specific Plan (page 15), no building on the project site is permitted to provide a direct line of sight from any windows or the rooftop to any portion of the adjacent school property. As proposed, the building's east elevation, which directly faces the adjacent campus of St. Paul High School, will include ground-level and clearstory window. Therefore, the inclusion of windows for this building elevation would require that the direct line of sight provision be removed. The alternative is for the proposed building to not have any windows along the east elevation, however, that would result in developing a less attractive building with no window treatment along the east elevation. It should be noted that the area where the proposed windows are located will be facing the parking lot of St. Paul High School. The closest building from St. Paul High School is 450 feet away from the proposed building.

2. *Allow for large truck access to the project site along Los Nietos Road.*

As outlined in Section 3.3.7 (Site Access and Circulation) of the Specific Plan

(page 15), the Specific Plan currently prohibits large truck access to the project site from future driveways along Los Nietos Road. The project as designed include driveways along Los Nietos Road and Santa Fe Springs, both of which will be used by large trucks. The proposed changes will allow for large truck access along Los Nietos Road. The alternative is to only allow for truck access along Santa Fe Springs Road, however, that would result in concentrating all truck traffic on Santa Fe Springs Road.

3. *Prohibit separate leases for the open yard area.*

The third specific plan amendment involves the addition of a new operational provision that prohibit separate leases for the to exterior open yard area only. Exterior open yard areas at the site shall only be leased to tenants that are concurrently leasing interior space within the on-site industrial building.

Proposed Specific Plan Text Amendment

The proposed changes to the existing WDI Specific Plan involves amending Sections 3.2, 3.3.6 and 3.3.7 of the specific plan relating to "Proposed Land Uses", "Line of Sight" and "Site Access & Circulation".

NOTE: Proposed changes are shown as strikethrough (for deletions) and underlined text (for additions). All other requirements related to the WDI Specific Plan will remain the same.

3.2 Proposed Land Uses

W) Other similar uses which the City, after study and deliberation, finds to be consistent with the purpose of the Zoning Ordinance, and which would be similar to the uses listed as permitted uses and would be compatible to those uses. All approved uses must be compatible with the remedy selected in the Amended Record of Decision.

Truck, trailer, chassis, outdoor storage or container storage uses shall only be permitted as an accessory uses to a permitted primary use. Exterior open yard areas at the Site shall only be operated by tenants that are leasing the interior space within the on-Site industrial building. For instance where the building is leased to multiple tenants, each tenant must operate a minimum of 25% of the interior warehouse space.

3.3.6 Line of Sight

It is established that the security of the adjacent high school is a major concern to the operators of the school site as well as the City Council. ~~No building on the WDI Site shall provide a direct line of sight from any windows or the rooftop of a building to any portion of the school property.~~ In addition, landscaping on the northern boundary of

the Site adjacent to the school property shall be provided in such a manner as to screen all uses from the high school and provide an effective buffer. Such screening and landscaping shall discourage opportunities for vandalism and should provide sufficient access for maintenance of the landscaping and screening materials.

3.3.7 Site Access & Circulation

Access to the Site shall allow for effective circulation and maneuvering for large vehicles. At least one major access point for trucks shall be provided along Santa Fe Springs Road at a sufficient distance from the intersection of Los Nietos Road to not interfere with on-street circulation. No large truck access shall be provided along Greenleaf Avenue ~~or Los Nietos Road~~ and all ingress and egress points along Greenleaf Avenue shall be as far south as practicable. All loading docks must be screened from view from public streets by the building on the Site. Screen walls shall only be used in limited, necessary situations and shall be constructed in such a manner as to discourage opportunities for vandalism and provide sufficient access for maintenance of the screening materials. Street facing walls shall be subject to design review by the City.

DEVELOPMENT PLAN APPROVAL CASE NO. 964

Site Plan

The proposed development will consist of one 216,500 sq. ft. industrial building located along the northwest corner of Greenleaf Avenue and Los Nietos Road. The proposed building will be setback a minimum of 42' from the street facing property line along Santa Fe Springs Road, Greenleaf Avenue and Los Nietos Road. The proposed development will provide three driveways along Santa Fe Springs Road, Greenleaf Avenue and Los Nietos Road. Driveways along Santa Fe Springs Road and Los Nietos Road are proposed to be use for truck ingress and egress. Driveway along Greenleaf Avenue will be restricted for passenger vehicle only. Parking for the subject property is distributed evenly throughout the property.

Floor Plan

There will be two main entrances to the proposed building located at the southeast corner and southwest corner of the building.

The proposed development will consist of two 8,000 sq. ft. of office areas located at the southeast corner and southwest corner of the proposed building. The remaining 200,500 sq. ft. will be dedicated for industrial use.

Elevations

The elevations indicate that the proposed industrial building will have a contemporary design. Each entry to the office areas are provided with extensive glazing, canopy, color variation, height variation, recessed walls, and materials used. The remaining elevations have also been provided with a combination of the aforementioned

architectural treatments, resulting in an aesthetically pleasing building. Additionally, the proposed building will have a false entrance at the middle of the south elevation in order to soften the continuous elongated building mass.

The maximum height of the building will be 42'. It should be noted that because of the restriction on land penetrating the application is planning to raise portion of the property approximately 14' from the current grade. The application is proposing to import surcharge soil to the subject site. The proposed sectional plan provide a clear illustration of the proposed finish grading of the subject property.

Landscape Requirement

For maximum value, the majority of the landscaping will be provided along the setback areas that adjoins the two street frontages (Greenleaf Avenue and Los Nietos Road). Additionally, as required by the Code, the applicant will landscape at least 6% of the parking area. The minimum landscape requirement for the project, based on the overall street frontage of 439' and 41,207 sq. ft. of parking area is 13,448 sq. ft. According to the conceptual landscape plan, the applicant will be providing an overall total of 90,175 sq. ft. of landscaping throughout the site. The project, therefore, exceeds the minimum requirement set forth in the City's Zoning Regulation.

Parking Requirements

Per the City's Zoning Regulation, the subject property is required to provide a total of 258 parking stalls.

- Proposed Development – 216,500 sq. ft. of industrial use:

Industrial uses, including incidental office uses.

- (a) 0 - 20,000: one parking space per 500 square feet.
- (b) 20,001 - 100,000: one parking space per 750 square feet.
- (c) 100,001 - 200,000: one parking space per 1,000 square feet.
- (d) 200,001 and above: one parking space per 2,000 square feet.

A total of 262 parking stalls will be provided for the entire site: 250 standard stalls and 12 accessible stalls. Additionally, the proposed project will include 431 truck parking stalls. The project, therefore, exceeds the minimum requirement set forth in the City's Zoning Regulations. It should be noted that due to the restriction of penetrating land above the cap, the area above the cap is only permitted for open yard area. The applicant is required to pave the entire parking area.

Loading/ Roll Up Doors

According to the plan, the proposed building will have a total of forty-six (46) loading doors and one (1) dock high door along the north elevation. All loading doors are strategically placed so that they will not be directly visible from Greenleaf Avenue and Los Nietos Road.

Per the City's Zoning Ordinance, all off-street truck loading areas, zones, ramps, doors, wells, or docks shall be designed to provide and maintain a minimum unobstructed area of 120' to allow for proper truck maneuvering on-site. According to the site plan, the proposed design will provide the required unobstructed area in all necessary locations.

Trash Enclosures

According to the site plan, six (6) (1,240 sq. ft.) trash enclosure will be constructed along the northern and southern portion of the property. The proposed trash enclosures are strategically placed in areas that will not be visible or accessible to the public. The size of the trash enclosure might change should the Building Department find it to be deficient.

PREVIOUS ACTIONS BY PLANNING COMMISSION

On February 12, 2020, the Planning Commission held a public hearing on the proposed entitlements. After opening the Public Hearing, listening to a presentation from Staff, and a brief discussion of the issues presented, the Planning Commission recommended that the City Council approve the subject entitlements with added conditions that will prevent truck access along Greenleaf Avenue. Staff worked with the applicant and the City's Traffic Engineer to generate conditions #80 and #81 to address the Planning Commission concern.

The Planning Commission also approved and adopted the proposed Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (IS/MND/MMRP), which, based on the findings of the Initial Study and the proposed mitigation measures, indicates that there is no substantial evidence that the approval of Tentative Parcel Map No. 82709; Development Plan Approval Case No. 964; and Specific Plan Amendment Case No. 1 will have significant adverse effects that cannot be mitigated to levels of insignificance.

STREETS AND HIGHWAYS

The subject site is located along Greenleaf Avenue, Los Nietos Road and Santa Fe Springs Road. Santa Fe Springs Road is designated as a "Major" arterial. Greenleaf Avenue and Los Nietos Road are designated as a "Secondary" arterial, within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject property is currently zoned M-2, Heavy Manufacturing, with a general plan land use designation of "Industrial". The Zoning, General Plan and Land Use of the surrounding properties are shown in "Table 1":

Table 1
General Plan Consistency Analysis

| <i>Direction</i> | <i>Zoning District</i> | <i>General Plan</i> | <i>Land Use</i> |
|------------------|------------------------|---------------------|--|
| North | PF | Public Facility | 9635 Greenleaf Avenue – St. Paul High School |
| South | M-2 | Industrial | 10015 Greenleaf Avenue – Dynamic Enterprises Inc |
| East | M-2 | Industrial | 12905 Los Nietos – Vacant (Proposed new industrial building) |
| West | M-2 | Industrial | 9719 Santa Fe Springs Road – Zumar Industries Inc |

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 et seq. and 65854 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.866 of the City's Municipal Code. Legal notice of the Public Hearing for the proposed zone change was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on February 28, 2020. The legal notice was also posted at Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk and published in a newspaper of general circulation (Los Angeles Times) on March 1, 2020, as required by the State Zoning and Development Laws and by the City's Zoning Ordinance.

ENVIRONMENTAL IMPACT ASSESSMENT

The environmental analysis provided in the Initial Study indicates that the proposed project will not result in any significant adverse immitigable impacts on the environment therefore, at the February 12, 2020 Planning Commission Meeting, the Planning Commission approved and adopted a Mitigated Negative Declaration (MND) for the proposed Project. The MND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, PlaceWorks, Inc.

Draft MND Review:

The Draft Initial Study/Mitigated Negative Declaration reflects the independent judgment of the City of Santa Fe Springs and the environmental consultant, PlaceWorks, Inc, as to the potential environmental impacts of the proposed project on the environment. The Draft Initial Study/Mitigated Negative Declaration was circulated through the State's Clearinghouse for the required 30-day public review and comments from November 17, 2019 to December 17, 2019. A copy of the Initial Study/Mitigated Negative Declaration was also mailed to all responsible and trustee

agencies as well as surrounding cities for their review and comment. Additionally, all materials were made available for review at the following locations:

- Planning Department Counter - City Hall (11710 Telegraph Road)
- The City of Santa Fe Springs Library
- Los Angeles County Recorder's Office
- On the City's Website

Mitigation Monitoring:

The monitoring and reporting on the implementation of these measures, including the monitoring action, monitoring agency, and the period for implementation, are identified in the Mitigation and Monitoring Program (attachment 4d).

Responses to Initial Study/Mitigated Negative Declaration:


Staff has received four correspondences relating to the proposed Initial Study/Mitigated Negative Declaration from Los Angeles County Sanitation District, California Air Resource Board, Southern California Air Quality Management District, and California Department of Transportation. A response to comment letter was sent to each of the correspondences (attachment 4e).

STAFF REMARKS

Based on the findings set forth in the attached Resolution 9666, Staff finds that the applicant's request meets the criteria set forth in §155.739 of the City's Zoning Ordinance, for the granting of a Development Plan Approval. Staff finds that the applicants request meets the criteria set forth in Section 66412 of the State's Subdivision Map Act, for the granting of Tentative Parcel Map No. 82709. Staff also finds that the applicants request meets the criteria set forth in Section 65454 of the State Planning, Zoning and Development laws set forth the procedures for amending the WDI Specific Plan.

CONDITIONS OF APPROVAL

Conditions of approval for TPM 82709, DPA 964, and SPA 1 is attached to Resolution 9666 as Exhibit A.



Raymond R. Cruz
City Manager

Attachments:

1. Aerial Photograph
2. Public Hearing Notice

(Attachments Continued on following page)

(Attachments Cont'd)

3. Resolution No. 9666
 - a. Exhibit A – Conditions of Approval
4. February 12, 2020 - Planning Commission Staff Report – Available in the City Clerk's Office
 - a. Aerial Photograph
 - b. Public Hearing Notice
 - c. Draft Mitigated Negative Declaration (Available on City's website)
 - d. Mitigation Monitoring and Reporting Program
 - e. CEQA Comment Letters
 - f. Resolution 152-2020
 - g. Exhibit A –Conditions of Approval
 - h. Full Set of Proposed Plans
 - i. WDI Specific Plan (with marked-up)

Attachment 1: Aerial Photograph



Tentative Parcel Map Case No. 82709
Specific Plan Amendment Case No. 1
Development Plan Approval Case No. 964
Applicant: CenterPoint Properties

Attachment 2: Public Hearing Notice

FILE COPY

11710 Telegraph Road CA 90670-3679 (562) 868-0511 Fax (562)

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SANTA FE SPRINGS

**CITY OF SANTA FE SPRINGS
NOTICE OF PUBLIC HEARING
TENTATIVE PARCEL MAP CASE NO. 82709;
DEVELOPMENT PLAN APPROVAL CASE NO. 964; AND
SPECIFIC PLAN AMENDMENT CASE NO. 1**

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

TENTATIVE PARCEL MAP NO. 82709: A request for approval to consolidate seven (7) existing parcels into a single parcel, measuring 25.33-acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053)

DEVELOPMENT PLAN APPROVAL CASE NO. 964: A request for approval to construct a new 216,500 square foot industrial building located at the northerly portion of the WDI site, which comprised of seven (7) existing parcels, measuring 25.33-acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053).

SPECIFIC PLAN AMENDMENT CASE NO. 1: A request for approval to amend the WDI Specific Plan to allow for large truck access to the project site along Los Nietos Road; and allow for direct line of sight to the adjacent school property.

APPLICANT / PROJECT LOCATION: CenterPoint Properties / Northerly Portion of WDI Site (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053)

CEQA STATUS: Upon review of the proposed project, staff has determined that additional environmental analysis is required to meet the requirements of the California Environmental Quality Act (CEQA). The applicant has since retained PlaceWorks Inc. to prepare the necessary CEQA documents and associated Traffic Study. Staff is currently working with the applicant's CEQA consultant on finalizing the Initial Study, subsequent Mitigated Negative Declaration (MND), and Traffic Study. The draft CEQA documents are finalized and an NOI (Notice of Intent) to adopt the Mitigated Negative Declaration was posted in State's Clearinghouse to initiate the mandatory 30-day public review period on November 18, 2019. Additionally, the project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

THE HEARING will be held before the City Council of the City of Santa Fe Springs in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, on **Thursday, March 12, 2020 at 6:00 p.m.**

ALL INTERESTED PERSONS are invited to attend the Public Hearing before City Council and express their opinion on the subject items listed above. You should note that if you challenge the aforementioned project in court, you may be limited to raising only those issues you or someone else raised

RESOLUTION NO. 9666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS REGARDING TENTATIVE PARCEL MAP NO. 82709, SPECIFIC PLAN AMENDMENT CASE NO. 1, AND DEVELOPMENT PLAN APPROVAL CASE NO. 964

WHEREAS, a request was filed for Tentative Parcel Map No. 82709 to allow the consolidation of seven (7) existing parcels that make up the subject property (APN's: 8167-002-025, 026, 030, 050, 051, 052, and 053), into a single parcel measuring ± 25.33 acres; and

WHEREAS, a request was concurrently filed for Specific Plan Amendment Case No. 1 to amend the Waste Disposal Inc (WDI) Specific Plan for properties located to the north of Los Nietos Road, east of Santa Fe Springs Road, west of Greenleaf Avenue, and south of the prolongation of Barton Street, to allow for large truck access to the project site along Los Nietos Road; allow for direct line of sight to the adjacent school property; and to prohibited separate leases for the open yard area; and

WHEREAS, a request was concurrently filed for Development Plan Approval Case No. 964 to allow the construction of a new 216,500 square foot industrial building located at 9883 Greenleaf Avenue, and comprised of seven (7) existing parcels;

WHEREAS, the subject property is located in the M-2, Heavy Manufacturing Zone, and WDI Specific Plan Area; and

WHEREAS, the subject property is located at 9883 Greenleaf Avenue, with Accessor's Parcel Numbers of 8167-002-025, 026, 030, 050, 051, 052, and 053, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owner is CenterPoint Properties, 725 South Figueroa Street, Suite 3005, Los Angeles, California 90017; and

WHEREAS, the proposed development which includes Tentative Parcel Map No. 82709, Specific Plan Amendment Case No. 1, and Development Plan Approval Case No. 964 is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

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

WHEREAS, the Planning Commission considered information presented by the applicant, the Planning and Development Department, and other interested parties at that public hearing on February 12, 2020; and

WHEREAS, on February 12, 2020, the Planning Commission found and determined that the proposed project will not result in any significant adverse immitigable impacts on the environment, therefore, approved and adopted a Mitigated Negative Declaration (MND) for the proposed project; and

WHEREAS, on February 12, 2020, the Planning Commission voted to recommend to the City Council for the approval of Tentative Parcel Map No. 82709, Specific Plan Amendment Case No. 1, Development Plan Approval Case No. 964, and adopt a Mitigated Negative Declaration for the proposed project; and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on March 1, 2020 published a legal notice in the *Los Angeles Times*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on February 28, 2020 to each property owner within a 500-foot radius of the project site in accordance with state law; and

WHEREAS, the City Council of the City of Santa Fe Springs has considered the application, the written and oral staff report, the General Plan and Zoning of the subject property, the public testimony, written comments, or other materials presented at the City Council Meeting on March 12, 2020 concerning Tentative Parcel Map No. 82709, Specific Plan Amendment Case No. 1, and Development Plan Approval Case No. 964.

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

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

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

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

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

In addition, pursuant to Section 21081(a) of the Public Resources Code, findings must be adopted by the decision-maker coincidental to the approval of a Mitigated Negative Declaration, which relates to the Mitigation Monitoring and Reporting Program. These findings shall be incorporated as part of the decision-maker's findings of fact, in response to AB-3180 and in compliance with the requirements of the Public Resources Code. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the City of Santa Fe Springs can make the following additional findings:

- A mitigation reporting or monitoring program will be required; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigation measures adopted as part of the decision-maker's final determination.

A number of mitigation measures have been recommended as a means to reduce or eliminate potential adverse environmental impacts to insignificant levels. AB-3180 requires that a monitoring and reporting program be adopted for the recommended mitigation measures.

SECTION II. TENTATIVE PARCEL MAP FINDINGS

Pursuant to Section 154.07 of the Municipal Code, a tentative map shall not be approved unless the City Council finds that the proposed subdivision, together with the provisions for its design and improvements, is consistent with the general plan as required by Section 66473.5 of the Subdivision Map Act. Additionally, the City Council shall deny a tentative map if it makes any of the findings set forth in Sections 66474 and 66474.6 of the Subdivision Map Act.

- (A) Section 66473.5 and Sections 66474(a) and (b) of the Subdivision Map Act require tentative maps to be consistent with the general plan and specific plans.

The proposed Tentative Parcel Map, subject to the attached conditions, is in accordance with the Subdivision Map Act in that:

Approval of the proposed Tentative Parcel Map would promote a number of Specific General Plan Goal and Policies as described in "Table 1" on the following page:

Table 1
General Plan Consistency Analysis

| General Plan Element | Policy | Project Consistency |
|-----------------------------|--|--|
| Land Use | Goal 9: Provide for growth and diversification of industry and industrial related activities within the Santa Fe Springs industrial area. | The consolidation of the individual parcels will produce one lot that will provide industrial uses that provide a more viable development opportunity of the subject site. |
| | Policy 9.4: Encourage the grouping of adjoining small or odd shaped parcels in order to create more viable development. | The project involves the consolidation of seven (7) existing parcels measuring approximately \pm 25.33 ac. into one (1) parcel. |
| | Goal 11: Support and encourage the viability of the industrial and commercial areas of Santa Fe Springs. | The consolidation of the existing parcels will support and facilitate the development of a new industrial building within city limits. |

The proposed Tentative Parcel Map, subject to the attached conditions, is compatible with the goals and objectives of various elements of the City of Santa Fe Springs General Plan, and therefore, is in compliance with Government Code Sections 66473.5, and 66474(a) and (b).

- (B) Sections 66474(c) and (d) of the Subdivision Map Act require the site to be physically suitable for the type of development and proposed density of development.

The proposed consolidation will allow a new industrial building to be located within a single parcel within the Industrial land-use designation. Therefore, the subject site is physically suitable for the proposed development.

- (C) Sections 66474(e) and (f) of the Subdivision Map Act require that the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or is likely to cause serious public health concerns.

The proposed consolidation is located in an urbanized area that does not contain habitats or would otherwise injure fish and wildlife. Additionally, as required by the California Environmental Quality Act (CEQA), an Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared for the proposed industrial project. According to the IS/MND, the project is not expected to have any impacts on biological resources or cause serious public health problems.

- (D) Section 66474(g) of the Subdivision Map Act requires that the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

New easements for utility or roadways, if necessary, will be provided prior to final map approval.

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

The project is conditioned to meet all federal, state, and local ordinances and requirements including, but not limited to, the California Regional Water Quality Control Board.

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

Future Passive or Natural Heating and Cooling Opportunities will be incorporated with the proposed developments. To the extent feasible, staff will review the proposed developments to ensure that energy-saving devices or materials, including, but not limited to, insulation, double-pane windows, and high efficiency central heating and cooling systems will be incorporated.

SECTION III. SPECIFIC PLAN AMENDMENT FINDINGS

Pursuant to Section 5 of the WDI Specific Plan, this Specific Plan may be amended as often as necessary by the City Council pursuant to Section 65453(a) of the Government Code as long as it is found to be consistent with the General Plan (§65454).:

(A) That the Amendment will not distort or disturb the harmonious relationships of land use designations shown on the General Plan Map and would not disturb the relationship of the various elements of the General Plan.

1. The current General Plan land use designation and Zoning designation for the entire ±25.33-acre property is M-2, Heavy Manufacturing, with a General Plan land use designation of Industrial. The proposed amendment only involve modifying and adding provisions within the existing WDI Specific Plan. The General Plan and Zoning for the subject property will remain unchanged.
2. The following table (Table 2) illustrates how the proposed Specific Plan Amendment will be consistent with the goals and policies of the General Plan.

Table 2

General Plan Consistency Analysis

| Element | Goal & Policy | Project Consistency/comment |
|---------------------------|--|---|
| <u>Land Use</u> | Goal 9: Provide for growth and diversification of industry and industrial related activities within the Santa Fe Springs industrial area. | The propose Specific Plan Amendment will allow for the construction of a new industrial building that will provide a more viable development opportunity of the subject site. |
| | Policy 9.1: Encourage new industries to locate in Santa Fe Springs and providing for the expansion of existing industries | The propose Specific Plan Amendment will prohibit the use of open storage yard within the WDI Specific Plan Area. This will encourage other higher viable industries to operate the subject site. |
| <u>Circulation</u> | Goal 4: Provide for a truck circulation system that facilitates the effective transport of commodities while minimizing the negative | The existing specific plan only allow for trucks access through Santa Fe Springs Road. The propose amendment will diverse some of the truck traffic to Los Nietos Road to create a |

| | | |
|--|------------------------------|---|
| | impacts throughout the City. | better circulation system for the subject site. |
|--|------------------------------|---|

SECTION IV. DEVELOPMENT PLAN APPROVAL FINDINGS

Pursuant to Section 155.739 of the City of Santa Fe Springs Zoning Regulations, the City Council shall consider the following findings in their review and determination of the subject Development Plan Approval. Based on the available information, the City of Santa Fe Springs City Council hereby make the following findings:

(A) *That the proposed development is in conformance with the overall objectives of this chapter.*

The proposed project is located within the M-2, Heavy Manufacturing, Zone. Pursuant to Section 155.240 of the Zoning Regulations, "The purpose of the M-2 Zone is to preserve the lands of the city appropriate for heavy industrial uses, to protect these lands from intrusion by dwellings and inharmonious commercial uses, to promote uniform and orderly industrial development, to create and protect property values, to foster an efficient, wholesome and aesthetically pleasant industrial district, to attract and encourage the location of desirable industrial plants, to provide an industrial environment which will be conducive to good employee relations and pride on the part of all citizens of the community and to provide proper safeguards and appropriate transition for surrounding land uses."

The proposed project is consistent with the purpose of the M-2 Zone in the following manner:

1. The land is appropriate for industrial uses based on its zoning, M-2, Heavy Manufacturing and its General Plan Land Use designation of Industrial.
2. The proposed project will result in a new concrete tilt-up speculative industrial building, therefore the land is being maintained for industrial uses.
3. The new building offers new construction with modern amenities (i.e. greater ceiling height, energy efficient, etc.) that will help to attract local industrial businesses to either locate or remain in Santa Fe Springs.

(B) *That the architectural design of the proposed structures is such that it will enhance the general appearance of the area and be in harmony with the intent of this chapter.*

As mentioned previously, the subject site is currently underutilized. The applicant is proposing to a new concrete-tilt up industrial building on the subject site. The proposed building have been designed with variation in the provided setback, height, color, and materials used. The result is an attractive project with contemporary building that are comparable to other high quality office/industrial projects here in Santa Fe Springs.

- (C) That the proposed structures be considered on the basis of their suitability for their intended purpose and on the appropriate use of materials and on the principles of proportion and harmony of the various elements of the building or structures.

The proposed building is well-designed and should be highly suitable for a variety of office, manufacturing and/or warehouse-type users. The design of the proposed building provide quality architectural design, as demonstrated by glazing, pop-outs, and variations in height, materials, and color. These architectural design elements break up the mass of the building, and present an attractive, distinctive façade to visitors. As designed, the new building is suitable for their intended users, and the distinctive design of the building represents the architectural principles of proportion and harmony.

- (D) That consideration be given to landscaping, fencing and other elements of the proposed development to ensure that the entire development is in harmony with the objectives of this chapter.

Extensive consideration has been given to numerous elements associated with the proposed project to achieve harmony with the City's Zoning Regulations. The majority of the landscaping will be provided along Los Nietos Road and Greenleaf Avenue for maximum aesthetic value. Additionally, the majority of truck wells and dock doors have been strategically placed so that they will not be directly visible from the public right-of-way. And lastly, the proposed trash enclosures have been strategically placed where they are not visible or easily accessible by the public.

- (E) That it is not the intent of this subchapter to require any particular style or type of architecture other than that necessary to harmonize with the general area.

As stated previously, the proposed building is contemporary in design. The architect used variations in the provide setback, materials and color. The style and architecture of the proposed building are consistent with other high quality building in the general area. The architect has applied an extensive amount of glazing, color variation, height variation, and recessed areas into the overall design.

- (F) That it is not the intent of this subchapter to interfere with architectural design except to the extent necessary to achieve the overall objectives of this chapter.

Pursuant to Section 155.736 of the Zoning Regulations "The purpose of the development plan approval is to assure compliance with the provisions of this chapter and to give proper attention to the siting of new structures or additions or alterations to existing structures, particularly in regard to unsightly and undesirable appearance, which would have an adverse effect on surrounding properties and the community in general." The City Council believes that proper attention has been given to the location, size, and design of the proposed building. The City

Council, therefore, finds that the new contemporary industrial building is well-designed and thus will be an enhancement to the overall area.

SECTION V. CITY COUNCIL ACTION

The City Council hereby adopts Resolution No. 9666 to approve Tentative Parcel Map No. 82709 to allow the consolidation of seven (7) existing parcels into a single parcel, measuring ±25.33-acres (APN: 8167-002-025, 026, 030, 050, 051, 052, and 053); recommend to approve of Specific Plan Amendment Case No. 1 to amend the WDI Specific Plan to allow for large truck access to the project site along Los Nietos Road, allow for direct line of sight to the adjacent school property, and prohibited separate leases for the open yard area; to approve Development Plan Approval Case No. 964 to allow the construction of a new 216,500 square foot industrial building located at 9883 Greenleaf Avenue; and also to approve and adopt the proposed Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (IS/MND/MMRP) for the subject property located at 9883 Greenleaf Avenue, subject to conditions attached hereto as Exhibit A.

APPROVED and ADOPTED this 12th day of March, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

Exhibit A – Conditions of Approval
Tentative Parcel Map No. 82709
Development Plan Approval Case No. 964
9883 GREENLEAF AVENUE
CENTERPOINT PROPERTIES

TENTATIVE PARCEL MAP CASE NO. 82709

ENGINEERING / PUBLIC WORKS DEPARTMENT:

(Contact: Robert Garcia 562-868-0511 x7545)

1. Final parcel map checking of \$4,970 plus \$295 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
2. The applicant shall provide at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Jimmy Wong 562-868-0511 x7451)

3. Provisions shall be made for appropriate television systems and for communication systems, including, but not limited to, telephone and internet services. Appropriate cable television systems, as used, means those franchised or licensed to serve the geographical area in which the subdivision is located.
4. The Final Map to be recorded with the Los Angeles County Recorder shall substantially conform to the Tentative Parcel Map submitted by the applicant and on file with the case.
5. Currently, the County of Los Angeles Department of Public Works is utilizing a computerized system to update and digitize the countywide land use base. If the parcel map is prepared using a computerized drafting system, the applicant or their civil engineer shall submit a map in digital graphic format with the final Mylar map to the County of Los Angeles Department of Public Works for recordation and to the City of Santa Fe Springs Department of Public Works for incorporation into its GIS land use map. The City of Santa Fe Springs GIS Coordinate System shall be used for the digital file.
6. Tentative Parcel Map No. 82709 shall expire 24 months after Planning Commission approval, except as provided under the provisions of California Government Code Section 66452.6. During this time period the final map shall be presented to the City of Santa Fe Springs for approval. The subdivision proposed by Tentative Parcel Map No. 82709 shall not be effective until such time that a final map is recorded.

7. The "Subdivider" agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning the subdivision when action is brought within the time period provided for in Government Code, Section 66499.37. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the subdivider of such claim, action or proceeding and shall cooperate fully in the defense thereof.

DEVELOPMENT PLAN APPROVAL CASE NO. 964

ENGINEERING / PUBLIC WORKS DEPARTMENT: **(Contact: Robert Garcia 562-868-0511 x7545)**

STREETS

1. That the applicant shall pay a flat fee of \$131,644.00 to reconstruct/resurface the existing street frontage to centerline for Los Nietos Road and Greenleaf Avenue.
2. The applicant shall pay the costs associated with the installation of an Emergency Vehicle Preemption System (OPTICOM) at the intersection of Los Nietos Road at Greenleaf Avenue as determined by the City Engineer and Fire Chief.
3. That the applicant shall design and construct a 5-foot wide meandering sidewalk per City standards and dedicate an easement along the Los Nietos Road and Greenleaf Avenue street frontages. Dedicated easements shall be shown on the Parcel/Tract Map. Furthermore, said meandering sidewalk shall be shown on both the civil and landscape plans.
4. All oil wells, pipelines, tanks, and related lines within the public right-of-way shall be removed from the right-of-way unless otherwise approved by the City Engineer.
5. That adequate "on-site" parking shall be provided per City requirements, and all streets abutting the development shall be posted "No Stopping Any Time." The City will install the offsite signs and the applicant shall pay \$2,200 to install (11) new signs.
6. The applicant shall reimburse the City for the actual cost for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development. The City will complete the work.
7. That the applicant shall design and construct A.D.A. compliant access ramp and associated sidewalk improvements with black truncated domes to be constructed at north west corner of Los Nietos Road and Greenleaf Avenue per Standard Plan A88A. Construction shall be paid for by the owner/ developer.

8. That common driveways shall not be allowed unless approved by the City Engineer.
9. That applicant shall construct all driveway approaches, curb, & gutter per city standard plan R-6.4C along Greenleaf Avenue and Santa Fe Springs Road. Proposed driveways shall be located/constructed to clear existing fire hydrants, street lights, SCE Poles, water meters, pull boxes, crosswalks etc. The applicant shall remove all existing driveways and construct curb & gutter per city standard plan R-7.
10. The applicant and/or developer shall pay for the design, installation, and inspection of undergrounding all overhead existing utilities on private property.

CITY UTILITIES

11. Storm drains, catch basins, connector pipes, retention basin and appurtenances built for this project shall be constructed in accordance with City specifications Los Nietos Road and Greenleaf Avenue. Storm drain plans shall be approved by the City Engineer.
12. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer. That the applicant shall pay to the City the entire cost of design, engineering, installation and inspection of Fire hydrants.
13. That sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study (including a sewer flow test) shall be submitted along with the sanitary sewer plans.
14. All buildings shall be connected to the sanitary sewers.
15. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.
16. That the applicant shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.
17. The applicant shall have an overall site utility master plan prepared by a Registered Civil Engineer showing proposed location of all public water mains, reclaimed

water mains, sanitary sewers and storm drains. This plan shall be approved by the City Engineer prior to the preparation of any construction plans for the aforementioned improvements.

TRAFFIC

18. That all point of access to the proposed development shall be reviewed and approved by the City Engineer. Left turns may be prohibited as designated by the City Engineer.

FEES

19. That the applicant shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The applicant and/or developer will receive credit for the demolition of any buildings that formerly occupied the site. For new developments, the applicant and/or developer cannot meet the mitigation requirements, the applicant and/or developer shall pay a mitigation fee to be determined by the City Engineer for off-site transportation improvements.
20. That the applicant shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
21. That the applicant shall pay the water trunkline connection fee of \$3,700 per acre upon application for water service connection or if utilizing any existing water service.

MISCELLANEOUS

22. That a grading plan shall be submitted for drainage approval to the City Engineer. The applicant shall pay drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plan.
23. That a hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be prepared by a Professional Civil Engineer.
24. That upon completion of public improvements constructed by developers, the developer's civil engineer shall submit mylar record drawings and an electronic file (AutoCAD Version 2004 or higher) to the office of the City Engineer.
25. That the applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the current MS4 Permit. The applicant will also be required to submit a Certification for the project

and will be required to prepare a Storm Water Pollution Prevention Plan (SWPPP) and Low Impact Development Plan (LID).

DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION):
(Contact: Raúl Díaz 562-906-3813)

26. The applicant shall comply with the applicable Fire Safety conditions defined in the 2004 Adopted Specific Plan for the Development of the Waste Disposal, Inc. Site or any amendment thereof.

DEPARTMENT OF FIRE - RESCUE (ENVIRONMENTAL DIVISION):
(Contact: Tom Hall 562-868-0511 x3715)

27. The applicant shall comply with the applicable environmental conditions defined in the 2004 Adopted Specific Plan for the Development of the Waste Disposal, Inc. Site or any amendment thereof, with the exception of the soil cleanup standards (Appendix I) which are no longer applicable.

POLICE SERVICES DEPARTMENT:
(Contact: Lou Collazo 562-868-0511 x3335)

28. The applicant shall submit and obtain approval of a proposed lighting (photometric) plan for the property from the City's Department of Police Services. The photometric plan shall be designed to provide adequate lighting (minimum of 1 foot candle power) throughout the subject property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance. The photometric plans shall be submitted to the designated contact person from the Department of Police Services no later than sixty (60) day from the date of approval by the Planning Commission. PDF formatted plans are acceptable and shall be emailed to luiscollazo@santafesprings.org.
29. The applicant shall provide an emergency phone number and a contact for the person or persons involved in the supervision of the construction to the Department of Police Services. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the applicant or their representative any time, 24 hours a day.
30. In order to facilitate the removal of unauthorized vehicles parked on the property (after construction of the building is completed), the applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of unauthorized vehicles and indicate that unauthorized vehicles will be removed at the owner's expense and also contain

the California Vehicle Code that permits this action. The sign shall also contain the telephone number of the local law enforcement agency (Police Services Center (562) 409-1850). The lettering within the sign shall not be less than one inch in height. The applicant shall contact the Police Services Center for an inspection no later than 30 days after the project has been completed and prior to the occupancy permit being issued.

31. All tenants occupying the premises are to be notified that all respective work shall be conducted inside at all times including, but not limited to, all loading and unloading of trucks and trailers. Items and/or merchandise shall not be left out awaiting loading.
32. Trucks are not to back-in from the street or block traffic at any time; drivers are subject to citations.
33. Off-street parking areas shall not be reduced or encroached upon at any time.
34. The proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
35. During the construction phase of the proposed project, the contractor shall provide an identification number (i.e. address number) at each building and/or entry gate to direct emergency responders in case of an emergency. The identification numbers may be painted on wood boards and fastened to the temporary construction fence. The boards may be removed after each building has been identified with their individual permanent number address. **DO NOT PAINT NUMBERS ON THE BUILDING.**
36. It shall be the responsibility of the job-supervisor to maintain the job site in a clean and orderly manner. Dirt, dust, and debris that has migrated to the street or neighboring properties shall be immediately cleaned. Porta-potties, or equal, shall not be visible from the public street and maintained on a regular basis.
37. All construction debris shall be placed in trash/recycle bins at the end of every work day and shall not be left visible from public view.
38. The property owner and/or lease agent shall notify any potential tenants they are mandated to comply with the ambient noise requirements as required by Santa Fe Springs Zoning Code Section 155.424.
39. The property owner and/or lease agent shall notify any potential tenants that the parking areas and their respective aisles shall not be reduced or encroached upon with outdoor storage. Moreover, outdoor storage is prohibited at all times.

40. All parking stalls and/or designated parking areas shall be constantly available to all employees during their business hours. Parking Stalls shall not be sectioned off for reserved or preferred parking. Temporary reduction of parking stalls for building construction material, repairs, or the like is permitted and/or for servicing wells, or other underground utilities.
41. The fencing around the perimeter of the property shall be made of expanded metal fence type or equal with small openings to prevent climbing. The fence shall be a minimum height of 11'-0" and shall not have barbed wire, razor wire or other similar additions. The fence along the adjacent school may be subject to full screening if items are visible from the school grounds.

WASTE MANAGEMENT:

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

42. The applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
43. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.
44. The applicant shall comply with Public Resource Code, Section 42900 et seq. (California Solid Waste Reuse and Recycling Access Act of 1991) as amended, which requires each development project to provide adequate storage area for the collection/storage and removal of recyclable and green waste materials.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Jimmy Wong 562-868-0511 x7451)

45. Within the first 5 years following completion of the warehouse shell building, in the event that a tenant of the property proposes to operate trucks with transport refrigeration units (TRUs), the developer/owner shall submit additional technical information (i.e., air quality/greenhouse gas emissions modeling, health risk assessment) to the City of Santa Fe Springs as they may reasonably require. The City shall use this additional technical information to determine whether substantial evidence exists that additional air quality, greenhouse gas, and/or health risk impacts would occur beyond those disclosed in the adopted Mitigated Negative Declaration (and related technical studies) for the Greenleaf Business Center Project (State Clearinghouse No. 2019119061), and whether such impacts warrant further environmental analysis under the California Environmental Quality Act and the adoption of additional feasible mitigation measures.
46. The developer shall provide the City of Santa Fe Springs with a good faith estimate of the total daily and A.M. and P.M. peak hour traffic trips to be generated by tenant(s) intending to lease the building within the first 5 years following completion

of the warehouse shell building. If such estimated traffic trips exceed the quantity of trips disclosed in the "Traffic Impact Analysis for the Greenleaf Business Center Project" dated September 24, 2019 (the "TIA"), the developer shall submit additional information as the City may reasonably require. The City shall use this additional information to determine whether substantial evidence exists that additional traffic impacts would occur beyond those disclosed in the Traffic Impact Analysis for the Greenleaf Business Center Project, and whether such impacts warrant the adoption of additional feasible mitigation measures.

47. Prior to the issuance of any building permit for the subject development, the Developer/Applicant shall provide the City's Planning and Development Department with a copy of the US EPA's written approval of the Project's proposed building and related improvements.
48. To prevent the travel of combustible methane gas into any structure, all slab or foundation penetrations, including plumbing, communication and electrical penetrations must be sealed with an appropriate material. In addition, underground electrical conduits penetrating the slab or foundation of the structure, shall comply with the National Electrical Code (NEC), replete with a seal-off device normally required for classified electrical installations, so as to prevent the travel of combustible methane gas into the structure through conduit runs. Refer to California Electrical Code, Chapter 5, Sections 500 and 501.
49. The subject property is located within the "Methane Zone". As such, the owner/developer shall indicate the subject property is located within the Methane Zone on the first page of the building construction plans. Said indication shall be clearly printed with a minimum 20 point front size.
50. The Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and adopted by the Planning Commission upon completion of the Initial Study/Mitigated Negative Declaration, shall be made part of the conditions of approval for the subject development. The Mitigation Monitoring and Reporting Program is listed as an attachment in Resolution No. 152-2020.
51. The applicant shall be responsible for implementing mitigation measures pursuant to the Mitigation Monitoring and Reporting Program and provide all necessary documentation. Planning Department staff will verify compliance prior to the issuance of the Certificate of Occupancy. On-going monitoring shall be reported to the City every six (6) months.
52. The Department of Planning and Development requires that the double-check detector assembly be placed as far back as practical, screened by shrubs or other materials, and painted forest green. All shrubs shall be planted a minimum distance of two (2) feet surrounding the detector assembly; however, the area in front of the OS and Y valves shall not be screened. The screening shall also only be applicable to the double-check detector assembly and shall not include the fire department connector (FDC). Notwithstanding, the Fire Marshall shall have

discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly. There shall also be a maximum height of two (2) feet from the ground to the bottom of the valve shut off wheel.

53. Applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 1054.
54. Prior to submitting plans to the Building Division for plan check, the applicant shall submit Mechanical plans that include a roof plan that shows the location of all roof mounted equipment. All roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from an adjacent property or a public street shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning or designee.
 - a. To illustrate the visibility of equipment and/or duct work, the following shall be submitted along with the Mechanical Plans:
 - i. A roof plan showing the location of all roof-mounted equipment;
 - ii. Elevations of all existing and proposed mechanical equipment; and
 - iii. A building cross-section drawing which shows the roof-mounted equipment and its relation to the roof and parapet lines.
55. It shall be unlawful for any person to operate equipment or perform any outside construction or repair work on buildings, structures, or projects, other than emergency work, between 7:00 p.m. on one day and 7:00 a.m. of the following day, if such maintenance activity produces noise above the ambient levels as identified in the City's Zoning Regulations.
56. Applicant shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials, existing and proposed, to be used and shall include shrubs designed to fully screen the interior yard and parking areas from public view and 24" box trees along the street frontage. *Said plans shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).*
57. The landscaped areas shall be provided with a suitable, fixed, permanent and automatically controlled method for watering and sprinkling of plants. This operating sprinkler system shall consist of an electrical time clock, control valves, and piped water lines terminating in an appropriate number of sprinklers to insure proper watering periods and to provide water for all plants within the landscaped area. Sprinklers used to satisfy the requirements of this section shall be spaced to assure complete coverage of all landscaped areas. *Said plan shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).*
58. Upon completion of the new landscaping and landscape upgrade, the required landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, mowing of lawns, weeding,

removal of litter, fertilizing, and replacement of plants when necessary and the regular watering of all plantings.

59. The electrical plans, which show the location of electrical transformer(s), shall be subject to approval by the Planning Department. Transformers shall not be located within the front yard setback area. The location of the transformer(s) shall be subject to the prior approval of the Director of Planning and Development or designee. The electrical transformer shall be screened with shrubs consistent with Southern California Edison's Guidelines which requires three foot clearance on sides and back of the equipment, and eight foot clearance in front of the equipment. Additionally, the landscaping irrigation system shall be installed so that they do not spray on equipment. A copy of "Landscaping Around Commercial Pad-mounted Transformers" guidelines is available at the Planning Department.
60. All activities shall occur inside the building. No portion of the required off-street parking and driveway areas shall be used for outdoor storage of any type or for special-event activities, unless prior written approval is obtained from the Director of Planning, Director of Police Services and the Fire Marshall.
61. All vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. Off-site parking is not permitted and would result in the restriction or revocation of privileges granted under this Permit. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
62. All fences, walls, gates and similar improvements for the proposed development shall be subject to the prior approval of the Department of Fire-Rescue and the Department of Planning and Development.
63. The Department of Planning and Development shall first review and approve all sign proposals for the development. The sign proposal (plan) shall include a site plan, building elevation on which the sign will be located, size, style and color of the proposed sign. All drawings shall be properly dimensioned and drawn to scale on 11" x 17" maximum-size paper. All signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
64. A sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning or designee. The calculation to determine the required storage area is: 1% of the first 20,000 sq. ft. of floor area + ½% of floor area exceeding 20,000 sq. ft., but not less than 4 ½ feet in width nor than 6 feet in height. (*Calculations are subject to change*)
65. The applicant shall not allow commercial vehicles, trucks and/or truck tractors to queue on Greenleaf Avenue, Santa Fe Springs Road, or Los Nietos Road, use streets as a staging area, or to back up onto the street from the subject property.
66. The proposed building shall be constructed of quality materials. Any material shall be replaced when and if the material becomes deteriorated, warped, discolored or rusted.

67. Approved suite numbers/letters or address numbers shall be placed on the proposed building in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
68. Prior to issuance of demolition, grading or building permits, the applicant shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
 - a. Covenants.
 1. Applicant shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of applicant's knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.
 - b. Applicant understands and agrees that it will comply with all terms, conditions and restrictions that pertain to and protect the remedy that the U.S. EPA has approved to address any and all contamination on or under any land or structure affected by this approval and issuance of related building permits (Environmental Remedy Conditions). The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
 - c. Applicant understands and agrees that any representations, actions or approvals by the City, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.
 - d. United States Environmental Protection Agency (US EPA)/Qualified Environmental Professional Approvals:
 1. Prior to and as a condition of the City's issuance of any demolition permit for the Project, Applicant shall provide the

Planning Department either: (i) a copy of the US EPA's written approval of Applicant's demolition plans for which the permit is sought, or (ii) a copy of a written determination by a person who qualifies as an environmental professional under US EPA's standards in 40 CFR Section 312.10(b) (Qualified Environmental Professional) that such demolition plans comply with the Environmental Remedy Conditions.

2. Prior to and as a condition of the City's issuance of any grading permit for the Project, Applicant shall provide the Planning Department either: (i) a copy of the US EPA's written approval of Applicant's grading plans for which the permit is sought, or (ii) a copy of a written determination by a Qualified Environmental Professional that such grading plans comply with the Environmental Remedy Conditions.
 3. Prior to and as a condition of the City's issuance of any building permit for any Project improvement, Applicant shall provide the Planning Department either: (i) a copy of the US EPA's written approval of Applicant's plans for any Project improvement for which the permit is sought, or (ii) a copy of a written determination by a Qualified Environmental Professional that such plans comply with the Environmental Remedy Conditions.
69. Prior to occupancy of the property/building, the applicant, and/or his tenant(s), shall obtain a valid business license (AKA Business Operation Tax Certificate), and submit a Statement of Intended Use. Both forms, and other required accompanying forms, may be obtained at City Hall by contacting the Business License Clerk at (562) 868-0511, extension 7527, or through the City's web site (www.santafesprings.org).
70. Applicant shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, tenants, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings for the proposed development. *Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.*
71. Applicant shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact the Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org.

72. The final plot plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning.
73. All loading and unloading shall occur within the interior of the building. Parking by trucks, cars or any other type of vehicles would compromise the width of the fire line. Should the width of fire line be compromised, the owner shall, within 60 days upon receipt of notice from the Planning Department, frame-in the door. This process requires plans to be submitted for approval to the Building Division and Planning Department.
74. Applicant understands if changes to the original plans (submitted and on file with the subject case) are required during construction, revised plans must be provided to the planning department for review and approval prior to the implementation of such changes. Please note that certain changes may also require approvals from other departments.
75. The applicant shall be responsible for ensuring that information contained in construction drawings and/or landscape & irrigation plans are consistent among architectural, structural, electrical, mechanical, plumbing, fire, utility and public improvement plans as well as other civil drawings. This responsibility may be transferred by the applicant to the project architect. While the City aims to correct inconsistencies, it is the ultimate responsibility of the applicant/project architect to remedy, up to and including completion of construction revisions prior to receiving final occupancy approvals.
76. Applicant shall clarify on the construction drawings that all roof drains facing streets shall be provided along the interior walls and not along the exterior of the building.
77. All other requirements of the City's Zoning Ordinance, WDI Specific Plan, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
78. Applicant, CenterPoint Properties, agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the subject Development Plan Approval, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
79. It is hereby declared to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse.

80. A sign shall be posted at the proposed Greenleaf Avenue project driveway: "No Large Truck Access." The location of the sign shall be approved by the Planning Department and Public Works Department prior to installation. The sign shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
81. Signs shall be posted at the Los Nietos Road and Santa Fe Springs Road project driveways (facing internally) advising operators of large trucks to avoid travelling on Greenleaf Avenue. The location of the sign shall be approved by the Planning Department and Public Works Department prior to installation. The signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 7

March 12, 2020

PUBLIC HEARING

Resolution No. 9667 – Authorizing and Approving Projects and the Transfer of the City's Community Development Block Grant (CDBG) Program Unallocated Funds for Fiscal Year 2020-2021 to the Community Development Block Grant Revolving Fund

RECOMMENDATION:

- Open the Public Hearing and hear from anyone wishing to speak on this matter and thereafter close the Public Hearing; and
- Approve the acceptance of CDBG funds as described in the body of this report; and
- Adopt Resolution No. 9667; and
- Authorize Staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

BACKGROUND

The City of Santa Fe Springs participates in the Los Angeles County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program, administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an "entitlement", every year, the City must make specific application to the County, defining the projects to be funded. The application requires public participation, subject to proper notification of at least 30 days. Accordingly, notices of the public hearing were posted from February 11, 2020 to March 11, 2020, at City Hall, the kiosk at Town Center Hall, and the City Library, advising the date and time of this hearing.

For FY 2020-2021, the City was granted a CDBG allocation of \$133,768. These funds can be utilized for any proposed CDBG project that meets one of the following three national objectives:

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

Per HUD guidelines, the City is able to utilize \$26,753 or 20% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teens Empowered & Engaged in Neighborhood Services (T.E.E.N.S.) Program, which is known as The Club, and operates out of Town Center Hall.

Staff recommends that the City Council adopt Resolution No. 9667 and allocate 20% of the City's FY 2020-21 CDBG funding to the T.E.E.N.S Program.

Report Submitted By: Maribel Garcia, Sr. Management Analyst

City Manager's Office

Date of Report: March 5, 2020

DISCUSSION

The total estimated allocation for FY 2020/2021 is \$133,768. Additionally, there is an existing unspent balance of approximately \$201,571 from previous years, of which \$175,000 is proposed to be utilized in FY 2020/2021. The following table is a summary of the funding for the current FY 2020/2021 projects:

Projects

| | |
|-----------------------------|------------------|
| Homeless Initiative Program | \$ 25,000 |
| T.E.E.N.S. Program | \$ 26,753 |
| RENOVATE Façade Program | \$150,000 |
| Total | \$201,753 |

The proposed FY 2020/2021 CDBG budget will fund the following program activities:

Los Angeles County Homeless Initiative

In Fiscal Year 2017-2018, Los Angeles County offered participation in a new program to be funded through CDBG. For FY 2020/2021, staff is recommending that \$25,000 be allocated to the Shelter Partnership. Funding provided to Shelter Partnership supports the S. Mark Taper Foundation Shelter Resource Bank, which is a unique project that solicits and distributes, completely free of charge, donations of surplus inventory from manufacturers, wholesalers, retailers, and other vendors to homeless service agencies that serve impoverished people throughout Los Angeles County.

T.E.E.N.S. Program

Since its incorporation in 2008, the T.E.E.N.S. program has served as one of Santa Fe Springs' principal avenues for personal growth by providing the opportunity for local middle school and high school students to sharpen their personal and professional skills through an engaging array of program offerings. Program offerings, include but, is not limited to HD movie presentations, interactive video games, pool, pop-a-shot basketball, foosball, ping pong, karaoke singing, excursions to amusement parks, museums, outdoor hikes, bike rides, beach outings, and coordinated tournaments. With a proposed budget of \$26,753, the current level of services, for approximately 950 local Middle School and High School students during the FY 2020/2021, will be maintained.

Los Angeles Community Development Agencies (LACDA) RENOVA TE Façade Improvement Program

The purpose of the Commercial Façade Improvement Program is to facilitate commercial revitalization, stimulate private investment, preserve and beautify commercial corridors, generate shopping, and provide a pleasant walking environment by improving the visual aesthetics of commercial building facades using CDBG funds. By stimulating private investment and customer patronage, the Program adds value to the City's economy and enhances the community

experience.

The LACDA and City staff have identified Johnny's Shrimp Boat, located at 11236 Washington Boulevard, Santa Fe Springs, as the FY 2020/2021 applicant for the \$150,000 CDBG Program funds. The exterior of the Johnny's Shrimp Boat's building would be eligible for a façade improvement including, but not limited to, paint, signage, windows, awnings, and lighting. In addition to cosmetic changes, the RENOVATE Program provides technical services including architectural design to address handicap accessibility needs, environmental testing and abatement, and construction project management services.

FISCAL IMPACT

The CDBG allocation of \$26,753 or 20% of the \$133,768 will positively impact the General Fund by partially funding the Teen Program.

Staff is recommending that the remaining \$107,015 be transferred to the CDBG Revolving Grant Fund to be used for FY 2021/2022. Total available funds for the City are \$335,339; this amount includes the following: unallocated CDBG funds of \$201,571, from previous fiscal years, and the new FY 2020/2021 allocation of \$133,768.



Raymond R. Cruz
City Manager

Attachment:

1. Resolution No.9667

RESOLUTION NO. 9667

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL AUTHORIZING AND APPROVING PROJECTS AND THE TRANSFER OF THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM UNALLOCATED FUNDS FOR FISCAL YEAR 2020-2021 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING GRANT FUND

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

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

WHEREAS, the Los Angeles County Community Development Block Grant (CDBG) Program has allocated \$133,768 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2020-2021; and

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

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

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

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

Section 1. That the City Council authorizes the transfer of \$107,015 in allocated CDBG funds to the CDBG Revolving Grant Fund, and allocate its partial CDBG funds of \$26,753 to the Teen Program.

Section 2. That the City Manager or his designee is authorized and directed to use previously unallocated funds of \$150,000 from Fiscal Years 2018-2019 and 2019-2020 for Commercial Rehabilitation at Johnny's Shrimp Boat, 11236 Washington Boulevard, Santa Fe Springs through the Los Angeles Community Development Agencies RENOVA TE Façade Improvement Program.

Section 3. That the City Manager or his designee is authorized and directed to transfer \$25,000 in unallocated CDBG funds to Shelter Partnership.

APPROVED:
ITEM NO.:

Section 4. That the City Manager or his designee is authorized and directed to transfer \$107,015 in unallocated CDBG funds to the CDBG Revolving Grant Fund.

Section 5. That the Mayor and/or City Manager are authorized to execute the contractual and related documents that are required for the implementation of the projects/programs set forth herein.

PASSED, APPROVED and ADOPTED this 12th day of March 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William R. Rounds, Mayor

ATTEST:

Janet Martinez, City Clerk



OLD BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2020 season

RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer for the 2020 season.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football & Cheer.

BACKGROUND

Community sports organizations play an important role in fostering youth's interest in athletics. They provide basic understanding of certain sports through practice and games entirely conducted by volunteers. The City has partnered with the Santa Fe Springs 49ers Youth Football & Cheer (49ers) to allow community youth to be exposed to football and cheer activities. The City provides space at its athletic fields and facilities for the 49ers to condition and practice. Additionally, the 49ers use Santa Fe Springs Athletic Fields to store equipment, conduct participant sign-ups, and vend concessions.

A Use Agreement for Athletic Fields & Facilities was developed to formalize the partnership between the City of Santa Fe Springs and the 49ers. The agreement specifies the locations, dates, and times of use, establishes the expectations of the 49ers, outlines the responsibilities of both the 49ers and the City, and memorializes certain practices that both parties have informally adopted and are currently utilizing.

At its meeting of April 11, 2019, the City Council approved and entered into a one-year Use Agreement with the 49ers for use of the City's athletic fields and facilities for the 2019 season. The Use Agreement terminated on January 31, 2020.

ANALYSIS

The following outlines the facilities and periods of use for the 49ers:

Facilities: Santa Fe Springs Park (for conditioning and summer practices); Santa Fe Springs Athletic Fields (fall practices); and an indoor facility, when requested and available for cheer.

Periods of use: Every Sunday beginning April 5, 2020 through June 28, 2020; July 6, 2020 until November 30, 2020 (summer and fall football practices); and July 6, 2020 until February 12, 2021 (cheer practice).

Key Provisions of the Use Agreement for Athletic Fields and Facilities

- The City grants the 49ers the right to use Santa Fe Springs Park for conditioning commencing April 5, 2020 until June 28, 2020.
- The City grants the 49ers the right to use Santa Fe Springs Park and Santa Fe Springs Athletic Fields to conduct practices commencing July 6, 2020 and terminating February 12, 2021. All games will be played away at non-city facilities.
- The 49ers must provide a master calendar of events, in writing, to the City's Parks & Recreation Services Division for the purposes of scheduling City facilities and staff, along with identifying a liaison that is authorized to represent the 49ers and through whom the City can communicate with to address any concerns, issues, and requests.
- The 49ers must provide a copy of the Certificate of Insurance of \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- The 49ers must obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- The 49ers must provide proof of non-profit status designation and submit semi-annual financial statements ending June 30th and December 31st of the previous year.
- The 49ers must provide a roster of players that also identifies their city of residence (to determine how many City youth are participating).
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.
- If the 49ers request use of a facility identified in the Use Agreement outside of the agreed upon periods of use or another City facility not identified in the Use Agreement, the request must be made at least two weeks in advance to the Parks & Recreation Services Division to allow for staffing, subject to facility availability. The 49ers would be responsible for staffing fees at a rate of \$30 per hour if the facility requested has to be opened for their specific use and is not normally staffed at their requested date(s) and time(s) of use.

FISCAL IMPACT

In accordance to the most recent Use Agreement, the 49ers contribute \$2,000 to the City for use of fields and facilities. This contribution assists with offsetting some field maintenance, utility, and staffing costs. Below is the fiscal overview for the 49ers that takes into account staffing and field use costs.

| Santa Fe Springs 49ers Youth Football & Cheer – Fiscal Overview | |
|--|-----------------|
| April - July Conditioning | *No Staff Cost |
| July - September Practices at SFS Park | \$810 |
| September - November Practices at SFS Athletic Fields | \$1,090 |
| December – January Cheer Practices | *No Staff Cost |
| Field Rehab (Reseeding and Fertilizer) | \$950 |
| Total Expenses | \$2,850 |
| 49ers Contribution Amount | (\$2,000) |
| Difference | \$850.00 |

**Utilize existing staff that are on the park or facility that are normally scheduled to work.*

As the table indicates, the City's in-kind contribution to the Santa Fe Springs 49ers for the 2020 season will be \$ 850.00.

According to the State of California's Secretary of State's website, as of January 12, 2020, Santa Fe Springs 49ers Youth Football & Cheer is an active non-profit organization registered in the State and is in good standing.

Staff recommends the City Council review, consider, and approve the Use Agreement for Athletic Fields and Facilities with the 49ers.

LEGAL REVIEW

The City Attorney has reviewed the proposed Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football & Cheer.

The Mayor may call upon Parks & Recreation Services Manager, Gus Hernandez, to answer any questions the Council may have regarding the staff report.



Raymond R. Cruz
City Manager

Attachment

1. 2020 Use Agreement for Athletic Fields & Facilities – Santa Fe Springs 49ers Youth Football & Cheer



**CITY OF
SANTA FE SPRINGS**
COMMUNITY SERVICES DEPARTMENT
PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this 12th day of March, 2020, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Santa Fe Springs 49ers Youth Football & Cheer*, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a football sports program to the youth of the community.

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park*, located at 10068 Cedardale Drive in Santa Fe Springs. The ORGANIZATION has also been granted the right to use the *Santa Fe Springs Athletic Fields*, located at 9720 Pioneer Boulevard in Santa Fe Springs, including the use of the fields, the food & beverage concession area (including snack bar & kitchen), and the adjoining west office/utility room (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Park* and *Santa Fe Springs Athletic Fields* commencing April 5, 2020 and terminating February 12, 2021 for the following activities and periods of time (dates and times are subject to be extended if team qualifies for post-season):

- *Conditioning* – To be held Sundays beginning April 5, 2020 through June 28, 2020.
- *Football Practices* – Beginning July 6, 2020 until November 30, 2020.
- *Cheer Practice* – Beginning July 6, 2020 until January 31, 2021.

Specifically, ORGANIZATION will utilize *Santa Fe Springs Park* on the following:

- Sundays from 9:00 a.m. – 11:00 a.m. for conditioning beginning April 5, 2020 until June 28, 2020.
- Wednesday through Friday from 6:00 p.m. – 8:00 p.m. for football practice from July 6, 2020 until July 24, 2020.
- Tuesday through Thursday from 6:00 p.m. – 8:00 p.m. for football practice from July 27, 2020 until September 3, 2020.

Beginning the September 8, 2020, ORGANIZATION will change football practice locations and move to the *Santa Fe Springs Athletic Fields* and from that date until the completion of the football season at the end of November, practices will be held Tuesday through Thursday from 7:00 p.m. – 9:00 p.m.

Cheer practice will be held at *Santa Fe Springs Park* on the following:

- Wednesday through Friday from 6:00 p.m. – 8:00 p.m. from July 6, 2020 until July 24, 2020.
- Tuesday through Thursday from 6:00 p.m. – 8:00 p.m. from July 27, 2020 until September 3, 2020.

In order to accommodate cheer practice for local, regional, and national competitions, ORGANIZATION will also be permitted to utilize, when requested and depending on availability, an indoor venue from 7:00 p.m. – 9:00 p.m. (starting at 6:00 p.m. if available) beginning in December and ending on February 12, 2021 (subject to change based on post-season showcases).

The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the agreement.

This AGREEMENT shall remain in effect through February 12, 2021, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination.

2. USE OF FACILITIES

Agency must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per annual term (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
 - Practice dates & times
 - Meetings dates & times

- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Semi-annual financial statement for periods ending June 30th and December 31st. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted in a timely fashion, AGENCY may withhold use of the Subject Facilities.

3. RESPONSIBILITY FOR ACTIVITIES

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY.

4. ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION shall not erect any fences or post advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.

- F. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- G. AGENCY will not provide keys and/or alarms to ORGANIZATION. AGENCY will assign City staff during season hours, as set forth in Item 1 of this AGREEMENT, who will supervise facilities and grant facility access to ORGANIZATION.
- H. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- I. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- J. No power vehicles/equipment other than City operated are permitted on the fields.
- K. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall result in the loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by AGENCY relating to ORGANIZATION's failure to adhere to the provisions of this AGREEMENT.

5. LEGAL COMPLIANCE

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

6. USE OF PREMISES

The Subject Facilities shall be used only for those athletic events as set forth in Paragraph Section 1 of this AGREEMENT. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

- A. The conduct of any offensive, noisy or dangerous activity.
- B. The creation or maintenance of a public nuisance.
- C. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or

- D. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

Under no circumstance may the ORGANIZATION sub-lease field usage to outside travel teams or host division games outside approved calendar of events without AGENCY approval.

7. NO EXCLUSIVE RIGHT

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted ***shall not*** be assigned to or transferable to any persons, teams, or leagues.

8. MAINTENANCE

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance and cleaning of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or AGENCY.

9. INSPECTION

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION

agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the part of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

10. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds must be approved and performed by AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds must be submitted to AGENCY for consideration and review at least (10) days prior to the date any proposed change(s) is needed.

Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified in section 8.

11. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of AGENCY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of AGENCY.

12. SIGNS

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from AGENCY. Such a request for approval shall be directed to the Parks & Recreation Services Division Manager. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of AGENCY.

13. TERMINATION OF THIS AGREEMENT

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least fifteen (15) days in advance of such termination.

14. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To AGENCY: City of Santa Fe Springs
Community Services Department
Attention: Director of Community Services
9255 S. Pioneer Boulevard
Santa Fe Springs, CA 90670

To ORGANIZATION: Santa Fe Springs 49ers Youth Football & Cheer
Attention: President
10598 Acacia Lane
Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

15. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

16. GOVERNING LAW

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

17. ASSIGNMENT

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of AGENCY.

18. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance

proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

ORGANIZATION and AGENCY agree to the following with respect to insurance provided by ORGANIZATION:

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.
4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not

make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.
12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days

advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.

13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.

19. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

20. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of AGENCY as a result of the performance of this AGREEMENT.

21. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this

AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

(SIGNATURES FOR THIS AGREEMENT APPEAR ON THE NEXT PAGE.)

ORGANIZATION: Santa Fe Springs 49ers Youth Football & Cheer

By: _____
(Signature)

(Print Name)

(Title)

CITY OF SANTA FE SPRINGS
A Municipal Corporation

William K. Rounds
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai
City Attorney



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

March 12, 2020

NEW BUSINESS

Resolution No 9650 Approving a contract amendment with the Board of Administration California Public Employees' Retirement System (CalPERS) and Introduction of Ordinance No. 1107 authorizing an amendment to the City's CalPERS contract

RECOMMENDATION:

- Adopt Resolution No. 9650 that gives notice of intention to amend the CalPERS contract.
- Introduce by title and waive further reading of Ordinance No. 1107, authorizing an amendment to the City's CalPERS contract.

BACKGROUND

Over the past several years, staff has been engaged with CalPERS with regards to the hourly exclusion contained in the City's contract with CalPERS and the differences in interpretation/application of the term "hourly" by the City and some CalPERS staff members. In discussions with CalPERS, it was agreed that in order to eliminate any misapplication of the exclusion, through a contract amendment, all hourly compensated positions listed on the current salary table would be excluded from CalPERS membership by title. Any new hourly position(s) created after the effective date of the contract amendment would be eligible for CalPERS membership based on CalPERS guidelines (i.e. if more than 1,000 hours per year are worked).

In addition, at the July 9, 2019 Council Meeting, a labor agreement was signed between the City Council and the Santa Fe Springs Firefighters Association. One of the items agreed upon, was a contract amendment with CalPERS removing Section 20434, "local firefighter" from members of the Environmental Protection and Fire Prevention Division. In so doing, any future member(s) hired on or after the effective date of the contract amendment would be placed in the miscellaneous benefit structure with CalPERS.

Pursuant to Government Code Section 20471, there must be a 20 day period between the adoption of the Resolution and the adoption of the final Ordinance. Once the resolution is passed, the final ordinance will be brought back to Council on April 9, 2020 for final approval.

The proposed amendment to the CalPERS contract is also attached as an exhibit to Resolution No. 9650 and Ordinance No. 1107.

FISCAL IMPACT

There is no fiscal impact with respect to the contract amendment affecting the hourly exclusion. The contract amendment affecting new employees to the Environmental Protection and Fire Prevention Division will result in fiscal year 2019-20 employer



City of Santa Fe Springs

City Council Meeting

March 12, 2020

contribution rates going to 10.781% from 20.603% for Classic Members or 13.786% for PEPRA Members. In addition, a long-term savings will result from a lower liability accruing for each year of service, lessening the impact on the City's unfunded liability obligation when CalPERS' investments do not meet target returns. As noted above, the change will not affect current employees and will only apply to new hires after the effective date of the amendment.

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9650
2. Ordinance No. 1107
3. Exhibit A

**RESOLUTION NO. 9650
RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF SANTA FE SPRINGS**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following are statements of the proposed changes

1. To amend Section 5(a) from "PERSONS COMPENSATED ON AN HOURLY BASIS HIRED OCTOBER 1, 1969 OR THEREAFTER" to read "ADMINISTRATIVE CLERK I; AQUATICS AIDE; APPRENTICE – ALL TYPES; BUS DRIVER I AND II; CODE ENFORCEMENT INSPECTOR I; COMMUNITY SERVICE LEADER I, II, AND III; COMPUTER TECHNICIAN; FINANCE OFFICE AIDE; PARK RANGER; INSTRUCTOR LIFEGUARD I, II AND III; INTERN – ALL TYPES; LIBRARY INFORMATION DESK ASSISTANT; LIBRARY SERVICES AIDE; LITERACY ASSISTANT; OFFICE AIDE; PUBLIC SAFETY OFFICER; PUBLIC WORKS AIDE; PUBLIC

WORKS AIDE II; RECREATION INSTRUCTOR;
SYSTEMS ANALYST; AND WAREHOUSE
ASSISTANT, HIRED OCTOBER 1, 1969 OR
THEREAFTER; AND," for City employees hired into
excluded positions on or after the effective date of
this amendment to contract.

2. To add paragraph 6 ("Removal of the exclusion of
"PERSONS COMPENSATED ON AN HOURLY
BASIS HIRED OCTOBER 1, 1969 OR THEREAFTER"
pursuant to Section 20503, is declarative of agency's
previous interpretation and does not mandate any new
classes of employees into membership.")
3. To end Section 20434 ("Local Fire Fighter" shall
include any officer or employee of a fire department
employed to perform firefighting, fire prevention, fire
training, hazardous materials, emergency medical
services, or fire or arson investigation services as
described in Government Code Section 20434) for
members hired on or after the effective date of this
amendment to contract.

RESOLVED, That the governing body of the above agency does hereby give
notice of intention to approve an amendment to the contract between said public
agency and the Board of Administration of the Public Employees' Retirement System,
a copy of said amendment being attached hereto, as an "Exhibit" and by this
reference made a part hereof.

APPROVED and ADOPTED this 12th day of March, 2020 by the following roll call
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:
ITEM NO.:

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

ORDINANCE NO. 1107

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE BOARD OF
ADMINISTRATION, CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

SECTION 1. That an amendment to the contract between the City Council of the City of Santa Fe Springs and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. The ordinance shall take effect 30 days after the date of its adoption and the amendment to the contract shall be effective on May 10, 2020. 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 9th day of April, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

William K. Rounds, Mayor

Janet Martinez, CMC, City Clerk



Exhibit 3

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Santa Fe Springs

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective December 1, 1958, and witnessed November 25, 1958, and as amended effective May 1, 1965, July 5, 1965, November 21, 1966, September 11, 1967, March 11, 1968, October 1, 1969, October 1, 1974, August 2, 1976, December 5, 1976, December 5, 1977, December 21, 1978, November 5, 1979, June 29, 1992, September 10, 1992, January 10, 1993, April 9, 1995, September 25, 1995, November 12, 2001, July 1, 2002, January 2, 2012 and November 19, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective November 19, 2012, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to November 19, 2012, age 55 for classic local safety members entering membership for the first time in the safety classification after November 19, 2012 and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after December 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members);
 - c. The class of police shall be deleted from the police category, as Public Agency has never employed any police members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **ADMINISTRATIVE CLERK I; AQUATICS AIDE; APPRENTICE – ALL TYPES; BUS DRIVER I AND II; CODE ENFORCEMENT INSPECTOR I; COMMUNITY SERVICE LEADER I, II, AND III; COMPUTER TECHNICIAN; FINANCE OFFICE AIDE; PARK RANGER; INSTRUCTOR LIFEGUARD I, II AND III; INTERN – ALL TYPES; LIBRARY INFORMATION DESK ASSISTANT; LIBRARY SERVICES AIDE; LITERACY ASSISTANT; OFFICE AIDE; PUBLIC SAFETY OFFICER; PUBLIC WORKS AIDE; PUBLIC WORKS AIDE II; RECREATION INSTRUCTOR; SYSTEMS ANALYST; AND WAREHOUSE ASSISTANT, HIRED OCTOBER 1, 1969 OR THEREAFTER; AND**
 - b. **POLICE OFFICERS.**
6. Removal of the exclusion of "PERSONS COMPENSATED ON AN HOURLY BASIS HIRED OCTOBER 1, 1969 OR THEREAFTER" pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after July 1, 2002 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after July 1, 2002 and not entering membership for the first time in the miscellaneous classification after November 19, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after November 19, 2012 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to November 19, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after November 19, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - c. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members and classic local safety members entering membership on or prior to November 19, 2012.
 - d. Section 20965 (Credit for Unused Sick Leave).
 - e. Section 21024 (Military Service Credit as Public Service).
 - f. From and after June 29, 1982 and until the effective date of this amendment to contract, Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
 - g. Section 20903 (Two Years Additional Service Credit).
 - h. Section 21574 (Fourth Level of 1959 Survivor Benefits).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

i. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21354.5 (2.7% @ 55 Full formula) for classic local miscellaneous members. From and after January 2, 2012 the miscellaneous employees of Public Agency hired on or prior to November 19, 2012 shall be assessed an additional 2.5% of their compensation for a total contribution rate of 10.5% pursuant to Government Code Section 20516.

Section 21362.2 (3% @ 50 Full formula) for classic local safety members. From and after January 2, 2012 the safety employees of Public Agency hired on or prior to November 19, 2012 shall be assessed an additional 3% of their compensation for a total contribution rate of 12% pursuant to Government Code Section 20516.

j. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) without Section 20516 (Employees Sharing the Cost of Additional Benefits) applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after November 19, 2012.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) without Section 20516 (Employees Sharing the Cost of Additional Benefits) applicable to classic local safety members entering membership for the first time with this agency in the safety classification after November 19, 2012.

15. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 5, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
17. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF SANTA FE SPRINGS

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest _____

Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

March 12, 2020

NEW BUSINESS

FY 2019-20 Midyear Budget Review and Modifications

RECOMMENDATION

- Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

BACKGROUND

Annually, the midyear budget review process presents an opportunity to adjust forecasted revenues, appropriation amounts, and budget assumptions based on fiscal year-to-date actual information. The fiscal year 2019-20 budget was originally adopted in June 2019.

General Fund

It is anticipated that the General Fund will end the year with an operating surplus of \$5.5 million. This is an increase of \$2.4 million to the operating surplus estimated in the originally adopted budget (see attachment A). The most significant reason for the change is due to greater than anticipated revenues (Sales Tax, Measure Y and Planning revenues). Departmental and non-recurring expenditures are expected to increase by approximately \$11,500. There are various recommended appropriation increases throughout the departments, such as, \$535,000 in additional Fire overtime and \$95,000 in additional funding for Planning's contractual services (see attachment C); these costs, however, are almost entirely absorbed by anticipated labor related savings and increases in revenues for the year.

Revenues (See Attachments A and B)

The adopted budget had projected General Fund revenues at \$57.8 million (not including Applied Revenues). The revised midyear budget forecast is \$60.2 million, or about \$2.4 million more than originally estimated, due to Sales Tax, Measure Y and Planning revenues.

Along with these proposed revenue increases, staff is also proposing a \$352,000 reduction to the Utility Users' Tax (UUT). The UUT has declined over the last couple of years and the trend has continued into FY 2019-20. This trend is due to a variety of factors, but it is primarily a reflection of consumer consumption. Staff will continue to monitor the UUT and its effect on the City's General Fund.

Expenditures (See Attachments A and C)

Total budgeted expenditures and uses in the adopted budget were approximately \$54.7 million. The proposed amount includes an increase of \$11,500, which results in a proposed Revised Budget of \$54.7 million.

While the net impact of the recommended expenditure items is minimal due to the



City of Santa Fe Springs

City Council Meeting

March 12, 2020

increases in Citywide revenue and labor savings, the most significant items are increases in the Fire Department for overtime costs (\$535,000) and increases in the Planning Department for contractual services (\$95,000). The Fire Department is experiencing an increase in overtime costs as vacant positions are backfilled with existing personnel. The recommended funding will cover the needs of the department for the remaining months of the fiscal year. Planning is requesting additional funding related to consultants as there were delays in hiring the new full-time positions and has resulted in the increased use of consultants.

In addition, the City is likely experiencing a number of labor related variances due to vacancies, which will result in savings at the end of the year. However, there are no specific adjustments (other than in Fire as noted above) proposed at this time. The final estimates for FY 2019-20 will be updated as more information is available over the next couple of months.

The originally adopted budget included an anticipated \$3.1 million operating surplus with anticipated uses for it to fund Equipment Replacement, CIP and other items (see attachment A). As mentioned earlier, there is an anticipated increase of \$2.4 million. However, there are no recommendations on the use of the additional funding at this time. Once the fiscal year end results are available, staff will present recommendations to the City Council.

Future Outlook

As discussed on previous occasions, there are areas of concern when attempting to address the organization's ongoing needs:

- Existing General Fund revenues are expected to be mostly flat with slight growth in the upcoming years, but are not expected to keep pace with anticipated increases in expenditures. Although there is no expectation of a recession, we are now in the longest economic expansion in US history. While a recession is not imminent, there are mounting concerns that are being monitored by economists. Revenues are expected to have slight growth in the current economic environment, with the results expected to be much worse in a recessionary environment. Moreover, the effects of the recent concerns over the coronavirus on the economy are still unknown at this time.
- The growth in CalPERS' mandatory pension contributions towards the City's Unfunded Liability are also significant challenges. There are a number of reasons for the substantial increase in contributions, including: a smaller City workforce relative to the number of retirees, CalPERS investment losses, a lower investment discount rate, a shorter amortization period, changes in mortality assumptions, and changing the unfunded liability payment from a percentage of payroll to a fixed amount each year. If investment performance



City of Santa Fe Springs

City Council Meeting

March 12, 2020

does not meet expectations, the discount rate is lowered further, or other assumption changes are made, these rates could escalate even higher.

- Infrastructure funding will be critical in the upcoming years. While there are funds and accounts that have been established by the City Council, the City will be challenged to provide an increased level of funding to address significant deferred maintenance needs.

FY 2020-21 Operating Budget

Staff has started the preparation and development of the FY 2020-21 operating budget. There are a variety of strategic assumptions that will be included into the upcoming budget to ensure the City's long-term financial sustainability. For both the General and Water Utility Funds it is anticipated that the operational changes implemented over the last several years along with the passage of Measure Y will provide stability for the next couple of years. Staff will continue to work with the City Council through the Finance Subcommittee and both Budget Subcommittees to continue the pursuit of internal operating efficiencies and strategies to minimize costs and impacts to City services while exploring new and innovative revenue ideas.

FISCAL IMPACT

If the recommend changes to the budget are approved, the anticipated available balances of the General Fund will increase by \$2.4 million to \$5.5 million.

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

Raymond R. Cruz
City Manager

Attachments:

1. Attachment A – FY 2018-19 Midyear Budget Review Summary
2. Attachment B – FY 2018-19 Midyear Budget Review Revenue Adjustments
3. Attachment C – FY 2018-19 Midyear Budget Review Operating Expenditure Adjustments

FY 2019-20 Midyear Budget Review
Summary

General Fund

| | Original Adopted Budget | Proposed Midyear Budget | Change Favorable / (Unfavorable) | |
|---|-------------------------------|-------------------------------|-------------------------------------|---------------------|
| | | | \$ | % |
| Revenues | \$ 57,771,500 | \$ 60,219,500 | \$ 2,448,000 | 4.2% |
| Expenditures | | | | |
| Department | 50,688,800 | 50,678,300 | 10,500 | 0.0% |
| Non-Recurring | 1,197,500 | 1,219,500 | (22,000) | -1.8% |
| Interfund Transfers | 2,800,000 | 2,800,000 | - | 0.0% |
| | <u>54,686,300</u> | <u>54,697,800</u> | <u>(11,500)</u> | <u>0.0%</u> |
| Operating Surplus / (Deficit) | <u>\$ 3,085,200</u> | <u>\$ 5,521,700</u> | <u>\$ 2,436,500</u> | <u>79.0%</u> |
| Fund Transfers: | | | | |
| Equipment Replacement | (950,000) | (950,000) | - | 0.0% |
| Employee Benefits Fund | (135,200) | (135,200) | - | 0.0% |
| Capital Improvement Program Funding | (750,000) | (750,000) | - | 0.0% |
| Fund Transfers Subtotal | <u>(1,835,200)</u> | <u>(1,835,200)</u> | <u>-</u> | <u>0.0%</u> |
| Other Changes in Fund Balance: | | | | |
| Unfunded Liability Contributions Reserve | (750,000) | (750,000) | - | 0.0% |
| Economic Contingency Reserve | (500,000) | (500,000) | - | 0.0% |
| Other Changes in Fund Balance Subtotal | <u>(1,250,000)</u> | <u>(1,250,000)</u> | <u>-</u> | <u>0.0%</u> |
| Net Change in Available Fund Balance | <u>\$ -</u> | <u>\$ 2,436,500</u> | <u>\$ 2,436,500</u> | <u>-</u> |

Water Fund

| | Original Adopted Budget | Proposed Midyear Budget | Change Favorable / (Unfavorable) | |
|----------------------------|-------------------------------|-------------------------------|-------------------------------------|-----------------|
| | | | \$ | % |
| Revenues | \$ 13,500,000 | \$ 13,500,000 | \$ - | 0.0% |
| Expenditures | | | | |
| Department | 11,527,600 | 11,527,600 | - | 0.0% |
| Interfund Transfers | 1,156,300 | 1,156,300 | - | 0.0% |
| Debt Service | 493,600 | 493,600 | - | 0.0% |
| | <u>13,177,500</u> | <u>13,177,500</u> | <u>-</u> | <u>0.0%</u> |
| Surplus / (Deficit) | <u>\$ 322,500</u> | <u>\$ 322,500</u> | <u>\$ -</u> | <u>-</u> |

**2019-20 Midyear Budget Review
General Fund Revenues**

| Account Number | Revenue Source | Actual FY 2018-19* | Approved Budget FY 2019-20 | Midyear Budget FY 2019-20 | Approved FY 19-20 vs. Midyear FY 19-20 Variance | |
|-------------------|------------------------------------|-----------------------|----------------------------------|---------------------------------|---|-------------|
| | | | | | \$ | % |
| | <u>Taxes</u> | | | | | |
| 411010 | Property | \$ 2,522,120 | \$ 2,610,000 | \$ 2,610,000 | \$ - | 0.0% |
| 411020 | Property - Pass Thru to City | 1,716,277 | 1,350,000 | 1,350,000 | - | 0.0% |
| 411060 | Utility User's Tax (UUT) | 6,517,423 | 6,652,000 | 6,300,000 | (352,000) | -5.3% |
| 411030 | Sales & Use | 28,163,231 | 26,500,000 | 28,000,000 | 1,500,000 | 5.7% |
| 411035 | Transactions & Use (Measure Y) | 3,044,712 | 10,700,000 | 12,000,000 | 1,300,000 | 12.1% |
| 411500 | Transient Occupancy | 145,661 | 166,000 | 166,000 | - | 0.0% |
| 411040 | Franchise | 3,223,128 | 3,278,000 | 3,278,000 | - | 0.0% |
| 411050 | Business Operations | 809,542 | 805,000 | 805,000 | - | 0.0% |
| 411530 | Property Transfer | 349,047 | 253,000 | 253,000 | - | 0.0% |
| 411510 | Oil Well | 152,020 | 154,000 | 154,000 | - | 0.0% |
| 411520 | Barrel | 266,957 | 350,000 | 350,000 | - | 0.0% |
| | Total Taxes | 46,910,118 | 52,818,000 | 55,266,000 | 2,448,000 | 4.6% |
| | <u>Use of Money & Property</u> | | | | | |
| 415200 | Interest Earnings | 1,907,020 | 450,000 | 450,000 | - | 0.0% |
| 415300 | Rentals | 142,654 | 291,500 | 291,500 | - | 0.0% |
| 415310 | Ground Lease | 657,416 | 710,000 | 710,000 | - | 0.0% |
| 415320 | Development | 213,489 | 306,000 | 306,000 | - | 0.0% |
| | Total Use Of Money & Property | 2,920,579 | 1,757,500 | 1,757,500 | - | 0.0% |
| | <u>State Subventions</u> | | | | | |
| 415100 | Vehicle In Lieu Taxes | 1,960,317 | 1,996,000 | 1,996,000 | - | 0.0% |
| | Total State Subventions | 1,960,317 | 1,996,000 | 1,996,000 | - | 0.0% |
| | <u>Other</u> | | | | | |
| 415900 | Other | 46,276 | 200,000 | 200,000 | - | 0.0% |
| 415330 | Water Utility Lease Payment | 1,000,000 | 1,000,000 | 1,000,000 | - | 0.0% |
| | Total Other | 1,046,276 | 1,200,000 | 1,200,000 | - | 0.0% |
| | Total General Fund | \$ 52,837,291 | \$ 57,771,500 | \$ 60,219,500 | \$ 2,448,000 | 4.2% |

*Unaudited Figures

FY 2019-20 Midyear Budget Review
Expenditure Adjustments

Attachment C

Budget Adjustment
Expenditure
Increase/(Decrease)

Description

General Fund

Proposed Midyear Adjustments:

Operating/Departmental Expenditures

Community Services

| | |
|--|---------------|
| PRS - Increase in Contractual Services for Tree Lighting Event | \$ 8,500 |
| PRS - Increase in Non-Recurring | 22,000 |
| LIB - Increase in Supplies | 23,400 |
| LIB - Grant Funding from Federal/Cal State Library | (23,400) |
| FHS - Decrease in Facility Use Revenue | 30,000 |
| FHS - Decrease in Caterer/Bartending Fees | 13,000 |
| Net Costs /(Savings) | 73,500 |

Planning

| | |
|--|------------------|
| Pln - Increase in Inspeccion Fees | (500,000) |
| Pln - Increase in Planning & Zoning Fees | (15,000) |
| Pln - Increase in Contractual Services | 95,000 |
| Net Costs /(Savings) | (420,000) |

Public Works

| | |
|--|---------------|
| Eng - Decrease in CMP Mitigation Contributions | 25,000 |
| Net Costs /(Savings) | 25,000 |

Fire-Rescue

| | |
|--|----------------|
| Suppression/Paramedics - Increase in Overtime | 535,000 |
| Suppression - Increase in Emergency Response Reimbursement | (80,000) |
| Suppression - Increase in Misc. Vehicle Repairs | 38,000 |
| Environmental Protec. - Decrease in Labor Costs due to vacancies | (160,000) |
| Net Costs /(Savings) | 333,000 |

| | |
|---|------------------|
| General Fund - Total Expenditure Adjustments | \$ 11,500 |
|---|------------------|



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

March 12, 2020

NEW BUSINESS

Authorize the Purchase of One (1) Ford Police Interceptor Hybrid from Fairway Ford by Piggybacking off a Purchase by the City of Whittier

RECOMMENDATION

- Authorize the purchase of (1) New 2020 Ford Explorer Police Interceptor Hybrid by piggybacking off a purchase by the City of Whittier through Fairway Ford.
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$43,649.62 to process this order.

BACKGROUND

Replacement vehicles are budgeted annually to replace those that have reached the end of their mileage and/or service-use life cycle. In the Fiscal Year 2019-20 Budget City Council approved the replacement of one (1) Police Pursuit vehicle, unit #511, a 2011 Ford Crown Victoria, VIN# 2FABP7BV9BX179820 with 80,120 miles. This vehicle was taken out of service due to major engine failure.

The City of Whittier solicited bids in July 2019 to replace police interceptors in their fleet. Fairway Ford was awarded the order and has agreed to hold the pricing for our purchase. We will be replacing this vehicle with one (1) New Ford Explorer Police Interceptor Hybrid. This vehicle is used by Whittier Police Department Officers during their contract patrol of Santa Fe Springs.

FISCAL IMPACT

The City Council approved in the fiscal year 2019/20 budget, \$45,000 for the purchase of the above vehicle. The total for this purchase is \$43,649.62. The quoted amounts include all taxes, fees, and delivery. There are additional up-fit costs covered by budgeted funds for this purpose.

Raymond R. Cruz
City Manager

Attachment

1. City of Whittier Purchase Order
2. SFS Quote

City of Whittier
 13230 Penn Street
 Whittier, CA 90602

PAGE NO. 1


VENDOR
 20578
 FAIRVIEW FORD
 808 WEST 2ND ST
 PO BOX 5516
 SAN BERNARDINO CA 92412

SHIP TO
 CITY YARD
 12016 HADLEY ST
 WHITTIER, CA 90601

ATTN:

| | | | | | | | |
|----------------------|----------|--------------------|---|--------------------|------------|------------|--|
| ORDER DATE: 07/31/19 | | BUYER: JAY NOSSETT | | REQ. NO.: 20200049 | | REQ. DATE: | |
| TERMS: NET 30 DAYS | | | F.O.B.: | | DESC.: | | |
| ITEM# | QUANTITY | UOM | DESCRIPTION | | UNIT PRICE | EXTENSION | |
| 01 | 6.00 | EA | SIX (6) NEW/UNUSED 2020 FORD POLICE UTILITY HYBRID INTERCEPTORS AS PER QUOTATION DATED JULY 9, 2019 **CITY WILL PAY USING TAX DIRECTLY** | | 39494.0000 | 236,964.00 | |
| 02 | 6.00 | EA | TIRE FEE | | 8.7500 | 52.50 | |
| | | | | | SALES TAX: | 22,511.58 | |
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APPROVED BY


 DIRECTOR OF PURCHASING



1350 Yorba Linda Boulevard • Placentia • California • 92870
Tel: 714/ 579-3800 • Fax: 714/ 996-5610

VEHICLE ORDER CONFIRMATION

02/25/20 18:43:55

=>

Dealer: F71156

2020 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 0000 Priority: E4 Ord FIN: QA524 Order Type: 5B Price Level: 035
Ord Code: 500A Cust/Flt Name: SANTA FE PO Number:

| | RETAIL | | RETAIL |
|----------------------|---------|------------------------|--------|
| K8A 4DR AWD POLICE | \$40615 | 425 50 STATE EMISS | NC |
| .119" WHEELBASE | | 43D COURTESY DISABL | 25 |
| UM AGATE BLACK | | 51S DUAL LED LAMPS | 620 |
| 9 CLTH BKTS/VNL R | | 59B KEY CODE 1284X | 50 |
| 6 EBONY | | 60R NOISE SUPPRESS | 100 |
| 500A EQUIP GRP | | 66A FRONT HDLMP PKG | 895 |
| .AM/FM STEREO | | .GRILL WIRING | |
| 99W .3.3L HYBRID | NC | | |
| 44B .10-SP MOD HYBRD | NC | TOTAL BASE AND OPTIONS | 47525 |
| JOB #2 ORDER | | TOTAL | 47525 |
| CA BOARD FEES | NC | | |
| FLEET SPCL ADJ | NC | | |
| 16D BADGE DELETE | NC | | |
| 17A AUX CLIMATE CTL | 610 | | |
| 19K H8 AGM BATTERY | 110 | | |

* PRICE INCLUDES 4 DOORS (BELOW GLASS)
* ROOF PAINTED OXFORD WHITE *

VEHICLE ORDER CONFIRMATION

02/25/20 18:44:02

=>

Dealer: F71156

2020 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 0000 Priority: E4 Ord FIN: QA524 Order Type: 5B Price Level: 035
Ord Code: 500A Cust/Flt Name: SANTA FE PO Number:

| | RETAIL | | RETAIL |
|---------------------|--------|-------|---------|
| 68G RR DR/LK INOP | \$75 | TOTAL | \$47525 |
| 794 PRICE CONCESSN | | | |
| REMARKS TRAILER | | | |
| 86T RR TAILLAMP HSG | 60 | | |
| 87R RR VIEW MIR/CAM | NC | | |
| 90E LH/RH PNLS III | 3170 | | |
| 153 FRT LICENSE BKT | NC | | |
| SP DLR ACCT ADJ | | | |
| SP FLT ACCT CR | | | |
| FUEL CHARGE | | | |
| B4A NET INV FLT OPT | NC | | |
| PRICED DORA | NC | | |
| DEST AND DELIV | 1195 | | |

TOTAL BASE AND OPTIONS 47525

SALES PRICE : \$ 39,494⁰⁰
10.5% SALES TAX : \$ 4,146⁸⁷
CAL. TIRE FEE : \$ 8⁷⁵
DMV : EXEMPT
TOTAL : \$ 43,649⁶²

EACH.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

March 12, 2020

NEW BUSINESS

Authorize the Purchase of One (1) Paratransit Bus by Piggybacking off the California Association for Coordinated Transportation Vehicle Purchasing Cooperative (CalAct)

RECOMMENDATION

- Authorize the purchase of (1) New Ford Starcraft Paratransit Bus from Creative Bus Sales by piggybacking off of CalAct/MBTA cooperative contract No. 15-3-CBS.
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$93,178.67 to process this order.

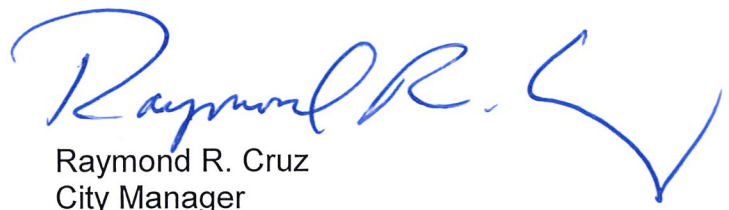
BACKGROUND

Replacement vehicles are budgeted annually to replace those that have reached the end of their mileage and/or service-use life cycle. In the Fiscal Year 2019-20 Budget City Council approved the replacement of one (1) paratransit bus, unit #685, a 2009 Chevrolet El Dorado 22 passenger bus, VIN# 1GBE5V1G99F408401 with 116,281 miles. This vehicle is used by the Public Works Department in the Transportation Services Division.

We will be replacing this vehicle with one (1) New Ford Starcraft Paratransit Bus; the seating configuration chosen on the attached specification sheet is the Class C Rear Lift option. The specifications for the replacement bus include up-fit items that are usually purchased and installed aftermarket. These items include exterior City graphics, tinted windows, and the installation of tablet mounts used for Driver Mate software.

FISCAL IMPACT

The City Council approved in the Fiscal Year 2019/20 Budget, \$90,000 for the purchase of the above vehicle. The total for this purchase is \$93,178.67. The cost overrun will be covered by budgeted funds for up-fit costs. The quoted amounts include all taxes, fees, and delivery. Funding for this vehicle comes from the Prop C Local Return funds.


Raymond R. Cruz
City Manager

Attachment

1. Creative Bus Sales/CalAct Quote
2. Specifications
3. Contract Extension

Report Submitted By: Paul Martinez
Finance Department

Date of Report: March 4, 2020



Creative Bus Sales

13501 Benson Avenue · Chino, CA 91710

800.326.2877

Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380



CalACT RFP #15-03 - Class C - Quote Sheet (Rev 2019)

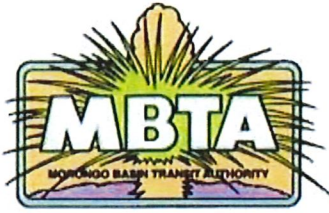
| | | | | |
|-----------------------|---|---------------------|--|------------|
| Vehicle Type: | Class C - Starcraft Bus (Allstar) | Ford GPC #: | | |
| Contact: | Ed Andrade | Type of Lift: | <input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon | |
| Agency: | City of Santa Fe Springs | Lift Location: | <input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear | |
| Address: | 12636 Emmers Way - (11710 Telegraph Rd) | Seat Material D-90: | <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth | |
| City, State, Zip: | Santa Fe Springs, CA 90670 | Seat Color: | Repel Dark Blue + Driver Seat | |
| Phone: | (562) 204-7846 cell - (562) 868-0511 ex 3620 Office | Reflective Stripes: | <input type="checkbox"/> Yes (2) 5" <input checked="" type="checkbox"/> No | |
| Fax: | Send Quote to Joe Barrios - (Send to: Paul Martinez pmartinez@santafesprings) | Graphics: | Quote w/Graphics | |
| E-Mail: | edandrade@santafesprings.org - alcabrera@santafesprings.com | Salesperson: | Don White | |
| Quantity: | Description | Price | Ext. Price | ADA |
| 1 | Starcraft Bus - Class C - (Ford E450) | \$65,098.35 | \$65,098.35 | \$9,800.00 |
| Published Options | | | | |
| 1 | Adnik Power Seat Base | \$539.85 | \$539.85 | |
| 1 | AM/FM/CD/Bluetooth w/4 Speakers- 2 Speakers Up Front for Driver | \$450.00 | \$450.00 | |
| 1 | Tablet Bracket - 12v Power + Ground | \$125.00 | \$125.00 | |
| 1 | Braun - Century Lift - (Standard) | \$0.00 | \$0.00 | \$0.00 |
| 1 | Braun NCL 1000 - (1,000lb Capacity Lift) | \$1,074.30 | \$1,074.30 | \$1,074.30 |
| 1 | Drivers Seat - (Recaro SHS) | \$0.00 | \$0.00 | |
| 1 | Freedman Foldaway Seat - (Double) | \$1,133.69 | \$1,133.69 | \$1,133.69 |
| 1 | Gerflor Flooring | \$0.00 | \$0.00 | |
| 1 | Liquidspring Suspension System | \$9,285.42 | \$9,285.42 | |
| 1 | Roof Vent - (Transpec 1070) | \$534.45 | \$534.45 | |
| 1 | Spare Tire - (Loose, Full Size, To Match OEM Chassis) | \$0.00 | \$0.00 | |
| 12 | Window Tint - Passenger Windows (Dark) | \$125.00 | \$1,500.00 | |
| Non-Published Options | | | | |
| 1 | Aluminum Rims (4 + Spare) | \$2,500.00 | \$2,500.00 | |

| | | | | |
|--|---|----------|----------|----------|
| 1 | OEM Ford - Doghouse Cup Holder | \$0.00 | \$0.00 | |
| 1 | Camera - Rear View, Color (Monitor In Mirror) - Rosco | \$499.00 | \$499.00 | |
| 1 | Lift - Pad Cover (Full Cover - Braun) | \$350.00 | \$350.00 | \$350.00 |
| 3 | Floortrack - "L" Track (Full Length or Wall Track) - Per Foot | \$27.00 | \$81.00 | \$81.00 |
| 1 | Graphics and Lettering - (Estimated Do Not Exceed Amount) | \$975.00 | \$975.00 | |
| | | | | |
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Standard CalACT Features

- Starcraft Allstar 25' Body
- 4-Wheel Alignment Pre Delivery
- 4-Corner Weight Certificate
- Parts Manual w/As Built Schematics
- Overhead Switch Panel
- Dome Lighting Each Row of Seating
- 27' Minimum Hip-To-Knee Seat Spacing
- Metal Skirts Undercoated
- Ground to 1st Step Shall Not Exceed 12.5"
- Overhead Front Driver Storage Compartment
- Entry Door Interlock – Must Be In Park to Operate
- Hinged Access Door for Entry Door Header
- Weatherpak Connectors for All Exterior Electrical Connections
- 5/8" 7-Ply AC Marine Grade APA Plywood Flooring
- 14 Gauge Galvanized Steel Wheel Wells
- Dual Handles on Lift Doors
- Grey FRP Sidewalls / Ceiling / Rear Wall
- Driver Area – Grey Padded Vinyl
- Coved Flooring on Sidewall to Seat Track
- Altro Meta Flooring – Storm Grey
- Yellow Step Nosing – Per Step
- Front Mud Flaps
- Drivers Running Board
- Remote Control Mirrors w/LED Turn Signals
- Romeo RIM Rear Bumper w/Hawkeye Reverse Assist
- Valve Stem Extender Inner Dual Rear Wheel
- 68,000 BTU Rear A/C
- 35,000 BTU Rear Heater
- 36" Electric Passenger Entry Door
- Exterior Passenger Entry Door Key
- Driver Coat Hook
- Double Wheelchair Doors w/Windows
- Braun Century 917 Wheelchair Lift
- ADA Interlock
- Q'Straint QRT 360 Wheelchair Restraints
- ADA Required Signage
- 5 lb Fire Extinguisher / 16 Unit First Aid Kit / Emergency Triangles
- Back-Up Alarm
- Interior Convex Mirror 6" x 9"
- Red Light Over Emergency Exits
- Yellow "Standee" Line
- Dual Ceiling Grab Rails
- Dual Entry Door Grab Rails

- Modesty Panel Behind Driver w/Upper Plexiglass Panel
- USSC G2 Driver Seat w/Head Rest, Lumbar, Armrest
- Freedman Mid-Hi Back Passenger Seats
- Docket 90 Vinyl Passenger Seat Material
- Seat Grab Handle
- Aisle Side Armrest
- Freedman USR Seatbelts
- 12" Seatbelt Extension



**VEHICLE SPECIFICATIONS
ACCESIBLE PARATRANSIT VEHICLES**

**ATTACHMENT A-1
(Rev 3)**

**Morongo Basin Transit Authority
Lead Agency for the
California Association for Coordinated Transportation
Vehicle Purchasing Cooperative**

October 2015

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CalACT/MBTA Vehicle Purchasing Cooperative RFP 15-03 Attachment A-1

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SPECIFICATIONS FOR PARATRANSIT BUS

1.0 **SCOPE**

- 1.1 The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001: certified. A copy of this certification must accompany the bid submittals.
- 1.2 This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid lift and door.

2.0 **APPLICABLE STANDARDS, LAW AND REGULATIONS**

- 2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
- California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines
- OEM Body Builders Standards and Guidelines
- National Fire Protection Agency Regulations 52
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

- 2.2 **ALTOONA BUS TESTING:** Bidders that are offering vehicles (either as a base vehicle or with optional engines or modifications to the fuel system) are required to test at a minimum for 5-year/150,000 mile service life to CFR 49 part 665. Class A vehicles are required to test at a minimum for 4-year/100,000 service life. Final test report (hardcopy and electronic version on thumb drive) shall be submitted with the bid. Bidders for CNG vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report provided to the Cooperative's prior to final acceptance of the first vehicle by a recipient. Failure to comply with this requirement will result in nullification of conditional award. Offerors may not offer buses using the FTA's demonstrator/prototype model Altoona test exemption provision for five (5) or less vehicles for sale under this contract.

3.0 VEHICLE CLASSES:

Vehicles shall conform to the requirements of the following table:

| VEHICLE CLASS | A Ford E350 | A GM 3500 | A** Ford T350 | B Ford E350/ 450 | B GM 4500 | B- CNG Ford E450 | C Ford/ E450 GM 4500 | C-CNG Ford E450 |
|---|-------------------|-----------------|---------------------|---------------------------|-----------------|---------------------------|----------------------------------|-----------------------|
| SPECIFICATIONS | | | | | | | | |
| Number of Wheelchair Positions | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Minimum Seat Positions-Rear Lift | 8 | 8 | 8 | 12 | 12 | 12 | 16 | 16 |
| Minimum Seat Positions-Front Lift | 7 | 7 | 7 | 11 | 11 | 11 | 14 | 14 |
| Minimum OEM Gross Vehicle Weight rating in lbs. | 11,500 | 12300 | 10,360 | 12,500 | 14200 | 14500 | 14,500 | 14,500 |
| Wheel Base (Inches) | 138 | 139 | 138 | 158 | 159 | 158 | 176-190 | 176-190 |
| Minimum Entrance Door Height (Inches) | 72 | 75 | 72 | 75 | 75 | 75 | 75 | 75 |
| Minimum Clear Door Width (Inches) | 27 | 27 | 27 | 30 | 30 | 30 | 30 | 30 |
| Front Lift | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| Rear Lift | | | | | | | | |
| Minimum Engine Size-Gas(Liters) | 6.8 | 6.0 | 3.7 | 6.8 | 6.0 | 6.8 | 6.8 | 6.8 |

*** Class

* One wheelchair position required for Class A front lift

** "Transit Chassis" conversion

**** All dimensions are +/- .5" to allow for differentiation in tolerances

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of vehicle Classes A through C unless otherwise stated within specifications.

4.1 VEHICLE LOADING: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with

all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

- 4.11 UNLADEN WEIGHT: A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the four corner unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.
- 4.2 ENGINE: California approved gasoline electronic fuel ejection (EFI) fuel management system.
- 4.25 CNG/PROPANE: When available engine to be equipped with gaseous fuel prep package. Areas where the alternate fuel system impacts the standard specifications (for gasoline/diesel fueled vehicles) may be waived for this contract. This includes such things as: gross vehicle weight rating, payload, engine displacement, emission rating, cargo volume and others directly affected by the fuel system modifications. The bidder may be required to substantiate the reasons for downgrading the base requirement. A minimum of 27-gallon gas equivalent capacity in three 3600 psi tanks shall be installed between the frame rails on the chassis. The CNG tanks shall have a production date of no more than 24 months from date the bus is delivered. The tanks shall be Type III aluminum and carbon fiber construction, twenty (20) year life that complies with NGV2-2007 and FMVSS 304. Type IV tanks are acceptable if installed within the frame rails of the vehicle. All fittings and hoses are to be stainless steel or flex tubing approved for use with CNG at 3600 psi. All lines are to be supported with split block high pressure retaining devices and or rubber insulated line clamps approved for use with CNG at 3600 psi. All fasteners are to be Grade 8 fasteners and installed in a manner that is compliant with applicable sections identified in 2.1. Conversion shall include dust and gravel shields to protect tanks and valves. Vehicle shall have OEM gas ready engine. The system shall be installed by Engine System Manufacturers approved installers and include the following:
- a) NGV-2 3600 psi rated fill receptacle sized at buyers choice, no extra cost
 - b) Electronic tank shut off valves.
 - c) Exterior fuel pressure gauge
 - d) Locking fuel door
 - e) Lockout switch for fuel filler door to prevent starting with fuel door open
 - f) De-Fueling Port.
 - g) Solenoid cylinder valves to have individual fuse protection
 - h) Wire harness to have IEC IP67 rating.

Proposer to offer as options, a Kidde Aerospace & Defense (KAD) or approved equal Automatic Fire Sensing and Suppression System (AFSS) complete with fire detector(s), control panel, manual activation switch and engine compartment and battery compartment and methane detection system. The purpose of the AFSS is to ensure coach and passenger safety and survivability in the event of fire. The AFSS shall detect fires in protected areas. Upon fire detection the AFSS shall immediately activate an audible and visual alarm in the vehicle operator's area. After a 15 second delay, the AFSS shall shutdown the vehicle engine and discharge extinguishing agent into the protected areas. The vehicle operator shall have the capability to extend or terminate the engine shutdown and extinguisher discharge delay. The completed AFSS shall be tested and certified by KAD. The test

shall determine that the system has been properly installed and will function as intended; a Certification Report from KAD shall be provided indicating such at time of delivery.

4.3 PROPANE: For propane option, the engine shall be a dedicated propane system with the following specifications:

1. OEM Approved Alternative Fuel Supplier that maintains OEM Warranty.
2. Dedicated liquid injection with 41 plus usable gallons.
3. 6.8L V-10 (or approved equal) with hardened valve/seats – “alternative fuel package”
4. System must work with existing OEM diagnostics/OEM PCM. A separate controller will not be accepted.
5. EPA & CARB certified and meet all FMVSS, NHTSA and NFPA58 regulations.
6. Fuel tank must be packaged in same location as gas tank that is removed and must meet all ground plane clearance.
7. Fuel tank shall be designed for propane autogas with 41 plus usable gallons and shall mount using OEM hardware and bracket. Fuel fill shall be protected from weather.
8. System to be sourced from Manufacturers QVM Approved System Developer.
9. To be installed by Manufacturers QVM Approved Alternative Fuel Installer.

4.4 TRANSMISSION: Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.

4.5 BRAKES: Dual hydraulic power-assisted system with four wheel disc-type brakes. A foot operated parking brake shall be supplied with a warning light on the dashboard. .

4.6 SPRINGS: The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM, shall be installed on the lift side of the vehicle to keep the bus level.

4.7 SHOCK ABSORBERS: Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.

4.8 STEERING: Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.

4.9 WHEELS: Each vehicle shall be equipped with seven OEM matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass or stainless valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.

4.9 TIRES: Seven matching OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire shall be mounted to the wheel shall be secured inside the vehicle and shipped and delivered with the vehicle unless optional spare tire carrier is selected (carrier not available and does not apply to Class A vehicles).

- 4.95 BUMPERS: A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mph impacts.
- 5.0 AXLES: The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.
- 5.1 DRIVESHAFT: Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.
- 5.2 ELECTRICAL: The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid lift must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.
- 5.21 WIRING AND SWITCHES: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic or vinyl covered wood). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure - type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Cooperative. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.
- 5.22 CHARGING SYSTEM: The vehicle charging system will use a OEM 12-volt alternator with the highest output alternator available from the chassis OEM.
- a) A fast idle system equal to Intermotive Highlock shall be installed. (Inpower fast idle for Ford Transits) The fast idle system must be able to automatically increase the engine speed to 1,500 RPM on gas engines and 1200 RPM on diesel. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below

12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on.

5.23 LIGHTS: Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

- a) OEM daytime running lights.
- b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).
- c) The lamps shall be constructed with a single piece lens with the cavity seal accomplished via a potting process, a welded lens to the housing construction or a connector fastened through the body of the light is not allowed.
- d) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.
- e) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.
- f) Center mounted LED light will be provided and mounted above rear window.
- g) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- h) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
- i) Vehicle shall be equipped with LED rear center brake light.

5.24 BATTERIES: Each vehicle shall have two maximum capacity chassis batteries of equal capacity, rating and battery type. Mismatch of battery type is not acceptable, particularly mismatch of lead acid and maintenance free types. One battery shall be installed in an easily accessible tray described in Section 5.25 and the other shall remain in the OEM engine compartment location. Provisions shall be made to charge the auxiliary battery from the engine alternator. Battery cables installed in place of chassis manufacturer's battery cables shall be a continuous run and sized to match the electrical systems

maximum current draw. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use Only". Batteries to be installed using anticorrosive slide blocks for securement.

- 5.25 BATTERY TRAY: A locking weather protected sliding type battery box shall be installed on the curbside behind the passenger door with stainless steel bearing slides providing for an automatically latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray shall be large enough to hold two OEM batteries. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of two). The battery box shall also be equipped with two drain holes preferably adjacent to the two battery tray drain holes when the tray is in the stowed position. The tray shall have the ability to extend a minimum of 3 inches beyond the opening of the battery compartment. Drain holes to be closely aligned when the battery tray is in the stowed position. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks made of an insulated material to prevent corrosion.. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. One thumb-release latch and one locking latch that will rotate 180 degrees from the closed position shall secure the battery door. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery. Cables shall be long enough to allow specified pull out extension and shall be protected and flexible enough to fold away when stowed without shorting or damaging the cables. OEM installation for batteries is acceptable for Ford Transits.

- 5.26 GROUNDS: Three added grounds shall be installed on the vehicle; all shall be # 0 gauge. One ground shall be installed between the engine and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the lift pump housing and the side battery, grounds must be continuous, without splices. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.

- 5.3 FUEL TANK: Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards. .

- 5.4 INSTRUMENT PANEL: The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:
- a. Ammeter or voltmeter

- b. Oil pressure gauge
 - c. Fuel capacity gauge
 - d. Engine temperature gauge
 - c. Speedometer
 - e. Emergency brake warning light
- 5.5 BACK-UP ALARM: Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.
- 5.6 BODY MODIFICATIONS: The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. No second stage manufacturer welds, or holes, will be accepted if they are not a minimum of 1" from the top of the top flange and 1¼" from the bottom of the bottom flange. Welds, and/or holes that are in the center (the area between the top and bottom flanges as measured above) area of the web of the frame and comply with OEM requirements will be accepted. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.
- 5.7 STRUCTURE: The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.
- 5.71 ROOF CONSTRUCTION: The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.
- 5.72 BUS BODY: The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.
- a) All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and

seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.

- b) The body shall be free of cracks, dents, defects or physical damage.
- c) All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted unless fastened onto backing plates or secure fastening points. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.

5.8 SEATING: All seating, including driver, shall meet the following requirements: All vinyl seat covers for the base bus shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. If optional cloth, seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellant treatment that prevents liquids from passing through fabric.

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209, 210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle.
- d) All exposed metal surfaces shall be powder coated.

- e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.
- f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.
- g) A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid lift except when there is a rear lift. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.
- i) All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the MBTA prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.
- k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers' position, aisles, doors,

modesty panels, stanchions, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

l) **Passenger Seats**

All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing and track mounted for easy removal, and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats for the Base Bus shall be covered in Docket 90 vinyl.

m) **Driver Seat**

Vehicle to be equipped with USSC G2E or Recaro LX-S (or approved equal) as standard equipment. Proposer to identify which seat model is to be standard issue and offer option price or credit for the other. Upholstery color will be grey cloth unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered. OEM Driver seat acceptable for Transit 350, recovered in Docket 90 compliant upholstery.

- 5.9 **FLOORS**: The floor overlay shall have a minimum of 5/8" marine grade plywood securely fastened to the cross sills. All plywood edges are to be properly sealed for moisture unless plywood used is of marine grade type. Plywood is to be sanded and filled where needed to create a smooth surface to lay the floor covering..
- 5.91 **FLOOR COVERINGS**: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2 millimeter Altro Transflor Meta and/or Chroma, buyers choice no additional charge (or approved equal) color to be specified by buyer from Altro standard stock selection. All step edges shall have Altro T36T Aluminum Step edge (or equal) or Altro yellow nosing with band of 2 ½ inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind stepwell. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a bus manufacturer's warranty of no less than five years for installation and adhesion. All edges shall be sealed and all seams heat welded to prevent water penetration. The flooring shall extend up the sidewalls to the seat rail line. It shall be covered with backing of molded plastic, fiberglass or extruded or press formed aluminum with a minimum one inch (1") radius at the floor/wall joint to form a smooth water tight transition. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives
- 6.0 **REAR EMERGENCY EXIT**: The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen.

- 6.1 ENTRY DOOR: The vehicle shall be equipped with an electric front entrance door. Door shall be a two-section door equipped with 2" elastomeric material on each section that overlaps a minimum of 1.5" to form a tight seal. The clear height and width of the entry door shall be as specified in section 3.0. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors. Entry door shall not be operable unless the vehicle is in park.
- 6.2 ENTRY STEPS: The front passenger steps and step well shall be heavy-duty welded steel, minimum 14 gauges, with adequate reinforcement to prevent deflection more than ¼" under a 300 pound load placed on an area 28" wide on the center of the step. Upon removal of the load, this step will rebound to its original dimension. A standee line is required with color to match step edges.
- a) The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9.5" deep (8.5" on raised floor buses). The bottom step tread shall be a minimum of 8.5" and not exceed 12.5" from the ground unloaded. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. A three-step entry is allowed only in a Class B bus with a front lift or if chosen as an option. The steps shall be designed so that water will not pool at any time.
 - b) Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance.
- 6.21 DRIVERS RUNNING BOARD/ASSIST: The driver's door entry area shall be equipped with a running board. Running board shall be a minimum of 9" deep, maximum of 12". This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated or punched aluminum, or equal. Driver entry area shall include a steel reinforced molded plastic grab handle, mounted to the rear of the door opening on the outside on the B pillar. Handle shall be a minimum of 6" grab area, durable, corrosion proof, and have no sharp edges. Installation with self-taping screws will not be accepted, must include bolts into threaded inserts and be able to support 250 pounds pull force. OEM Standard Driver entry with built in step acceptable for Ford Transit 350.
- 6.3 MODESTY PANELS, STANCHION AND HANDRAILS: An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted lift is required when a front lift is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica

laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and debarking the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.

- 6.4 INTERIOR PANELING: All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.
- 6.5 WINDOWS: All windows, except the windshield, drivers side window, rear fixed window forward of entrance door and entry door windows to be a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.
- a) Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Driver's door and entry door shall not be considered as an emergency exit.
- 6.6 INSULATION: Foam sprayed insulation, or equal, equivalent to 1.5" fiberglass shall be installed in the roof, rear wall, rear caps, sidewalls and extended door sections including lift doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches fiberglass). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the

Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.

- 6.7 PAINT AND TRIM: Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Exterior paint shall be high quality, VOC compliant and match the OEM paint of the chassis cab. Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost.
- 6.8 FRONT CAP: The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.
- 6.9 UNDERCOATING: The underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated per QVM requirements or equivalent, at the time of manufacture, with a nonflammable resin type polyoleim undercoating for bus applications. All openings in the floorboards and firewall shall be sealed.
- 6.91 WHEEL HOUSING: The wheel housing shall be constructed of a minimum 14 gauge galvanized steel or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.
- 6.95 AIR CONDITIONING: All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; Class A bus to be equipped with TransAir TA 712 Super with TA 71 Evaporator, SM 2CL Condenser, 10 CID Compressor, American Cooling Technology (ATC) ACT-40HD System, 10 CID Compressor, EZ 4 Evaporator and CS 2 Condenser or MCC model AC- 712MAX system comprised of a 10 cid compressor, EM- 1 Evaporator and CM- 2 Condenser. Class B and Class C Gasoline and Diesel vehicles require auxiliary systems capable of producing a equal to or better than Trans/Air TA 73 Evaporator, SMC3L Condenser, 13 CID Compressor or **ACT 532/21** compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser or MCC model AC- 813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM- 3 Condenser or ACT-532/21 using, EZ-5 evaporator, with 13 CID compressor and CS-32 condenser. Passenger area air conditioning system shall utilize a minimum #16 (7/8" ID) suction hose to lower system pressures and maximize compressor life. Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.
- a) All compressor installations must be completed with mounting hardware and pulleys that are warrantied and supported by the A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud. All controls for both air conditioners shall be located for ready access by the driver. The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser. Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and

mechanically attached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type **C or F**, Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No "tie-in systems will be allowed."

- b) Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.

7.0 HEATER: Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass ¼ turn valves that are clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver's entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall not be less than 30,000 BTU for Class A, and 35,000 BTU for types B and C

- a) Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.
- b) Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable

7.1 MOBILITY AID LIFT: A Braun Century or approved equal, will be installed in front of the rear axle or behind the rear axle.

- . Lifts installed in the rear position will have front pumps for ease of service. The lift shall include a mechanism to ensure stowage and securement.

- a) The lift platform shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" measured from 2" above the platform surface to 32" above the platform and a minimum clear length of not less than 50" measured from 2" above the surface of the platform. All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.
- b) The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.
- c) All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.
- d) The lift platform shall be equipped with handrails on both sides. Any lighting installed on handrails must not interfere with Standees use of the handrails, and operate at a temperature that will not result in burns should skin come in contact with them even if left on for long periods of time.
- e) The mobility aid lift system shall have one control station capable of controlling all lift functions. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist type connection. The Cooperative must approve the final routing and securement of the cord.

7.3 LIFT ENTRY DOOR: The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and widths to accommodate lift chosen by buyer.

- a) The lift entry shall be two entry doors and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10 " wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors must be properly installed so that the top and bottom of each door are square with each other. Lift door opening will include a rain gutter. Door opening frame will be powder coated a bright white to match vehicle exterior. Lift doors will be constructed with tubular 12-gauge, 304 stainless steel frame or and fiberglass or aluminum interior and exterior material. Aluminum structure is allowed if finished product appears consistent in appearance with the sidewall construction of the bus. Doors shall be designed for long life/heavy use and at a minimum be constructed of 14 gauge, 1" tubular steel around the perimeter. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins or stainless steel strap style hinge. Locking lift door must have a locking high quality lever-type door handle located at the inside center of each door. Door latch shall be vertical rotating; two point type with latch rod at top and bottom. Each door lock to have individual handle. Locking doors must have a vertical rotating latch at top and bottom and have a locking door handle on the door first opened/last closed. Latch adjustment plates shall be located at the top and bottom of the doorframe structure.

- b) A positive factory-installed gas shock installed at top of door to assist in maintaining opened or closed position of door(s) and shall be installed to hold the lift entry doors open while the lift is in use. An additional door tether shall be installed that will prevent the doors from opening past 100 degrees.
- c) Automatic curb illumination lamps shall be provided for passenger loading inside the lift doorway.

7.5 CONTROL INTERLOCK: The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged. The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive Highlock integrated with fast idle) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status

8.0 MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS:

The QRT 360 series (dual knob) retractor, Surelock Titan 800 or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING.- retractor, or approved equal to secure wheelchairs facing forward, and must comply fully with the Americans with Disabilities Act requirements and ANSI/RESNA Section 4: WC-18." The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement. Each vehicle shall contain a sign(s) printed in clear type that indicates that seats in the front of the vehicle are priority seats for persons with disabilities. Each securement location shall have a sign designating it as such.

Wheelchair tie down and occupant restraint shall consist of two strips of heavy-duty Series L track the entire width of the vehicle when there are two side by side wheelchair lift positions and have separate lap restraint for the occupant. Floor anchorage track shall be high strength flange 6061 T6 alloy Series Omni L-Tracking utilizing and usable for front or rear tie downs or shared by both. Bottom of flange shall be flush with the floor. Track installation will include silver flange track end caps. The system(s) shall incorporate a continuous track capable and accommodate a wide range of mobility aid designs. The track shall be installed in a location/manner that will maximize the area while still meeting the securement manufacturer's installation requirements. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturer's installation instructions must be provided prior to award. **Any deviation from manufacture's track installation instructions will require written approval from securement manufacturer.** End caps shall be installed with bolts, with large washers under the floor with securement nuts.

- c) A closable box shall be provided and secured next to the wheel chair lift for storage of securement systems. Final location and type to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with

flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided prior to award.

- 8.3 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet ANSI/RESNA WC 18.

8.4 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

- a) A web cutter for emergency use shall be provided with each vehicle.
- b) One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift.
- c) STORAGE CONTAINER: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver's area with a hinged lockable door or with a thumb latch at buyers option. The container must be sealed and not have any exposed wires, protrusions or sharp edges. If there is a destination sign installed access to the area as noted is required. Cooperative must approve final design.

- 8.5 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the Sate Fire Marshall at time of delivery.
- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.
- d) MIRROR
A fully adjustable 6"X 9" passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing or within flat portion of mirror surface, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the

Ford fender. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed. Sheet metal screws are not to be used to attach the mirror assembly to the bus.

- e) Sufficient interior lighting (a minimum of eight incandescent) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled or on engine cover if provided with quick disconnect harness per 5.21.
 - f) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Class A vehicles may route exhaust directly to rear of vehicle. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be clamped and securely fastened to eliminate exhaust leaks. Aluminized steel exhaust tubing shall be used for exhaust modifications.
 - g) OPTIONAL TWO-WAY RADIO ANTENNA PREP: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. **Not standard item unless called for as an option by customer.**
 - h) Manual: A complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securement, and all options.
 - i) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.
 - j) Chrome retractable coat hook in as accessible location to the driver seat location.
- 8.6 PAINTING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.
- 8.7 PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified and provided in electronic format. That can be separated and sent. And posted on web pages. A draft copy must be available for review and acceptance prior to preproduction meeting.
- a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
 - b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for **each** vehicle or batch of vehicles ordered.

- c) All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid lift, air-conditioning system, tie downs, seating, heater, etc.
- d) The Contractor shall have available complete bus maintenance manuals to include the engine, transmission and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.

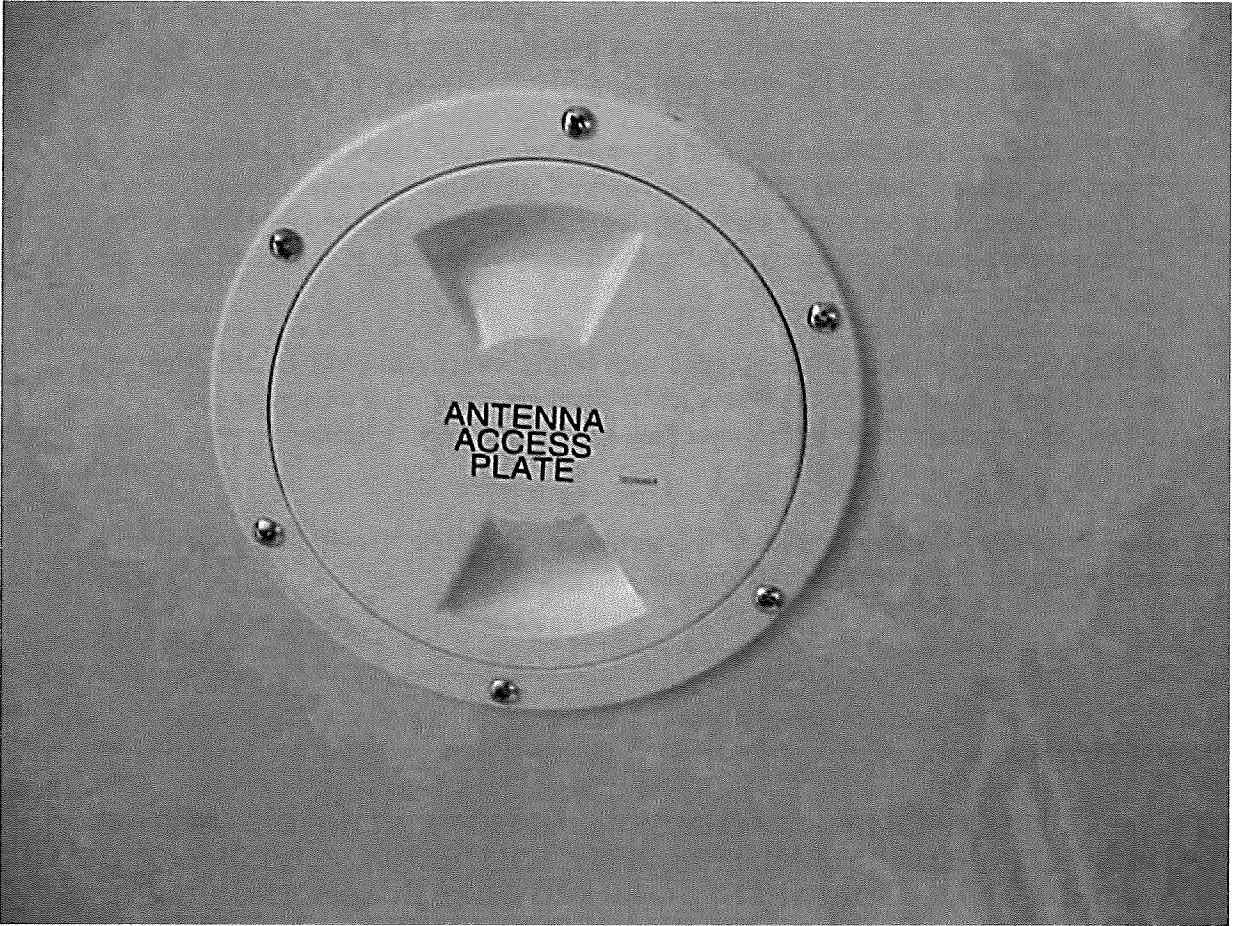
8.8 RADIO OPTION: Units to be equipped with High Quality AM/FM/CD with Bluetooth and with MP3 input jack or OEM unit and 4 speakers installed in passenger compartment of bus. **Not standard item unless specified as an option by customer.**

9.0 Base Price (Pre-tax as specified in this submission). Mark “No-Bid” if your firm is not proposing for a particular vehicle class

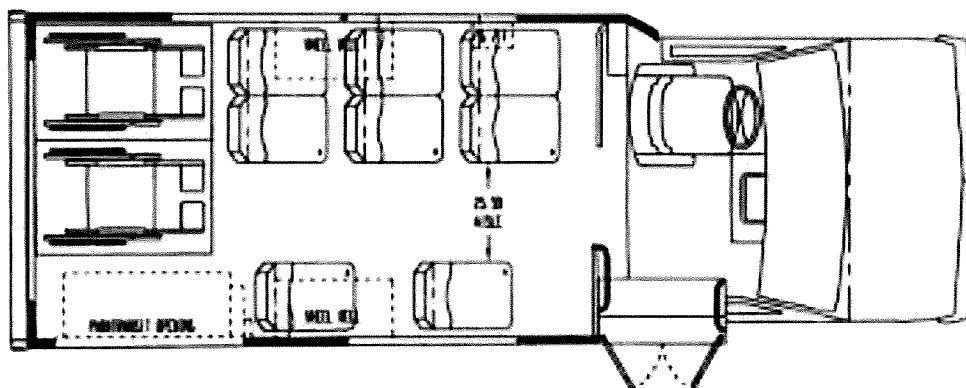
10.0 OPTIONS

NOTE- TO BE PROPOSED IN ATTACHMENT C. OPTION PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION, MBTA WILL REQUEST INFORMATION WHEN APPROPRIATE. WORKSHEET TO BE PROVIDED IN ELECTRONIC AND HARDCOPY FORM.

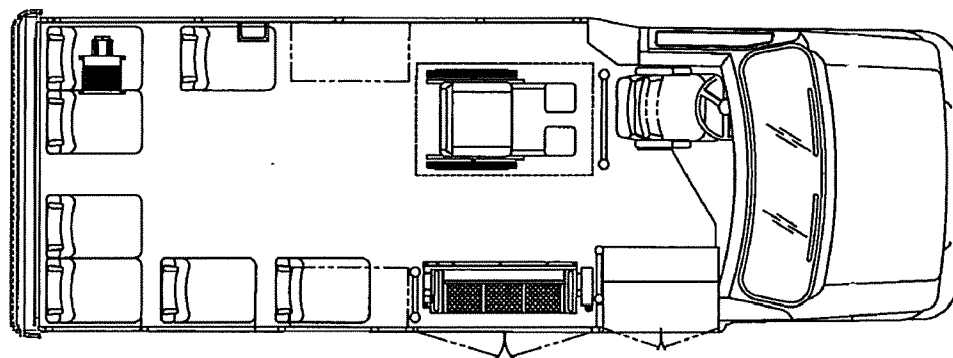
11.0 Antenna Access Plate



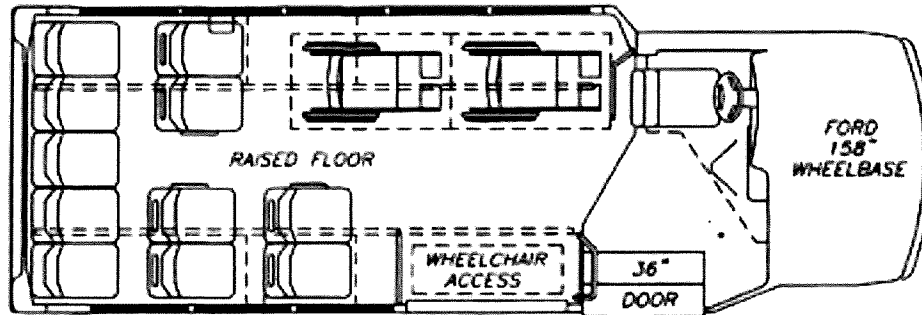
12.0 Floor Plans



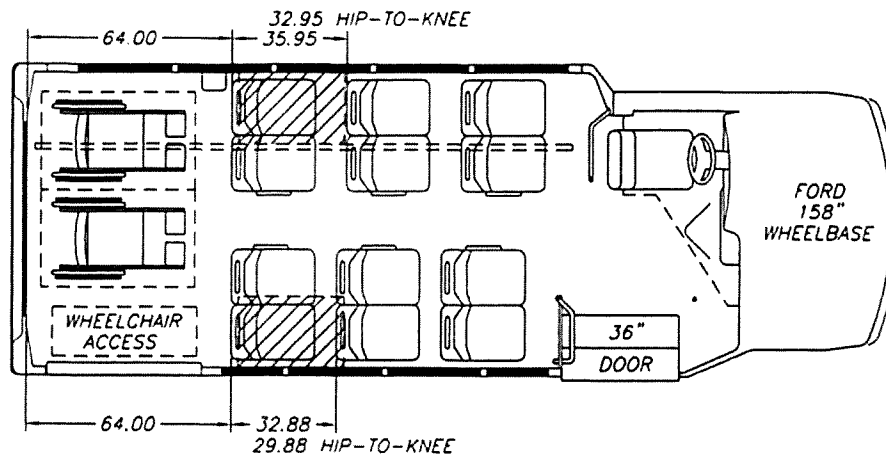
Class A, Rear Lift



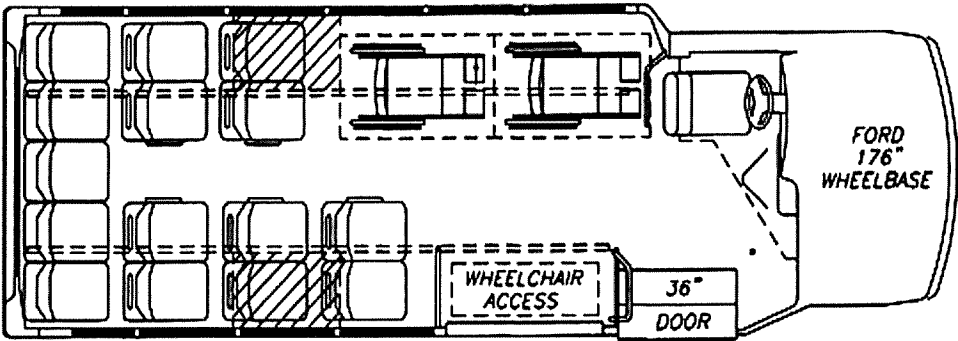
Class A, Front Lift



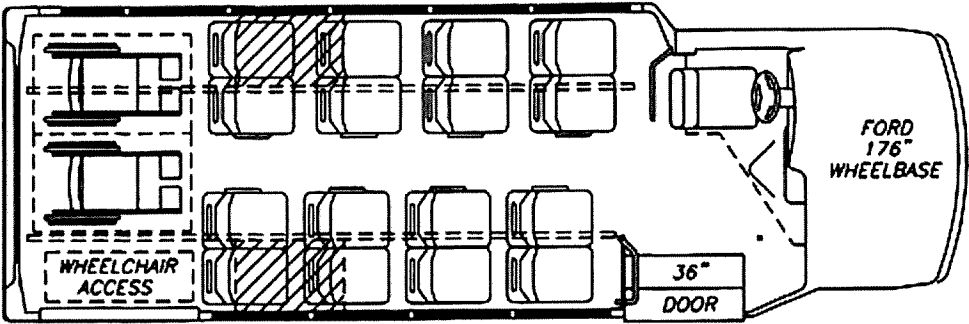
**Class B Front Lift
Ford and GM Chassis**



**Class B Rear Lift
Ford and GM Chassis**



Class C Front Lift



Class C Rear Lift

AMENDMENT 3
MBTA CONTRACT NO. 15-03 – CBS

THIS AMENDMENT is made and entered into on April 29, 2019 between and among CREATIVE BUS SALES, INC., (Creative) a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California ("SELLER"), and MORONGO BASIN TRANSIT AUTHORITY ("MBTA").

RECITALS

WHEREAS, MBTA, by its Request for Proposals # 15-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on Friday, January 15, 2016 for the purchase of Paratransit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

WHEREAS the parties entered into an AGREEMENT, MTBA Contract No. 15-03-CBS on June 1, 2016; and

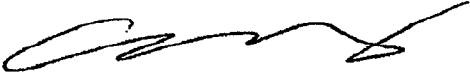
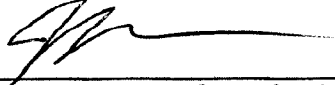
WHEREAS the AGREEMENT was for a two-year base period with three one-year options; and

WHEREAS MBTA Board of Directors has provided authorization to staff to exercise options;

NOW THEREFORE BE IT RESOLVED incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and MBTA hereby agree as follows:

1. Per Section SP-3, Period of Performance, the period of contract performance is extended to exercise the second one-year option. The new Period of Performance is extended through April 28, 2020.
2. Per Section SP-5.3, Vehicle and Optional Feature Pricing, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by PPI 1413 as stipulated in the Contract. For the second one-year period, the price increase is 7.97%. The new pricing is attached to this Amendment and shall become effective for orders placed on or after April 28, 2019.
3. Contingency: Extension of contract for Eldorado/VMI Amerivans is contingent on the contractor providing evidence of compliance with Federal funding requirements as detailed in separate correspondence within ninety (90) days of the date of execution of this option.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

| | |
|---|--|
| CREATIVE BUS SALES, INC., a California corporation | MORONGO BASIN TRANSIT AUTHORITY |
|  |  |
| Tony Matijevich, President | Joe Meer, Director of Purchasing |



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

March 12, 2020

NEW BUSINESS

Waste and Recycling Program Management Services – Authorization to Advertise Request for Proposals

RECOMMENDATION:

- Authorize the Senior Management Analyst to advertise a Request for Proposals for Waste and Recycling Program Management Services.

BACKGROUND

The City Council, at their September 10, 2019 meeting, awarded a contract to MuniEnvironmental, LLC to provide Waste and Recycling Program Management Services to the City. The contract term was for one (1) year.

Staff has prepared a Request for Proposals (RFP) for Waste and Recycling Program Management Services, including, but not limited to management of the City's Recycling Dealers Permit Program, Construction Waste Management Plan Program, and general Solid Waste and Recycling Consultant services. Said RFP will be distributed to qualified firms that provide the desired services.

Firms responding to this RFP will be evaluated on, including, but not limited to, the firm's experience and past performance and quality of work on similar projects, familiarity with the City's waste and recycling program management requirements, familiarity with recycling mandates from the California State Legislature and/or CalRecycle, completeness, accuracy, and clarity of the proposal submitted, and the overall cost.

Although an important aspect of consideration, the overall cost will not be the sole criterion for awarding a contract. The City reserves the right to select a contractor that under all the circumstances will best serve the public interest.

FISCAL IMPACT

Funding for the Waste and Recycling Program Management Services Agreement 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.

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

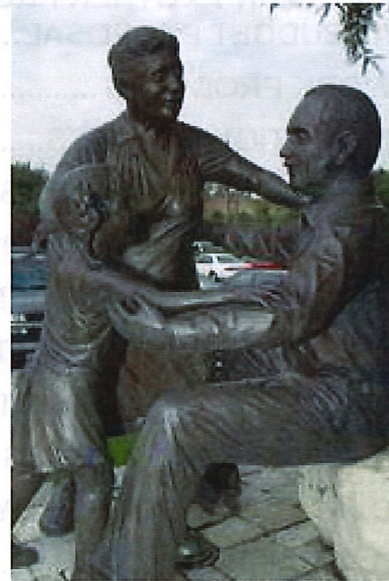
Raymond R. Cruz
City Manager

Attachment(s):

1. Request for Proposals for Waste and Recycling Program Management Services

REQUEST FOR PROPOSALS (RFP)

Waste and Recycling Program Management Services



City Manager's Office



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I. INTRODUCTION

The City of Santa Fe Springs ("City") invites proposals from qualified firms to provide waste and recycling management program services for on-going compliance with CalRecycle regulations and program support services related to environmental and recycling regulations. The consultant selected through this process will serve as an independent contractor. The tasks are more particularly described in the Scope of Work.

The deadline for submitting proposals is 5:00 pm, April 6, 2020. No facsimiles or electronic transmissions will be accepted. For more information concerning the submission requirements, please refer to Section VI. The City intends to follow, but will not be bound by, the following timeline:

| | |
|-------------------------------------|------------------------------------|
| Distribution of RFP | March 16, 2020 |
| Deadline to Submit Proposals | April 06, 2020 at 5:00 p.m. |
| Review of Submittals | April 07-15, 2020 |
| Schedule Interviews | April 20-28, 2020 |
| City Council Award of Contract | May 14, 2020 |

For further information and questions concerning the RFP, please send your questions to Maribel Garcia, Senior Management Analyst, at maribelgarcia@santafesprings.org. All requests for information and responses to questions will be posted on the City's website. Please check the City's website for latest information and queries concerning this RFP.

II. BACKGROUND

The City wishes to request proposals from qualified firms for Waste and Recycling Program Management Services, including, but not limited to management of the City's Recycling Dealers Permit Program, Construction Waste Management Plan Program, and general Solid Waste and Recycling Consultant services. The selected firm should be familiar with the tasks necessary 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.

A. City of Santa Fe Springs: The City of Santa Fe Springs was incorporated in 1957. It is approximately 8.7 square miles and is located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier, and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the city's main thoroughfare. Per the Southern California Association of Government 2019 Local Profile Report, the City has 18,335 residents and 5,494 housing units. The racial composition of Santa Fe Springs is 79.4% Hispanic or Latino, 9.6% White, 5.1% Asian, 3.9% Black or African American, 0.4% American Indian and Alaska Native, and 1.6% other.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses: 3,500 acres industrial, 520 acres residential, 315 acres commercial, 115 acres public/institutional facilities, and 125 acres parks and open space. The vast majority of the City is designated as a disadvantaged community by CalEPA for the purpose of SB 535, and much of the city qualifies as an AB 1550 low-income community.

The City currently has three franchised waste haulers: CR&R Environmental Services, Republic Services, and Serv-Wel Disposal and Recycling. Businesses can solicit a waste collection service fee proposal from each hauler and make a selection. Santa Fe Springs businesses must select and contract one of these three permitted haulers to collect and haul solid waste materials. Contact information for the three permitted solid waste haulers is available on the City's web page at www.santafesprings.org/services. The permitted solid waste haulers are also permitted recyclable materials dealers.

Businesses can recycle (divert from solid waste disposal) materials by subscribing to a permitted solid waste hauler or arrange for a pick-up of recyclable materials by a permitted recyclable materials dealer. Santa Fe Springs businesses can have recyclable materials collected by a permitted recyclable materials dealer at no cost to the dealer, for a fee paid by the dealer, or a fee-for-service paid to the dealer. The City has a list of dealers and recyclable materials that are permitted to haul from businesses. All recycled materials must be separated from solid waste materials in a separate container clearly marked "Recyclable Materials Only". Also, not less than 90 percent of the material collected and removed from a business location must be recycled. Please contact the City at 562-868-0511 for a current list of permitted recyclable materials dealers. If a business chooses to contract with a fee-for-service hauling recyclable materials dealer, the business must first obtain a "Fee-for-Service-Recycling Permit" from the City. Each permit application requires a detailed explanation of the types of materials that will be hauled and the recycling facility where the materials will be taken. Fee-for-service hauling by permitted recyclable materials dealers is subject to paying the City a quarterly franchise fee in the amount and/or percentage of gross revenue, set by resolution of the City Council and submitting a quarterly report that includes the total tons collected, number of tons recycled, number of tons by materials type collected, number of tons of residue, and where residue was disposed.

State Mandates: In 2011, Governor Brown approved AB 341, *Mandatory commercial Recycling*. AB 341 requires all businesses that generate at least four (4) cubic yards of waste per week to implement a commercial recycling program in an effort to reach a goal of 75% recycling by the year 2020. A business (including public entities) that generate four or more cubic yards of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services. Businesses can take one or any combination of the following in order to reuse, recycle, compost or otherwise divert solid waste from disposal:

- Subscribe to a hauler(s)
- Arrange for the pickup of recyclable materials
- Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation

AB 341 requires local jurisdictions to implement a commercial solid waste recycling program that consists of education, outreach, and monitoring of businesses, that is appropriate for that jurisdiction and is designed to divert commercial solid waste from businesses. Each jurisdiction is required to report the progress achieved in implementing its commercial recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its electronic annual report.

On September 28, 2014, Governor Brown signed AB 1826, *Mandatory Organic Waste Recycling*. The aforementioned bill requires businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions cross the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. Organic waste ("organics") means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in with food waste. This law phases in the mandatory recycling of commercial organics over time. However, the minimum threshold of organic waste generation by businesses decreases over time, which means an increasingly greater proportion of the commercial sector, will be required to comply with AB 1826.

AB 1826- Implementation Dates and Threshold

Tier I

- January 1, 2016 - Local jurisdictions shall have an organic waste-recycling program in place. Jurisdictions shall conduct outreach, educate businesses on Recycling Organic Waste in the area, and shall monitor and identify noncompliant businesses in order to inform them of the law and how to achieve compliance.
- April 1, 2016 - Businesses that generate eight (8) cubic yards or more of organic waste per week shall arrange for and implement organic waste recycling services.

Tier II

- January 1, 2017 - Businesses that generate four (4) cubic yards or more of organic waste per week shall arrange for and implement organic waste recycling services.
- August 1, 2017 and Ongoing - Jurisdictions shall provide information about the implementation of their Organic Waste Recycling Program, and shall submit an annual report to CalRecycle.
- Fall 2018- After receipt of the 2016 annual reports (which shall be submitted on August 1, 2018 to CalRecycle), CalRecycle shall conduct its formal review of applicable municipalities that are on a two-year review cycle.

Tier III

- January 1, 2019 - Businesses that generate four (4) cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.
- Fall 2020 - After receipt of the 2019 annual reports (which shall be submitted on August 1, 2020 to CalRecycle), CalRecycle shall conduct its formal review of applicable municipalities.
- 2020 Assessment - If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by the required disposal level of 50 percent (50%); the organic recycling requirements will expand to cover businesses that generate two cubic yards or more of commercial solid waste per week. Additionally, certain exemptions may no longer be available if this target is not met.

III. SCOPE OF WORK

The City is seeking a Consultant that has extensive experience providing waste and recycling program management services for on-going compliance with CalRecycle regulations and program support services related to environmental and recycling regulations.

Task 1 - Assist the City in solid waste reporting documents

- Provide assistance to identify current best practices in solid waste reporting and regulations in terms of solid waste franchises;
- Develop reporting procedures/processes for the City to remain in compliance with CalRecycle;
- 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;
- 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

- Generate monthly recycling tonnage reports, per generator and commodity, to be sent to each permitted recycler;
- Distribute monthly reports via email or USPS to all permitted recyclers;
- Develop and manage citywide recycling database, recording all monthly commodity and weights reports;
- Review quarterly tonnage and account information from each franchise solid waste service provider;
- Complete reports necessary for State compliance.
- Annually assist staff in the processing of recyclable dealer permits.
- Assist code enforcement officials in their enforcement of the City Ordinance that governs permitted recycling activities.
- Reconcile Disposal Reporting Systems quarterly and annual tonnage reports.
- Identify rogue hauling activities and tons reported to disposal facilities.

Task 3 - Analyze City's Practices for Compliance with CalGreen Building Codes

- Review the City's practices for quantifying construction and demolition waste;
- 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%;
- Prepare and distribute CWMP approval letters, one (1) prior to permit issuance, and one (1) prior to final approval;
- Track all generated and diverted materials from each approved construction project;
- Field all telephone inquiries from contractors, builders, and owners.

Task 4 - Assist with City's Interaction with CalRecycle

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

Task 5 - Community and Business Outreach

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

Task 6 - Monthly Meetings

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

Task 7 - Other Programs

- Manage the City's Used Oil/Used Filter Recycling Program;
- Manage the City's Beverage Container Program;
- Coordinate the Los Angeles County Hazardous Waste and E-Waste Roundup Program.

A. Budget Proposal: Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. The City does expect a fair and reasonable project cost, backed by itemization of how the costs per phase and task were developed. Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts.

IV. WORK PRODUCTS

The format for all textual materials and products will be 8-1/2" x 11", black ink on white paper. In addition, the Consultant shall provide the final textual documents in a format consistent with the word processing program in use by the City at the time of final document delivery (the City currently utilizes the Microsoft Office 2013 suite).

V. SELECTION PROCESS

A. Selection Process:

City staff will evaluate all eligible responses in accordance with the criteria listed below. Upon completion of the evaluation phase, staff will interview the appropriate consultants to determine those most eligible. The decision on the number of consultants to interview is solely within the discretion of the Senior Management Analyst, who will forward a recommendation to the City Council for final consideration and award of contract.

The City of Santa Fe Springs will select the Consultant on the basis of qualifications and experience. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposal:

1. Firm has five or more years of relevant experience.
2. Firm is to provide, with proposal, three to five satisfactory municipal references for work performed in the past five years. Include references from cities of a similar size and character to Santa Fe Springs, the responsibilities of the consultant/sub-consultant.
3. Firm can demonstrate understanding of the services requested, the challenges, and opportunities, and knowledge of the disciplines necessary to complete the requested services.

B. Evaluation Criteria and Point System

Firms responding to this RFP will be evaluated on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Each proposal will be evaluated, in the following areas:

- Firm's experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members as demonstrated by their past experience and performance. **(50 points)**
- Familiarity with the City of Santa Fe Springs waste and recycling program management requirements, as well as its challenges and opportunities. **(25 points)**
- Completeness, accuracy and clarity of Proposal submittal. **(15 points)**
- Overall cost to the City. Price is not the sole determining factor. The cost estimate is to be submitted in a separate sealed envelope. **(10 points)**

VI. SUBMITTAL REQUIREMENTS

Five (5) copies and one (1) electronic copy of the proposal must be received by the City of Santa Fe Springs City Manager's Office no **later than 5:00pm on April 6, 2020**. Late proposals, electronic transmittals, and facsimiles will not be accepted.

Proposals may be submitted by mail or in person to the address shown below.

Maribel Garcia, Senior Management Analyst
City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to reject any or all proposals, to accept any proposal, or portion thereof, to waive any irregularity, and to take the proposals under advisement for a 90-day time period as may be required to provide for the best interests of the City of Santa Fe Springs. In no event will an award be made until all necessary investigations are made as to the qualifications of the applicant and a standard consulting services agreement has been awarded by the City Council.

VII. PROPOSAL AND FORMAT REQUIREMENTS

The Consultant should demonstrate not only an ability to be a problem solver, but also be capable of presenting innovative approaches to managing waste and recycling management issues.

The Consultant will submit a detailed Scope of Work with a budget. The City may elect to eliminate or modify specific features of any proposal. Therefore, it is imperative that the Consultant provides a meticulously detailed breakdown of the proposal, by each of the identified items under the Scope of Work (where appropriate), project function, timeline, person-hours, hourly rates, and costs.

Proposals must be concise and focused on the specific Scope of Work specified in this RFP and, at a minimum, shall contain the following information in the following order:

- A. Letter of Transmittal**, signed by an individual authorized to bind the proposing entity to the proposal for a period of 90 days. The letter shall also include a) a statement concerning any personal, financial, and/or organizational conflicts of interest prohibited by law, b) a statement that the Consultant has read and agrees to the Standard Consulting Services Agreement and Insurance Requirements or, if there are areas of clarification or disagreement, the Consultant will indicate such in the cover letter. If there are no exceptions, then the proposer agrees to be bound by, and thereby represent its ability to satisfy all terms of the Agreement, if awarded a contract. Alterations or changes to the agreement which were not in the Consultant's response

will not be made after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

B. Table of Contents: Include page numbers.

C. Executive Summary: Briefly summarize your understanding of the City's Waste and Recycling Program needs. The Executive Summary should introduce your Proposal and your understanding of the City of Santa Fe Springs, the proposed project, significant steps, methods, and procedures to be employed by your firm to ensure quality end products that can be delivered within your identified budget.

D. Qualifications: The proposal verbiage must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- Corporate organization chart indicating key management team members.
- Number of years in business.
- Description of the firm's capabilities to provide the requested product(s)/service(s).
- Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- Overview of approach and description of methodology to be used.
- Description of project structure and detailed project timelines and phases (if applicable).
- References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the City. Each of the references must include the following information:
 - i. Entity Name
 - ii. Industry Type
 - iii. Address, City, Province/State/Country
 - iv. Contact Name, Title, Phone Number, and Email address
 - v. Year(s) service(s) provided
 - vi. Comments (include details regarding the current status of the product/service provided by proposer)

E. Format: Limit your proposal to no more than fifteen (15) typed 8.5" x 11" pages. You may attach company brochure materials if you wish, but these must be as separate attachments and independent from the required elements noted above.

- Use a minimum font size of 11 points. Use a 1" margin on all borders.
- Organize your submittal in the order described above.

- Provide five (5) copies of your firm's response and one (1) electronic version (PDF on CD or USB/flash drive).
- Prominently label the package: "Waste and Recycling Program Management Services" and include the name of the lead or primary respondent.

F. Insurance: The consultant shall at their own cost and expense, procure and maintain during the term of this agreement, the following:

- Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage.
- Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000, combined single limits per accident applicable to all owned, non-owned, and hired vehicles.
- Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and Employees' Liability policies shall contain the insurer's waiver of subrogation in favor of Agency and City, and their elected officials, appointed officials, agents, employees, officers, volunteers, and servants.
- Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission in an amount not less than \$1,000,000. Said policy shall contain a provision that the same shall not be canceled without at least thirty (30) days noticed to the City thereof. Consultant's insurance shall be written by insurers authorized to do business in State of California with a minimum "Best's" insurance guide rating of "A:VII +"

VIII.ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website (www.santafesprings.org/services), which is deemed adequate notice. Any prospective respondent may submit, via U.S. mail or by e-mail, a request to Maribel Garcia, Senior Management Analyst at maribelgarcia@santafesprings.org to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

IX. CONDITIONS FOR RESPONSES TO RFP

The following conditions apply to this RFP process:

- Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion, to procure any project-related service by other means, to modify the scope of the project, to modify its obligation or selection criteria, or take other actions needed to meet its goal.
- The City shall not be liable for any expenses incurred by any organization in connection with this RFP.
- No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source. The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.
- The City reserves the right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- The City reserves the right to conduct a background check of any respondent. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential respondent.
- The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City; the City will attempt to provide reasonable notice of the changes.
- Respondents shall not issue any news release pertaining to this RFP, without prior written approval of the City.
- All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City Manager's Office. If the respondent believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the

intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate respondents. The City reserves its absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- The City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level, or additional services.
- Should a contract be subsequently entered into between the City and respondent, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful respondent shall secure a Santa Fe Springs business license through the City's Department of Finance & Administrative Services at the time the contract is awarded.
- The respondent shall perform such services in its own way and as an independent contractor in the pursuit of its own calling and not as an employee of the City, and it shall be under the control of the City only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and _____, a [state] [type of entity] ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, 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 _____ Dollars (\$ _____.00).

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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference [NOTE: DELETE THIS SENTENCE IS THERE IS NO PROJECT SCHEDULE]. 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 _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [Optional extension language: This Agreement may be extended by [] additional [] year periods 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 per claim and in the 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:

Tel: _____
Attn: _____

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: _____

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: _____

[Name and Title]

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

[Name]
[Mayor or City Manager]

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy Tsai, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Date: _____

APPROVED AS TO CONTENT:

[Name]
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

[Name]
[Title]

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E
CERTIFICATES OF INSURANCE



NEW BUSINESS

Consideration of an appeal of a denial of an application for a Conditional Use Permit (CUP) Case No. 795, Zone Variance (ZV) Case No. 82, Zone Variance (ZV) Case No. 84-87 and Development Agreement (DA) 01-2020, filed by Becker Boards, on a parcel located at 13539 Freeway Drive (APN: 8069-016-006)

CUP Case No. 795: A request to allow the construction and operation of a new 50-foot tall v-shaped digital billboard with 14' x 48' display areas on the subject property, within the M-2 FOZ (Heavy Manufacturing – Freeway Overlay Zone) zone; and

ZV Case No. 82: A request to allow the subject digital billboard to project over the roof of a building as set forth in Section 155.384 (E)(1) of the City's Zoning Regulations; and

ZV Case No. 84: A request to allow the subject digital billboard to be located less than 25' from the front property line as set forth in Section 155.384 (H)(6) of the City's Zoning Regulations; and

ZV Case No. 85: A request to allow the subject digital billboard to be located less than 25' from the side property line as set forth in Section 155.384 (H)(6) of the City's Zoning Regulations; and

ZV Case No. 86: A request to allow the subject digital billboard to be located less than 25' from the adjacent building as set forth in Section 155.384 (H)(6) of the City's Zoning Regulations; and

ZV Case No. 87: A request to allow the removal of an existing on-site tree in order to locate the subject digital billboard as currently prohibited by Section 155.384 (I)(3) of the City's Zoning Regulations.

DA 01-2020: A Development Agreement by and between the City of Santa Fe Springs and Becker Boards which would set forth the rules and regulations under which the proposed billboard would be allowed.

Applicant/Subject Property: Becker Boards/13539 Freeway Drive (APN: 8069-016-006)

RECOMMENDATIONS

- Consider the information presented in this report, in combination with the January 13, 2020 and February 12, 2020 Planning Commission (PC) staff reports, approved minutes for the January 13, 2020 PC meeting, and the draft minutes for the February 12, 2020 PC meeting, which collectively provide necessary background and context; and
- Set a Public Hearing for the April 9, 2020 City Council meeting to hear and consider the subject appeal.

BACKGROUND

At the January 13, 2020 Planning Commission (PC) meeting, at the request of the applicant due to a scheduling conflict and to allow the applicant with an opportunity to thoroughly review the staff report and resolution, the PC continued the matter to the February 12, 2020 adjourned PC meeting.

On February 11, 2020, one day before the Planning Commission meeting of February 12, 2020, the applicant's attorney provided a letter to all five commissioners. The letter provided various allegations surrounding the proposed digital billboard project. An electronic copy of the letter was immediately forwarded to the commissioners. A hard copy was also provided to the commissioners on the day of the meeting.

At the February 12, 2020 PC meeting, staff presented the subject entitlements to the commissioners for their consideration. Joseph White, from Becker Boards, was also provided with an opportunity to make a presentation before the commissioners. After opening the public hearing, members of the audience had an opportunity to express their opinions regarding the proposed project. Two individuals representing Tom's Truck Center spoke in opposition to the project. No one from the audience, other than the applicant, spoke in favor of the project. The applicant also had an opportunity to respond to the opposing statements. After a brief discussion of the issues presented, consideration of the facts contained in the oral and written report reports and related attachments, as well as consideration of all comments made by the public, the Planning Commission unanimously voted to adopt Resolution No. 150-2020, thus effectively denying CUP 795, ZV 82, ZV 84-87, & DA 01-2020. It should be noted, however, that Commissioner Carbajal abstained from voting.

On February 13, 2020, one day following the Planning Commission meeting of February 12, 2020, the City Clerk received a formal appeal of the Planning Commissions actions. The appeal was received within the 14-day appeal period, as specified in Section 155.865 of the City's Zoning Regulations.


PROCEDURES FOR APPEAL

In accordance with Section 155.865 of the City Zoning Ordinance, the Planning Commission's action shall become effective 14 days after receipt by the applicant of written notice of the Commission's action. Said 14 days shall be for the purpose of allowing an appeal to the City Council, either by the applicant or any other interested party. Said appeal shall be made in writing and filed with the City Clerk. The filing of an appeal within the prescribed time limit shall have the effect of staying the effective date of the Commission's action until such time as the City Council has acted on the appeal.

Additionally, in accordance with Section 155.866 of the City's Zoning Ordinance, upon receipt of an appeal from any Planning Commission determination, the City Council shall choose one of the following courses of action:

1. Approve and ratify the action of the Planning Commission.
2. Refer the matter back to the Planning Commission with or without instructions for further proceedings.
3. Set the matter for hearing before itself. Notice of said hearing shall be given in accordance with the provisions of this subchapter for all matters which have previously been subject to a public hearing before the Planning Commission. If no public hearing has previously been held, the City Council shall give such notice as it deems appropriate. At such hearing, the City Council shall hear and decide the matter as if it were sitting as the Planning Commission, and shall make findings and consider the same criteria as required of the Planning Commission. The decision of the City Council shall be final.

Staff, along with the City Attorney's office, is recommending that the City Council select the third option and set the appeal matter as a public hearing before itself. Holding a public hearing not only protects the due process rights of the applicant but also any other interested parties. A public hearing would provide the City Council with the opportunity to hear all of the testimonies first hand before deciding on the matter.



Raymond R. Cruz
City Manager

Attachments:

1. January 13, 2020 Planning Commission staff report (Continuation to February 12, 2020 PC Meeting)
2. Approved Planning Commission minutes for January 13, 2020 meeting
3. February 12, 2020 Planning Commission staff report and related attachments – Available in City Clerk's Office
4. Copy of letter provided by Sean Sherlock - an Attorney representing Becker Boards (dated February 11, 2020)
5. Staff's Powerpoint Presentation to the Planning Commission – Available in City Clerk's Office
6. Joseph White's Powerpoint Presentation to the Planning Commission – Available in the City Clerk's Office
7. Copy of letter to the applicant affirming the Planning Commission's denial (dated February 13, 2020)
8. Copy of Appeal Letter by Joseph White of Becker Boards (dated February 13, 2020)
9. Draft Planning Commission minutes for February 12, 2020 meeting



City of Santa Fe Springs

Planning Commission Meeting

January 13, 2020

PUBLIC HEARING

Categorically Exempt - CEQA Guidelines Section 15361(b)(3) – General Rule

Conditional Use Permit (CUP) Case No. 795

Zone Variance (ZV) Case No. 82

Zone Variance (ZV) Case No. 84-87

Development Agreement (DA) No. 01-2020

CUP Case No. 795: A request to allow the construction and operation of a new 50-foot tall V-shaped digital billboard with 14' x 48' display areas on the subject property, within the M-2 FOZ (Heavy Manufacturing – Freeway Overlay Zone) zone; and.

ZV Case No. 82: A request to allow the subject digital billboard to project over the roof of a building, contrary to Section 155.384 (E)(1) of the City's Zoning Ordinance; and

ZV Case No. 84: A request to allow the subject digital billboard to be located less than 25' from the front property line, contrary to Section 155.384 (H)(6) of the City's Zoning Ordinance; and

ZV Case No. 85: A request to allow the subject digital billboard to be located less than 25' from the side property line, contrary to Section 155.384 (H)(6) of the City's Zoning Ordinance; and

ZV Case No. 86: A request to allow the subject digital billboard to be located less than 25' from the adjacent building, contrary to Section 155.384 (H)(6) of the City's Zoning Ordinance; and

ZV Case No. 87: A request to allow the removal of an existing on-site tree, contrary to Section 155.384 (I)(3) of the City's Zoning Ordinance, in order to locate the subject digital billboard as currently prohibited.


DA No. 01-2020: A Development Agreement by and between the City of Santa Fe Springs and Becker Boards which would set forth the rules and regulations under which the proposed billboard would be allowed.

Applicant/Subject Property: Becker Boards/13539 Freeway Drive (APN: 8069-016-006)

RECOMMENDATION

- Continue Conditional Use Permit Case No. 795, Zone Variance Case No. 82, Zone Variance Case Nos. 84-87, and Development Agreement No. 01-2020 to the Planning Commission meeting of February 12, 2020.

Property owners within 500 feet of the subject property were notified via mail that the requested entitlement were going before the Planning Commission for consideration. Since neighbors received notification, it is recommended that if any members of the public attend the meeting and wish to comment, the Planning Commission should receive public comments, and then take action to continue the project to the next meeting date on February 12, 2020. The continuance comes at the request of the applicant due to a scheduling conflict. Furthermore, the additional timing will provide the applicant with an opportunity to thoroughly review the staff report and resolution.



Wayne M. Morrell
Director of Planning

Attachment:

1. Email from Applicant

ATTACHMENT 1:
Email from Applicant requesting continuance

Teresa Cavallo

From: Wayne M. Morrell
Sent: Thursday, January 09, 2020 11:46 AM
To: Teresa Cavallo
Subject: FW: 13539 Freeway Dr.

Wayne M. Morrell | Director of Planning City of Santa Fe Springs | Planning Department
11710 Telegraph Road | Santa Fe Springs, CA 90670
(562) 868-0511, Ext 7362 | (562) 868-7112 Fax waynemorrell@santafesprings.org | www.santafesprings.org

Follow us... Facebook | Twitter | YouTube | Instagram

-----Original Message-----

From: Danielle Hayman [mailto:dhayman@beckerboards.com]
Sent: Thursday, January 9, 2020 9:55 AM
To: Cuong H. Nguyen <CuongNguyen@santafesprings.org>
Cc: Jorge H. Rodriguez <jhrconsultinggroup@gmail.com>; Joseph White <jwhite@beckerboards.com>; Wayne M. Morrell <WayneMorrell@santafesprings.org>; tzinn@tbplanning.com; blodgett.marc@gmail.com; Richard Adams <rla@jones-mayer.com>; Jacob Zonn <JZonn@beckerboards.com>
Subject: Re: 13539 Freeway Dr.

Good morning Cuong,

Thank you for your email. Unfortunately we have a scheduling conflict and are requesting a date of continuance at this time. Additionally, my team and I need adequate time to thoroughly review the material you sent and would appreciate if you would not distribute these. We need the time to review these prior to any public view. Please confirm you will not distribute this.

I appreciate your time.

Thank you,

Danielle Hayman
818-943-0080

> On Jan 8, 2020, at 5:42 PM, Cuong H. Nguyen <CuongNguyen@santafesprings.org> wrote:
>
>



APPROVED: February 12, 2020

MINUTES OF THE REGULAR MEETING OF THE SANTA FE SPRINGS PLANNING COMMISSION

January 13, 2020

1. CALL TO ORDER

Chair Ybarra called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chair Ybarra called upon Vice Chair Arnold to lead everyone in the Pledge of Allegiance.

3. ROLL CALL

Members present: Chairperson Ybarra
Vice Chairperson Arnold
Commissioner Carbajal
Commissioner Jimenez

Staff: Richard L. Adams II, City Attorney
Wayne Morrell, Director of Planning
Cuong Nguyen, Senior Planner
Vince Velasco, Associate Planner
Jimmy Wong, Associate Planner
Claudia Jimenez, Assistant Planner
Teresa Cavallo, Planning Secretary

Council: Mayor William Rounds

Members absent: Commissioner Aranda

4. ORAL COMMUNICATIONS

None

5. MINUTES

Approval of the minutes for the December 9, 2019 Planning Commission meeting

It was moved by Commissioner Carbajal, seconded by Commissioner Jimenez to approve the minutes as submitted, with the following vote:

Ayes: Arnold, Carbajal, Jimenez, and Ybarra
Nayes: None
Absent: Aranda

PUBLIC HEARING

6. PUBLIC HEARING

Categorically Exempt - CEQA Guidelines Section 15301, Class 1

Conditional Use Permit Case No. 532-1

Recommendation: That the Planning Commission:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 532-1 and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and will be consistent with the goals, policies and programs of the City's General Plan; and
- Find that the applicant's CUP request meets the criteria set forth in §155.716 of the Zoning Regulations for the granting of a Conditional Use Permit; and
- 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
- Approve Conditional Use Permit Case No. 532-1, subject to the conditions of approval as contained within Resolution No. 148-2020; and
- Adopt Resolution No. 148-2020, which incorporates the Planning Commission's findings and actions regarding this matter.

Chair Ybarra called upon Assistant Planner Claudia Jimenez to present Item No. 6 before the Planning Commission. Present in the audience was the Applicant's Representative Alexander Lew.

Chair Ybarra called upon the Commissioners for questions and/or comments. The Commissioners did not have any questions and/or comments.

Chair Ybarra opened the Public Hearing at 6:07 p.m. and asked if the Applicant's Representative Alexander Lew would like to approach the podium to address the Planning Commission. The Applicant's Representative Alexander Lew approached the podium and stated that he had no comment but that the staff report was accurate as presented.

There being no one from the audience wishing to speak and the Planning Commission having no further questions, Chair Ybarra closed the Public Hearing at 6:08 p.m. and requested a motion and second for Item No. 6.

It was moved by Commissioner Carbajal, seconded by Vice Chair Arnold to approve Conditional Use Permit Case No. 532-1, and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Carbajal, Jimenez, and Ybarra
Nayes: None
Absent: Aranda

City Attorney Richard Adams II read the City's appeal process to inform the Planning Commission and public.

7. PUBLIC HEARING

Categorically Exempt - CEQA Guidelines Section 15301, Class 1
Conditional Use Permit Case No. 541-3

Recommendation: That the Planning Commission:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 541-3 and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Ordinance and will be consistent with the goals, policies and programs of the City's General Plan; and
- Find that the applicant's CUP request meets the criteria set forth in §155.716 of the Zoning Ordinance for the granting of a Conditional Use Permit; and
- 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
- Approve Conditional Use Permit Case No. 541-3, subject to the conditions of approval as contained within Resolution No. 149-2020; and
- Adopt Resolution No. 149-2020, which incorporates the Planning Commission's findings and actions regarding this matter.

Chair Ybarra called upon Assistant Planner Claudia Jimenez on behalf of Planning Consultant Laurel Reimer to present Item No. 7 before the Planning Commission. Present in the audience was the Applicant's Representative Gerald Ko.

Chair Ybarra called upon the Commissioners for questions and/or comments. The Commissioners did not have any questions and/or comments.

Chair Ybarra opened the Public Hearing at 6:13 p.m. and asked if the Applicant's Representative Gerald Ko would like to approach the podium to address the Planning Commission. The Applicant's Representative Gerald Ko approached the podium and indicated that he read through the Conditions of Approval which are acceptable to the applicant.

There being no one from the audience wishing to speak and the Planning Commission having no further questions, Chair Ybarra closed the Public Hearing at 6:13 p.m. and requested a motion and second for Item No. 7.

It was moved by Commissioner Carbajal, seconded by Vice Chair Arnold to approve Conditional Use Permit Case No. 541-3, and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Carbajal, Jimenez, and Ybarra
Nayes: None

Absent: Aranda

City Attorney Richard Adams II read the City's appeal process to inform the Planning Commission and public.

8. PUBLIC HEARING

Categorically Exempt - CEQA Guidelines Section 15361(b)(3) – General Rule

Conditional Use Permit (CUP) Case No. 795

Zone Variance (ZV) Case No. 82

Zone Variance (ZV) Case No. 84-87

Development Agreement (DA) No. 01-2020

Recommendation: That the Planning Commission:

- Continue Conditional Use Permit Case No. 795, Zone Variance Case No. 82, Zone Variance Case Nos. 84-87, and Development Agreement No. 01-2020 to the Planning Commission meeting of February 12, 2020.

Chair Ybarra called upon Senior Planner Cuong Nguyen who explained the request for a continuance for Item No. 8 before the Planning Commission.

Chair Ybarra opened the Public Hearing at 6:15 p.m. and requested a motion and second for Item No. 8.

It was moved by Vice Chair Arnold, seconded by Commissioner Jimenez to continue Conditional Use Permit (CUP) Case No. 795, Zone Variance (ZV) Case No. 82, Zone Variance (ZV) Case No. 84-87, Development Agreement (DA) No. 01-2020, and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Carbajal, Jimenez, and Ybarra

Nayes: None

Absent: Aranda

9. PUBLIC HEARING

Categorically Exempt - CEQA Guidelines Section 15301, Class 1, and Section 15303, Class 3

Amendment of Development Plan Approval (DPA) Case No. 847

Modification Permit (MOD) Case No. 1316

Modification Permit (MOD) Case No. 1320

Recommendation: That the Planning Commission:

- Open the Public Hearing and receive any comments from the public regarding Amendment of Development Plan Approval Case No. 847, Modification Permit Case No. 1316, and Modification Permit Case No. 1320, and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Ordinance and consistent with the goals, policies and program of the City's General Plan; and
- Find that the applicant's DPA request meets the criteria set forth in §155.739 of the City's Zoning Ordinance, for the granting of a Development Plan Approval; and

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February 11, 2020

Planning Commission
Frank Ybarra, Chairperson
Ken Arnold, Vice Chairperson
Ralph Aranda, Commissioner
Gabriel Jimenez, Commissioner
Francis Carbajal, Commissioner
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670

Re: *13539 Freeway Drive, Santa Fe Springs, California 90670 (APN: 8069-016-006);
Conditional Use Permit (CUP) Case No. 795, Zone Variance (ZV) Case Nos. 82,
and 84-87, and Development Agreement (DA) No. 01-2020*

Dear Planning Commissioners:

This firm represents Becker Boards Small, LLC, the applicant for the above-described Conditional Use Permit, Zone Variances, and Development Agreement (collectively, the "Applications"). By way of the Applications, Becker Boards seeks to construct and operate a new 50-foot V-shaped digital billboard with 14' x 48' display areas (the "Billboard") on the real property commonly known as 13539 Freeway Drive, Santa Fe Springs, California 90670 (APN: 8069-016-006) (the "Property"). The Property includes an existing industrial building owned by the Hurlen Corporation, a respected company that has manufactured aerospace materials in Santa Fe Springs since 1981. The Applications seek, among other things, variances from setback requirements, overhang requirements, and relocation of a nonprotected tree.

On January 13, 2020, the City of Santa Fe Springs (the "City") issued a Planning Staff Report (the "Report"), recommending the denial of the Applications. The Report concludes that Becker Boards has not demonstrated that the required conditions for the approval of a variance pursuant to Section 155.675 of the City's Zoning Ordinance.

We are concerned that Planning Staff's recommended denial of the Applications intentionally treats Becker Boards differently than the City has treated other, similarly situated applicants; that there is no rational basis for the disparate treatment; and further, that such

Planning Commission
February 11, 2020
Page 2

disparate treatment is vindictive as demonstrated by Planning Staff's hostility toward Becker Boards and its officers, as well as its irregular actions taken to prejudice the City's consideration of the Applications. Accordingly, should the City deny Becker Boards's applications on the current record, it would constitute a violation of Becker Boards's right to equal protection of the law, as provided under the United States Constitution and federal civil rights laws. *Village of Willowbrook v. Olech* (2000) 528 U.S. 562; *Esmail v. Macrane* (7th Cir. 1995) 53 F.3d 176 (holding liquor dealer properly asserted a claim for damages under 42 U.S.C. § 1983 against mayor where mayor denied his application for a liquor license solely due to a vindictive campaign against him).

The City's past practice demonstrates a policy of approving variance requests for similar projects. Moreover, for other applicants Planning Staff has routinely consolidated deviations from multiple development standards into a single variance application; whereas in this case the Planning Staff has required each deviation from a development standard to stand as a separate variance application. By so doing, Planning Staff is attempting to make Becker Boards's project appear worse than other projects having similar impacts.

There are at least five similar billboards in Santa Fe Springs not far from the Property, all of which have been approved by the City. These billboards include the following:

- 15718 Marquardt Avenue: The City granted variances (1) allowing the minimum distance from another billboard on the same side of the street to be less than 1000'-0"; (2) allowing the minimum setback of the billboard column support from any property line (all 4) to be less than the required 25'-0"; and (3) allowing a billboard on a site less than the required five acres. Six deviations from development standards were consolidated into three variances and approved.
- 13700 & 13750 Firestone Boulevard: The City granted variances (1) requesting a height of 60'-0" in lieu of the required 50'-0"; and (2) allowing the minimum setback of the proposed billboard column support from the side property lines to be 9'-7" in lieu of the required 25'-0". Moreover, the City is allowing this billboard to operate in violation of City codes because: (1) the billboard overhangs the building without a variance; and (2) the billboard sits right up against the building and the mount is not setback from the building.
- 13711 Freeway Drive: The City granted one variance (1) allowing a height extension of 7'-0" to the top of a 50'-0" digital display; (2) allowing a 3'-0" extension to each side (2) of the digital display; and (3) allowing a 3'-0" extension of the digital display. These three deviations from the City's development standards were approved by the City under a single variance application.

Planning Commission
February 11, 2020
Page 3

- 13833 Freeway Drive: The City is allowing this sign to operate in violation of City codes because the light extensions and face of the billboard are very close to the building and are not set back.
- 13530 Firestone Boulevard: The City granted a variance requesting a height of 65'-0" in lieu of the required 50'-0".

Here, Becker Boards seeks variances that are similar to those sought and granted above, yet Planning Staff is recommending denial of the Applications. The Report does not specifically describe why Becker Boards did not meet the five conditions of section 155.675. Rather, the Report makes the conclusory statement that Becker Board did not meet the conditions, and then details the "Staff Considerations" made in denying the variances. Many of these considerations are unfounded.

First, the City asserts that with respect to similar billboards, "none of said billboards has required or received more than two variances." [Report, p. 12.] Not so, as detailed above. Moreover, Planning Staff is treating Becker Boards's request to allow deviations from the minimum setback from two property lines as two variance requests (ZV Case Nos. 84-85), when it treated similar requests from others as one variance request.

The City asserts that it has never granted a variance allowing a billboard to be constructed over an existing building. [Report, p. 12.] Yet 13700 & 13750 Firestone Boulevard is currently overhanging the building. 13833 Freeway Drive is another approved billboard in close proximity to a building, also approved by the City. Becker Boards provided the City with significant detail regarding the design and construction of its Billboard, demonstrating that there would be no "chaotic mish-mash" noted in the Report. [See Report, p. 12.]

Additionally, the relocation of a minor, non-native ornamental tree need not require a variance. Planning Staff's insistence on requiring a variance for the tree relocation seems calculated to prejudice the City's consideration of the Project.

Further, Planning Staff have taken irregular actions to prejudice the City's consideration of the Applications. First, we understand that Planning Staff submitted an application, on behalf of Becker Boards, for Caltrans's approval of the project, and obtained a denial from Caltrans without Becker Boards's involvement. Ordinarily the applicant submits its own application to Caltrans, as Becker Boards has done on many past occasions. It is highly irregular that the City should submit an application to Caltrans on the applicant's behalf. Moreover, we question whether Planning Staff could have correctly staked the Property and facilitated the required inspection as needed to obtain Caltrans approval. Our client has commissioned a survey of the property, and staked the location of the billboard, and confirmed that the location meets

Planning Commission
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Page 4

Caltrans's 1,000-foot requirement. Thus, it appears that Planning Staff took this irregular action in a deliberate effort to prejudice the City's consideration of the Project.

Additionally, Planning Staff has placed undue emphasis in the Staff Report on various criticisms of an early draft of the Project's CEQA document (Initial Study), without providing any discussion or conclusions about the revised Initial Study. In this regard, we note that many aspects of the Initial Study were revised pursuant to Planning Staff's requests. We do not agree with all such points, and demand that the Initial Study be revised to address all potential inadequacies introduced by Planning Staff's requested changes.

Also concerning is the hostile and antagonistic attitude the Director of Planning has taken with Becker Boards's representatives throughout this process, demonstrating that Planning Staff's disparate and irregular treatment of Becker Boards's Applications are taken out of sheer vindictiveness.

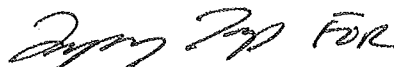
As mentioned above, Planning Staff's actions threaten Becker Board's right to equal protection of the law under the United States Constitution and federal civil rights law. *Village of Willowbrook v. Olech* (2000) 528 U.S. 562; *Esmail v. Macrane* (7th Cir. 1995) 53 F.3d 176.

Accordingly, we respectfully request that the Planning Commission approve the Applications.

Becker Boards expressly reserves all of its rights and remedies in connection with this matter.

Best regards,

Snell & Wilmer L.L.P.



Sean M. Sherlock

cc: Joseph White
Mark Becker
Danielle Hayman
Jacob Zonn
Lyndsey Torp, Esq.



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

February 13, 2020

Becker Boards
4234 E. Indian School Road
Phoenix, AZ 85018

Attn.: Mr. Joseph White

Re: Conditional Use Permit (CUP) Case No. 795
Zone Variance (ZV) Case No. 82
Zone Variance (ZV) Case No. 84-87
Development Agreement (DA) No. 01-2020
13539 Freeway Drive, Santa Fe Springs, CA 90670

Dear Mr. White:

The Planning Commission, at their meeting on February 12, 2020, took action on the following entitlements for property located at 13539 Freeway Drive (APN: 8069-016-006).

CUP Case No. 795: A request to allow the construction and operation of a new 50-foot tall V-shaped digital billboard with 14' x 48' display areas on the subject property, within the M-2 FOZ (Heavy Manufacturing – Freeway Overlay Zone) zone; and.

ZV Case No. 82: A request to allow the subject digital billboard to project over the roof of a building, contrary to Section 155.384 (E)(1) of the City's Zoning Ordinance; and

ZV Case No. 84: A request to allow the subject digital billboard to be located less than 25' from the front property line, contrary to Section 155.384 (H)(6) of the City's Zoning Ordinance; and

ZV Case No. 85: A request to allow the subject digital billboard to be located less than 25' from the side property line, contrary to Section 155.384 (H)(6) of the City's Zoning Ordinance; and

William K. Rounds, Mayor • John M. Mora, Mayor Pro Tem
City Council

Annette Rodriguez • Juanita Trujillo • Joe Angel Zamora
City Manager

Raymond R. Cruz

ZV Case No. 86: A request to allow the subject digital billboard to be located less than 25' from the adjacent building, contrary to Section 155.384 (H)(6) of the City's Zoning Ordinance; and

ZV Case No. 87: A request to allow the removal of an existing on-site tree, contrary to Section 155.384 (I)(3) of the City's Zoning Ordinance, in order to locate the subject digital billboard as currently prohibited.

DA No. 01-2020: A Development Agreement by and between the City of Santa Fe Springs and Becker Boards which would set forth the rules and regulations under which the proposed billboard would be allowed.

After considering the application, the written and oral staff reports, the General Plan and Zoning of the subject property, the public testimony, written comments, and/or other materials presented to the Planning Commission regarding this matter, the Planning Commission moved to deny your request for the above listed entitlements.

The Zoning Ordinance sets forth an appeal period of fourteen (14) days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

If you have any questions, please call Cuong Nguyen, Senior Planner, at (562) 868-0511 x7359, or E-Mail cuongnguyen@santafesprings.org.

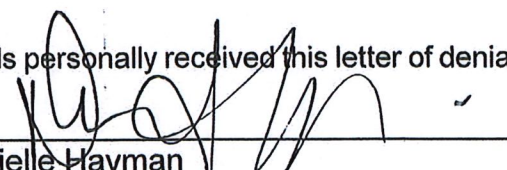
Sincerely,



Wayne M. Morrell
Director of Planning

cc: City Council (Electronically)
Raymond R. Cruz, City Manager (Electronically)
Dino Torres, Director of Police Services (Electronically)
Michelle Norwood, Management Assistant II (Electronically)
Noe Negrete, Director of Public Works (Electronically)
Robert Garcia, Associate Civil Engineer (Electronically)
Redford Bayan, Engineering Tech (Electronically)
Brent Hayward, Fire Chief (Electronically)
Tom Hall, Director of Environmental and Fire Prevention (Electronically)
Raul Diaz, Deputy Fire Marshal (Electronically)
Wayne Morrell, Director of Planning (Electronically)
Teresa Cavallo, Planning Program Assistant (Electronically)
File Copy

I, Danielle Hayman, an employee of Becker Boards personally received this letter of denial on February 13th, 2020.


Danielle Hayman

ATTACHMENT NO. 8

February 13th, 2020

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

ATT: Janet Martinez and Fernando Munoz

Re: CUP Case No. 795
Zone Variance (ZV) Case No. 82
Zone Variance (ZV) Case No. 84-87
Development Agreement (DA) No. 01-2020
13539 Freeway Drive, Santa Fe Springs, CA 90670

Dear Janet Martinez and Fernando Munoz,

This letter is in response to the action of denial taken by The Planning Commission at the meeting that took place February 12th, 2020 for the property located at *13539 Freeway Drive, Santa Fe Springs, CA 90670* (APN: 8069-016-006) for the following entitlements:

- *CUP Case No. 795* : Request to allow the construction of a new 50 foot tall digital billboard with 14'x48' display areas on the subject property.
- *Zone Variance (ZV) Case No. 82*
- *Zone Variance (ZV) Case No. 84-86*
- *Zone Variance (ZV) Case No. 87: A request to allow the relocation of an existing non protected tree.*
- *Development Agreement (DA) No. 01-2020*

Becker Boards would like to formally **appeal** this matter and move forward to present to City Counsel. Please submit this appeal in response to the denial letter drafted by staff on 2/13/2020.

Thank you,

Joseph White
Becker Boards
4234 E. Indian School Road
Phoenix, AZ 85018



APPROVED:

MINUTES OF THE ADJOURNED MEETING OF THE SANTA FE SPRINGS PLANNING COMMISSION

February 12, 2020

1. CALL TO ORDER

Chair Ybarra called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chair Ybarra led everyone in the Pledge of Allegiance.

3. ROLL CALL

Members present:

Chairperson Ybarra
Vice Chairperson Arnold
Commissioner Aranda
Commissioner Carbajal
Commissioner Jimenez

Staff:

Richard L. Adams II, City Attorney
Wayne Morrell, Director of Planning
Cuong Nguyen, Senior Planner
Laurel Reimer, Planning Consultant
Vince Velasco, Associate Planner
Jimmy Wong, Associate Planner
Teresa Cavallo, Planning Secretary

Council:

Councilmember Joe Angel Zamora

Members absent:

None

4. ORAL COMMUNICATIONS

None

5. MINUTES

Approval of the minutes for the January 13, 2020 Planning Commission meeting

It was moved by Vice-Chair Arnold, seconded by Commissioner Carbajal to approve the minutes as submitted, with the following vote:

Ayes: Arnold, Aranda, Carbajal, Jimenez, and Ybarra

Nays: None

Absent: None

PUBLIC HEARING

6. **PUBLIC HEARING – Continued from the January 13, 2020 Planning Commission meeting**
CEQA Exemption Section 15061(b)(3)
Conditional Use Permit (CUP) Case No. 795
Zone Variance (ZV) Case No. 82
Zone Variance (ZV) Case No. 84-87
Development Agreement (DA) No. 01-2020

Recommendation: That the Planning Commission:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit (CUP) Case No. 795, Zone Variance (ZV) Case No. 82, Zone Variance (ZV) Case Nos. 84-87, and Development Agreement (DA) No. 01-2020, and thereafter, close the Public Hearing; and
- Find and determine that the proposed project, as proposed, will not be in conformance with the overall purpose and objective of the City's Zoning Ordinance and thus will also be inconsistent with the goals, policies and programs of the City's General Plan; and
- Find that the applicant's CUP request does not meet the necessary criteria set forth in §155.716 of the City's Zoning Ordinance for the granting of a Conditional Use Permit; and
- Find that the applicant's project does not meet the necessary finding set forth in §155.384 (C) of the City's Zoning Ordinance for the granting of a Conditional Use Permit for a billboard project; and
- Find that the applicant has not adequately demonstrated that the required conditions for approval of a Variance can be found for the subject billboard project, as set forth in §155.675 of the City of Santa Fe Springs Zoning Ordinance; and
- Deny Conditional Use Permit Case No. 795; Zone Variance Case No. 82, Zone Variance Case Nos. 84-87; and Development Agreement No. 01-2020; and
- Find and determine that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the project is Exempt from CEQA since no project is being recommended for approval at this time.
- Adopt Resolution No. 150-2020, which incorporates the Planning Commission's findings and actions regarding this matter.

Chair Ybarra called upon Director of Planning Wayne Morrell and Senior Planner Cuong Nguyen to present Item No. 6 before the Planning Commission. Present in the audience was the Applicant's Representatives Joseph White and Danielle Hayman.

Director of Planning Wayne Morrell provided the history of the billboard ordinance.

Senior Planner Cuong Nguyen presented the reasons the City is not in favor of the proposed entitlements.

Chair Ybarra called upon the Commissioners for questions and/or comments.

A discussion ensued regarding the proposed entitlements, set-backs, and other billboard entitlements.

Chair Ybarra opened the Public Hearing at 6:55 p.m. and asked if the Applicant's Representative Joseph White would like to approach the podium to address the Planning Commission. The Applicant's Representative Joseph White approached the podium and provided a PowerPoint Presentation in favor of Item No. 6.

Chair Ybarra asked if anyone from the audience wished to speak on Item 6. The following spoke against Item No. 6:

George Saelzler
K.C. Heidler of Tom's Truck Center

Chair Ybarra called back Mr. Joseph White for rebuttal.

Chair Ybarra asked the Commissioners if they had any questions or comments. A discussion ensued regarding the audience's comments, the Applicant's rebuttal and the City's position regarding the proposed entitlements.

Having no further questions, Chair Ybarra closed the Public Hearing at 7:22 p.m. and requested a motion and second for Item No. 6.

It was moved by Commissioner Aranda, seconded by Vice Chair Arnold to deny Conditional Use Permit (CUP) Case No. 795, Zone Variance (ZV) Case No. 82, Zone Variance (ZV) Case No. 84-87, Development Agreement (DA) No. 01-2020, and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Aranda, Jimenez, and Ybarra
Abstained: Carbajal
Absent: None

City Attorney Richard Adams II read the City's appeal process to inform the Planning Commission and public.

7. PUBLIC HEARING – Continued from the January 13, 2020 Planning Commission meeting

Adoption of Mitigated Negative Declaration

Tentative Parcel Map (TPM) No. 82709

Specific Plan Amendment Case No. 1

Development Plan Approval (DPA) Case No. 964

Recommendation: That the Planning Commission:

- Open the Public Hearing and receive any comments from the public regarding Tentative Parcel Map No. 82709; Development Plan Approval Case No. 964; Specific Plan Amendment Case No. 1; and related Environmental Documents, and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Find that Tentative Parcel Map No. 82709 meets the standards set forth in Sections 66474 and 66474.6 of the Subdivision Map Act for the granting of a tentative or

- final map; and
- Find that Specific Plan Amendment Case No. 1 meets the criteria set forth in Section 65454 of the State Planning, Zoning and Development Laws, for amending the Waste Disposal Inc. (WDI) Specific Plan; and
- Find that the applicant's DPA requests meet the criteria set forth in §155.739 of the City's Zoning Regulations, for the granting of a Development Plan Approval; and
- Approve and adopt the proposed Mitigated Negative Declaration which, based on the findings of the initial study, indicates that although potential significant effects on the environment have been identified, revisions in the project plan or proposal made by, or agreed to by, the applicant, would avoid the effects or mitigate the effects to a point where clearly no significant effects on the environment would occur, and there is no substantial evidence in light of the whole record that the project, as revised, may have a significant effect on the environment; and
- Approve the proposed Mitigation Monitoring and Reporting Program (MMRP) for the proposed project; and
- Approve Tentative Parcel Map No. 82709; Development Plan Approval Case No. 964; and Specific Plan Amendment Case No. 1, subject to the conditions of approval as contained with Resolution No. 152-2020; and
- Adopt Resolution No. 152-2020, which incorporates the Planning Commission's findings and actions regarding this matter.

Chair Ybarra called upon Associate Planner Jimmy Wong to present Item No. 7 before the Planning Commission. Present in the audience was the Applicant's Representatives Senior Vice President William Lu, P.E., and Traffic Engineer Hassan Ahmed, T.E. with Kittelson & Associates, Inc.

Chair Ybarra called upon the Commissioners for questions and/or comments.

A discussion ensued regarding the traffic engineer's report, trucks along Greenleaf Avenue, the only truck entrance on Santa Fe Springs Road and Conditions of Approval.

Planning Consultant Laurel Reimer addressed the Planning Commissioners' comments and concerns.

Chair Ybarra opened the Public Hearing at 7:52 p.m. and asked if the Applicant's Representatives Senior Vice President William Lou and Traffic Engineer Hassan Ahmed would like to approach the podium to address the Planning Commission. The Applicant's Representatives approached the podium and addressed the Planning Commissioners' concerns regarding the traffic report's traffic analysis, truck trip scenarios and truck traffic along Greenleaf Avenue, Los Nietos Road and the truck entrance along Santa Fe Springs Road. A discussion ensued regarding the truck routes and the Department of California Transportation correspondence.

There being no one from the audience wishing to speak and the Planning Commission having no further questions, Chair Ybarra closed the Public Hearing at 8:19 p.m. and requested a motion and second for Item No. 7.

It was moved by Commissioner Aranda, seconded by Commissioner Jimenez to approve

Tentative Parcel Map (TPM) No. 82709, Specific Plan Amendment Case No. 1, Development Plan Approval (DPA) Case No. 964, with the addition of a condition of approval regarding signage and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Aranda, Carbajal, Jimenez, and Ybarra
Nays: None
Absent: None

8. PUBLIC HEARING

CEQA Exemption Section 15061(b)(3)
Zone Determination Case No. 2020-01

Recommendation: That the Planning Commission:

- Open the Public Hearing and receive any comments from the public regarding Zone Determination Case No. 2020-01, and thereafter, close the Public Hearing; and
- Find that Zone Determination Case No. 2020-01 will be harmonious with adjoining properties and surrounding uses in the area and therefore will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the community in general; and
- Find that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), the proposed Zone Determination is exempt; and
- Approve Zone Determination Case No. 2020-01, determining that the manufacturing and assembly of trade show displays is a similar and compatible use with other similarly listed uses permitted in the ML, Limited Manufacturing – Administration and Research, Zone; and
- Adopt Resolution No. 154-2020, which incorporates the Planning Commission's findings and actions regarding this matter.

Chair Ybarra called upon Associate Planner Vince Velasco to present Item No. 8 before the Planning Commission. Present in the audience was the Applicant's Representative Allen Chung.

Chair Ybarra called upon the Commissioners for questions and/or comments.

Vice-Chair Arnold inquired about any requirements from AQMD as it pertains to the dust collection system. Associate Planner Vince Velasco replied that conditions have not been imposed but when the applicant goes through the building process for the dust collection system then conditions from AQMD will apply.

Chair Ybarra opened the Public Hearing at 8:31 p.m. and asked if the Applicant's Representative would like to approach the podium. The Applicant's Representative Allen Chung thanked the Planning Commission and stated that Santa Fe Springs is a great location for the growth of his business.

Having no further questions or comments, Chair Ybarra closed the Public hearing and requested a motion and second for Item No. 8.

It was moved by Commissioner Jimenez, seconded by Commissioner Carbajal to

approve Zone Determination Case No. 2020-01, and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Aranda, Carbajal, Jimenez, and Ybarra
Nays: None
Absent: None

9. PUBLIC HEARING

Categorically Exempt – CEQA Guidelines Section 15282(h)

Zoning Text Amendment – Accessory Dwelling Unit

Recommendation: That the Planning Commission:

- Continue Zoning Text Amendment – Accessory Dwelling Unit to the Planning Commission meeting of March 9, 2020.

Chair Ybarra called upon Associate Planner Jimmy Wong to present Item No. 9 before the Planning Commission.

Chair Ybarra opened the Public Hearing at 8:34 p.m.

There being no one from the audience wishing to speak and the Planning Commission having no further questions, Chair Ybarra kept the Public Hearing open and requested a motion and second for Item No. 9.

It was moved by Vice-Chair Arnold, seconded by Commissioner Carbajal to continue Zoning Text Amendment – Accessory Dwelling Unit, and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Aranda, Carbajal, Jimenez, and Ybarra
Nays: None
Absent: None

CONSENT ITEMS

10. CONSENT ITEMS

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the Planning Commission.

A. CONSENT ITEM

Conditional Use Permit Case No. 590-6

- Find that the continued operation and maintenance of a church facility, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and will be in conformance with the overall purposes and objectives of the Zoning Ordinance and consistent with the goals, policies, and programs of the City's General Plan.
- Require that Conditional Use Permit Case No. 590-6 be subject to a compliance review in ten (10) years, on or before February 12, 2030, to ensure the use is still

operating in strict compliance with the conditions of approval as contained within this staff report.

B. CONSENT ITEM

Conditional Use Permit Case No. 608-4

- Find that the continued operation and maintenance of an open storage yard, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and will be in conformance with the overall purposes and objectives of the Zoning Ordinance and consistent with the goals, policies, and programs of the City's General Plan.
- Require that Conditional Use Permit Case No. 608-4 be subject to a compliance review in five (5) years, on or before February 12, 2025, to ensure the use is still operating in strict compliance with the conditions of approval as contained within this staff report.

C. CONSENT ITEM

Conditional Use Permit Case No. 782-1

- Find that the continued operation and maintenance of a mini-warehouse facility, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses and will be in conformance with the overall purposes and objectives of the Zoning Ordinance and consistent with the goals, policies, and programs of the City's General Plan.
- Require that Conditional Use Permit Case No. 782-1 be subject to a compliance review in three (3) years, on or before February 12, 2023, to ensure the use is still operating in strict compliance with the conditions of approval as contained within this staff report.

Chair Ybarra requested a motion regarding Item Nos. 10A-10C.

It was moved by Commissioner Carbajal, seconded by Commissioner Aranda approve Consent Items No. 10A – 10C, and the recommendations regarding this matter, which passed by the following roll call vote:

Ayes: Arnold, Aranda, Carbajal, Jimenez, and Ybarra
Nays: None
Absent: None

11. ANNOUNCEMENTS

Commissioners:
None.

Staff:

Planning Consultant Laurel Reimer invited the Planning Commissioners to the City Council meeting to show support for approving the consultants who will be preparing the City's General Plan.

Senior Planner Cuong Nguyen invited the Planning Commissioners to the City's Penny Carnival as the Planning Department will be conducting Census Outreach.

Associate Planner Vince Velasco announced the new full-time hires: Associate Planner Jimmy Wong, Assistant Planner Claudia Jimenez, and himself.

12. ADJOURNMENT

Chairperson Ybarra adjourned the meeting at 8:39 p.m. to the next regular Planning Commission meeting scheduled for March 9, 2020, at 6:00 p.m.

Frank Ybarra
Chairperson

ATTEST:

Teresa Cavallo
Planning Secretary

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

March 12, 2020

NEW BUSINESS

Resolution No. 9665 – Request for Parking Restrictions during Certain Hours on Smith Avenue west of Norwalk Boulevard

RECOMMENDATION


- Adopt Resolution No. 9665 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. on the north side of Smith Avenue from a point 645 feet west of Norwalk Boulevard to a point 1,070 feet west of Norwalk Boulevard and implement a tow-away zone within the same limits for vehicles that violate the restriction.

BACKGROUND

The Traffic Commission at their meeting of February 20, 2020, reviewed the attached Engineer's Report for the implementation of an overnight parking restriction during the hours of 9:00 p.m. and 6:00 a.m. on the north side of Smith Avenue west of Norwalk Boulevard, including a provision that could allow the towing of vehicles that violate the restriction. Whittier Police Department and Santa Fe Springs Police Service Officers have received numerous calls in the past from Hansen Steel Services to respond to various problems caused by the long-term parking of semi-trucks with trailers adjacent to their business. The culmination of these problems occurred when a truck backed over and broke a City fire hydrant while trying to park along Smith Avenue.

The Commission voted 3 to 0 to recommend to the City Council to approve the proposed parking restriction, along with the provision to tow vehicles that violate the parking restriction.

City staff recommends the implementation of the parking restriction request from Hansen Steel Services located on the north side of Smith Avenue west of Norwalk Boulevard.


Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Resolution No. 9665

Attachment No. 2: Traffic Commission Report

Report Submitted By:

Noe Negrete
Director of Public Works



Date of Report: March 4, 2020

RESOLUTION NO. 9665

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA PROHIBITING PARKING OF VEHICLES AT CERTAIN LOCATIONS
DURING CERTAIN HOURS**

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

Section 1. Pursuant to the provision of Section 72.21 of the City Code, when authorized signs are in place giving notice thereof, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers or materials between the hours of 9:00 PM to 6:00 AM:

North side of Smith Avenue from a point 645 feet west of Norwalk Boulevard
to a point 1,070 feet west of Norwalk Boulevard

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

APPROVED and ADOPTED this **12th** day of **March, 2020**.

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

Traffic Commission Meeting

February 20, 2020

TRAFFIC ENGINEER'S REPORT

Parking Restriction Request - Smith Avenue west of Norwalk Boulevard

RECOMMENDATION

That the Commission recommend to the City Council to approve the implementation of a parking restriction between the hours of 9:00 PM and 6:00 AM on the north side of Smith Avenue west of Norwalk Boulevard, along with a tow-away zone within the same limits for vehicles that violate the restriction.

BACKGROUND

Smith Avenue was a two-lane unimproved roadway before the City's incorporation in 1957 and was widened to its current curb-to-curb width of 52 feet in 1971. Smith Avenue is an industrial collector street that runs from Norwalk Boulevard into the residential area west of Arlee Street, terminating before reaching Alburtis Avenue.

Smith Avenue has a double yellow centerline that provides one lane of traffic in each direction with parking generally restricted on both sides of the street. The street is flat with an east/west orientation, and there is a 450-foot horizontal curve on Smith Avenue at the point where the Union Pacific Railroad crosses east of Arlee Street. The Average Daily Traffic (ADT) for Smith Avenue for 2016 was 3,600 vehicles on a typical weekday. The abutting development along Smith Avenue between Norwalk Boulevard and Geary Avenue is primarily a light industrial/manufacturing zone. The older area on the south side of Smith Avenue adjacent to the Union Pacific tracks has some heavy industrial developments, which include an Edison Yard, and office.

In 2016, at the request of Hansen Steel, the City installed a "No Stopping Any Time" parking restriction adjacent to their westerly driveway next to the Union Pacific Railroad tracks on Smith Avenue to keep large trucks from parking there. Unfortunately, the problem has continued along this stretch of Smith Avenue, and the only option is to restrict overnight parking. City staff reviewed the request for this location, and Police Services staff have verified the parking issues identified by Hansen Steel Services on Smith Avenue. Therefore, City staff recommends that the Traffic Commission approve the request from Hansen Steel and recommend to the City Council to implement a parking restriction along with a tow-away zone between the hours of 9:00 p.m. and 6:00 a.m. on the north side of Smith Avenue west of Norwalk Boulevard. The provision for the towing of vehicles that violate the parking restriction will achieve greater compliance with the parking restriction and will alleviate the need for consistent enforcement.

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Noe Negrete
Director of Public Works

Attachments:

- Attachment No. 1: Email from Hansen Steel Services -12/18/19
- Attachment No. 2: Location Map

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: February 14, 2020

Thomas R. Lopez

From: Dave Hansen <dave@hansensteel.com>
Sent: Wednesday, December 18, 2019 3:38 PM
To: Thomas R. Lopez
Subject: Re: traffic safety 9-12-16

Good Afternoon Tom,

Unfortunately the problem of long term truck parking on Smith street still exists. Directly in line with Geary street, on Smith is a twenty four foot van truck that parks on the north curb during the night and leaves his car parked there during the day. It's his own parking area. Further west on Smith in front of our office area we have rock, sand and gravel trucks that secure that area especially on Friday night and then do their oil changes and truck maintenance on Saturday. They wash down their rigs and several times have left sand and gravel in the street at the curb. We have confronted them about this and at least now they are cleaning it up better.

I try to get as many trucks in my yard as possible off the street. We spoke about the potential of allowing us to open a driveway that would empty directly in off of Geary street. This would be a straight shot into our yard coming from Telegraph. This would minimize a lot of heavy truck traffic on an already enormously busy Norwalk Boulevard. I know what the answer was before of I need to spend millions of dollars and redo my building face. Can't do right now but the day is drawing closer. As I have mentioned before we would be willing to pay for the new apron. Pay to have the fire hydrant moved to the side. In addition we exchange the closure of one of my existing driveways to off set having too many openings. All of this can be done with permits through the city with excepted and approved engineered drawings.

By doing this the city eliminates excessive traffic on Norwalk Blvd. We remove a lot of truck traffic off the local streets. We avoid wide sweeping turns from trucks trying to sweep into our facility and get off the street. Local traffic can continue to move through the area and not cause near crazy accidents.

I know what the city would like to get done but these are "**no costs to the city changes**" that makes it safer, more efficient and stems traffic on a Boulevard that is already beyond flow demand. Tom do what you can and I am always happy to meet and talk with you or others of the city. I was unaware the Whittier Traffic Sergeant was even involved. We have for the most part tried to handle things best we can by ourselves.

Thank you for your help.

Regards

Dave Hansen

From: Thomas R. Lopez

Sent: Wednesday, December 18, 2019 1:06 PM

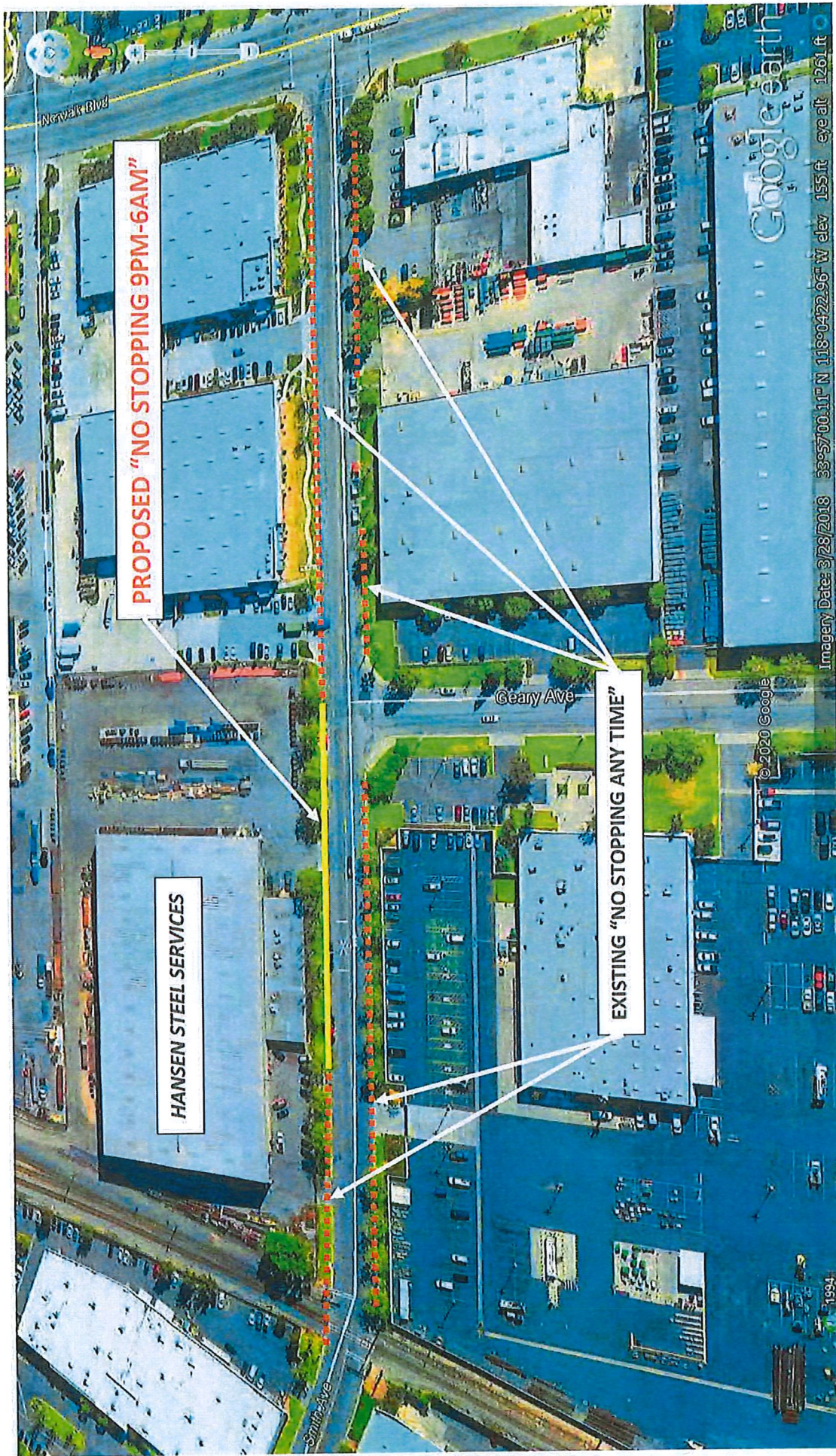
To: Dave Hansen

Cc: Noe Negrete

Subject: RE: traffic safety 9-12-16

Back in 2016, we dealt with a truck parking issue you were having on Smith Avenue. At our last Traffic Commission meeting, the Whittier traffic sergeant assigned to Santa Fe Springs made a statement that you were having problems with long-term truck parking on Smith Avenue. That was the first news that I had that you were still having truck issues on Smith Avenue. Our Director asked me to follow up with you to see if you are still having truck problems. Can you confirm you are having problems with trucks and if you are describe the nature of the problems.

Tom Lopez | Traffic Engineer
City of Santa Fe Springs | Public Works Engineering
11710 Telegraph Road | Santa Fe Springs, CA 90670
(562) 868-0511, Ext 7342 | (562) 409-7651 Fax
tomlopez@santafesprings.org | www.santafesprings.org



LOCATION MAP
(SMITH AVENUE BETWEEN UPRR TRACKS AND NORWALK BOULEVARD)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

March 12, 2020

NEW BUSINESS

Custodial Services - Request for Contract Increase

RECOMMENDATION

- Approve a 5% increase to contract with EE Building Maintenance for performing city-wide Custodial Services retroactive to March 1, 2020.

BACKGROUND

EE Building Maintenance (EE) is the current vendor providing custodial services for the City since July 1, 2018. The term of the custodial services Agreement is three years, with the right to renew the Agreement for an additional two, one-year terms at the end of the first term based on performance and approval by the City Council. The end of the three-year term is June 30, 2021.

At the meeting of January 9, 2020, EE Building Maintenance requested a five percent (5%) increase to their existing contract based on the minimum wage increase imposed by the State of California, and due to the increase in the cost of Workers Compensation Insurance to EE (see Attachment No. 1). The request was denied by the City Council.

After that meeting, EE met with City staff and listed other reasons for requesting the 5% increase to their contract. First is the cost of supplying paper materials. EE has spent approximately \$50,000-\$60,000 more than originally budgeted, particularly during park peak usage times (May through October). EE is under obligation to provide paper materials under the current terms of this contract. However, paper products at the parks have increased significantly as a result of increased park patronage, theft of product, and vandalism. Their inexperience in bidding for custodial services and/or the underestimation of park patronage may be contributing factors to the quantity deficit regarding paper product materials.

Furthermore, before EE started work on the contract, the City issued Contract Change Order No. 2 (see attachment No. 2), to eliminate the custodial services for the three Childcare Classrooms (Gus Velasco Neighborhood Center, Lakeview School, and Los Nietos Park). The result was a 7% (\$39,360 per year) decrease to the Contract. Therefore, the request for approval of a 5% increase to the contract is still below the original contract amount.

The contract originally bid in October 2017, resulting in receipt of two bids. The low bid received from United Maintenance Systems of Los Angeles, California was for a total of \$38,885.00 per month.

Company Name

Monthly Bid Amount

1. United Maintenance Systems
2. Merchants Building Maintenance

\$ 38,885.00

\$ 53,654.37

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: March 5, 2020

On January 30, 2018, City staff recommended that the Council terminate the contact with United Maintenance Systems due to their poor performance, and for not meeting the standard daily cleaning services identified in the contract. City staff issued a new request for bids, and on February 22, 2018, a total of six bids were received. The low bid received was from Golden Touch Cleaning, Inc. (GTC) of Tustin, California was for \$34,717.00.

The following is a tabulation of the bid results received on February 22, 2018.

| <u>Company Name</u> | <u>Monthly Bid Amount</u> |
|-----------------------------------|---------------------------|
| 1. Golden Touch Cleaning | \$ 34,717.00 |
| 2. EE Building Maintenance | \$ 46,306.00 |
| 3. Ultimate Maintenance Services | \$ 47,770.00 |
| 4. General Building Management | \$ 50,388.00 |
| 5. Merchants Building Maintenance | \$ 55,699.09 |
| 6. ABM Industry Groups, LLC | \$ 59,850.48 |

At the Council meeting on May 24, 2018, the City Council terminated GTC's contract for failing to provide adequate workforce and Supervisors to perform the work stipulated in the Agreement. At the same meeting, Council awarded a contract to EE Building Maintenance, the second-lowest bidder with a total of \$46,306.00.

Since the contract's inception, EE's quality of work has met the outlined contract standards, and the responsiveness has been outstanding. Therefore, even with the 5% increase, the monthly amount of \$45,177.30 would still be less than the next bidder per the bids received in February 2018. Without the increase to the contract, EE may request to be released from the contract due to their inability to meet their expenditures.

FISCAL IMPACT

The Public Works Operations and Maintenance Budget includes the cost of the annual Custodial Services contract. The five percent (5%) increase represents \$25,815, for a total of \$542,127 to the revised contract. The proposed increase of approximately \$25,815 is not included in the PW Operations and Maintenance budget. Therefore, a budget adjustment is necessary.

INFRASTRUCTURE IMPACT

The proposed rate increase to the contract will not affect the custodial services provided.



Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: Agenda Report dated January 9, 2020

Attachment No. 2: Contract Change Order No. 2



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

January 9, 2020

NEW BUSINESS

Custodial Services EE Building Maintenance Request for Contract Increase

RECOMMENDATION

- Provide staff with direction on the request from EE Building Maintenance for a 5% increase to the existing Custodial Services contract amount.

BACKGROUND

EE Building Maintenance (EE) is the current vendor providing custodial services for the City since July 1, 2018. During the term of this agreement, the State of California mandated an increase to the minimum wage, two times. The minimum wage during time of the award of contract was \$11.00. The minimum wage is currently at \$12.00 per hour and is set to increase to \$13.00 per hour January 1, 2020. The five percent (5%) increase represents \$25,815, for a total of \$542,127 to their new contract. The request for the 5% is based on the increase in the minimum wage and the rising cost for EE to obtain Workers Compensation Insurance. EE should have been aware of the minimum wage mandates by the State at the time of the bidding of the contract.

The term of the custodial services Agreement is three (3) years, with the right to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council. The end of the three year term is June 30, 2021. Staff request Council provide direction on the request for the 5% increase. Possible options are listed below:

Possible Options

1. Accept 5% increase to the contract, retroactive to January 1, 2020.
2. Decline 5% increase.
3. Offer an increase ranging from 1%-4.9%.

FISCAL IMPACT

The Public Works Operations and Maintenance Budget includes the cost of the annual Custodial Services contract. However, the proposed increase of approximately \$25,815 is not included in the PW Operations and Maintenance budget.

INFRASTRUCTURE IMPACT

The proposed rate increase to the contract will not affect the custodial services provided.

for 
Raymond R. Cruz
City Manager

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: January 2, 2020



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

June 28, 2018

EE Building Maintenance
11720 Marquardt Avenue
Whittier, CA 90605

Attention: Ms. Esmeralda Elizarraraz, Manager

Subject: Custodial Services
Contract Change Order No. 2

Dear Ms. Elizarraraz:

Custodial Services Agreement Change Order No. 2 shall constitute full compensation for all changes associated with Change Order No. 2. Said changes are a result of negotiations between the City of Santa Fe Springs (City) and EE Building Maintenance (Contractor) for purposes of addressing additional services requests by the City.

Effective July 1, 2018, the Contractor's Scope of Services will be amended by eliminating the following facilities from the Schedule of Facilities and Custodial Services:

1. Gus Velasco Neighborhood Center – Childcare Classrooms (2)
9255 S. Pioneer Boulevard
2. Lakeview School Childcare Classroom (1)
11436 E. Joslin Avenue
3. Los Nietos Park Childcare Classroom (1)
11143 Charlesworth Road

Effective July 1, 2018, the Contractor's monthly fee will be reduced by \$3,280 following the above amendment to the Scope of Work.

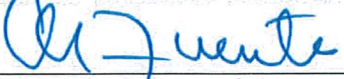
JAY SARNO, MAYOR ♦ JUANITA TRUJILLO, MAYOR PRO TEM
CITY COUNCIL

RICHARD J. MOORE ♦ WILLIAM K. ROUNDS ♦ JOE ANGEL ZAMORA
CITY MANAGER
RAYMOND R. CRUZ

EE Building Maintenance
Custodial Services
June 28, 2018
Page 2 of 2

The Contractor shall sign, date and return this change for final acceptance by the City.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

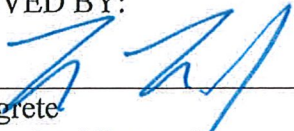


Al Fuentes, Program Manager

7-3-18

Date

APPROVED BY:



Noe Negrete
Director of Public Works

ACCEPTED BY:
EE BUILDING MAINTENANCE



Esmeralda Elizarraraz, Manager

07-03-18

Date

7/5/18

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 26A

March 12, 2020

PRESENTATION

Recognition of Chase Bradshaw for Eagle Scout Project for renovation of pumper rail utility cart at Heritage Park

RECOMMENDATION

- Recognize Chase Bradshaw from Boy Scout Troop 54 for the renovation of the pumper rail utility cart at Heritage Park.

BACKGROUND

The Eagle Scout Service Project, or simply Eagle Project, is the opportunity for a Scout from the Boy Scouts of America (B.S.A.) to demonstrate leadership to others while performing a project for the benefit of his community. This is the culmination of the Scout's leadership training, which requires a significant effort on his part. The process for completing the Eagle Scout Project is quite lengthy and involves a deep commitment from the Scout. After identifying a project, the Scout must develop a plan of implementation that includes areas such as: materials, supplies, logistics, safety concerns, and fundraising. The project must benefit an organization other than the B.S.A. and cannot be performed for an individual, a business, or be commercial in nature. Completing an Eagle Project is a requirement for Scouts to attain the Eagle Scout rank.

In August 2019, staff at Heritage Park were asked by Chase Bradshaw, a local Eagle Scout candidate from Troop 54, if there were any projects that he could complete to fulfill his requirement for Eagle Scout. Staff immediately identified the pumper utility cart. Mr. Bradshaw was instrumental in transforming the pumper rail utility cart from deteriorated wood and rusted metal, to a completely restored exceptional utility cart. In addition to the transformation of the utility cart, he also landscaped a side area of the Train Depot exhibit. The entire project took Mr. Bradshaw approximately one (1) month to complete.

The Family and Human Services Division would like to recognize Chase Bradshaw on his accomplishment of completing his Eagle Scout Project and highlight the tremendous support he provided to benefit the Santa Fe Springs community.

The Mayor may wish to call upon Family and Human Services Manager, Ed Ramirez, to assist with the presentation.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 26B

March 12, 2020

PRESENTATION

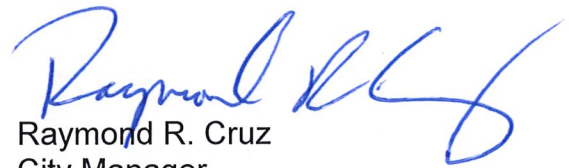
Recognition of Santa Fe High School Junior Varsity and Varsity Pepsters

RECOMMENDATION:

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

BACKGROUND

The City Council has invited the Junior Varsity and Varsity Pepsters from Santa Fe High School to be recognized for their recent cheer competition victories.


Raymond R. Cruz
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 26C

March 12, 2020

PRESENTATION

Recognition of Santa Fe High School Junior Varsity Girls Cross Country Team

RECOMMENDATION:

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

BACKGROUND

The City Council has invited the Junior Varsity Girls Cross Country Team from Santa Fe High School to be recognized for winning first place in the Del Rio League.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by a large, stylized flourish.

Raymond R. Cruz
City Manager

Attachment(s):

None

March 12, 2020



City of Santa Fe Springs

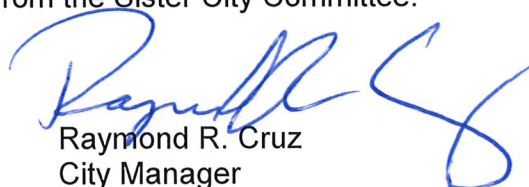
City Council Meeting

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

| Committee | Vacancies | Councilmember |
|----------------------------|-----------|---------------|
| Family & Human Svcs | 1 | Mora |
| Family & Human Svcs | 1 | Rodriguez |
| Heritage Arts | 1 | Mora |
| Parks & Recreation | 1 | Mora |
| Parks & Recreation | 4 | Zamora |
| Parks & Recreation | 1 | Trujillo |
| Senior | 3 | Mora |
| Senior | 1 | Zamora |
| Senior | 1 | Rodriguez |
| Senior | 4 | Trujillo |
| Sister City | 1 | Mora |
| Sister City | 4 | Rodriguez |
| Sister City | 3 | Zamora |
| Sister City | 2 | Rounds |
| Sister City | 3 | Trujillo |
| Youth Leadership Committee | 2 | Rodriguez |
| Traffic Commission | 1 | Zamora |

Applications Received: None

Recent Actions: Kayla Perez was removed from the Sister City Committee.


 Raymond R. Cruz
 City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Community Services Advisory*

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

*pending name change

COMMUNITY SERVICES ADVISORY COMMITTEE*

*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

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

Membership: 20 Residents appointed by City Council

| APPOINTED BY | NAME | TERM EXPIRES |
|------------------|--|--------------|
| | | JAN 2021 |
| Mora | Juliet Ray Guadalupe Placencia Eileen Ridge Jeannie Hale | |
| Zamora | Annette Ramirez Charlotte Zevallos Doris Yarwood Francis Carbajal | |
| Rounds | Jeannette Lizarraga Mary Arias Linda Vallejo Adrianne Matte | |
| Rodriguez | Manny Zevallos Sally Gaitan Mark Scoggins Larry Oblea | |
| Trujillo | Jacqueline Martinez Kay Gomez Tony Reyes Merrie Hathaway | |

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

| APPOINTED BY | NAME | TERM EXPIRES JUNE 30 OF |
|------------------|--------------------|----------------------------|
| Mora | Martha Villanueva | (20) |
| | Vacant | (20) |
| | Miriam Herrera | (21) |
| Zamora | Gaby Garcia | (20) |
| | Tina Delgado | (21) |
| | Gilbert Aguirre | (21) |
| Rounds | Dolores Duran | (20) |
| | Janie Aguirre | (21) |
| | Peggy Radoumis | (21) |
| Rodriguez | Vacant | (20) |
| | Elena Lopez | (20) |
| | Hilda Zamora | (21) |
| Trujillo | 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 | Vacant | 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 | Eileen Ridge | 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*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

| APPOINTED BY | NAME | TERM EXPIRES JUNE 30 OF |
|------------------|---------------------|----------------------------|
| Mora | Joe Avila | (20) |
| | Vacant | (21) |
| | William Logan | (21) |
| | Ralph Aranda | (21) |
| | Kurt Hamra | (21) |
| Zamora | Vacant | (20) |
| | Vacant | (20) |
| | Frank Aguayo, Sr. | (20) |
| | Vacant | (21) |
| | Vacant | (21) |
| Rounds | Kenneth Arnold | (20) |
| | Mary Anderson | (20) |
| | Jeannette Lizarraga | (20) |
| | Tim Arnold | (21) |
| | Mark Scoggins* | (21) |
| Rodriguez | Kayla Perez | (20) |
| | Priscilla Rodriguez | (20) |
| | Lisa Garcia | (21) |
| | Sylvia Perez | (20) |
| | David Diaz-Infante | (21) |
| Trujillo | Dolores Romero | (21) |
| | Andrea Lopez | (20) |
| | Elizabeth Ford | (21) |
| | Nancy Krueger | (21) |
| | Vacant | (20) |

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

| APPOINTED BY | NAME | TERM EXPIRES JUNE 30 OF |
|--------------------------|------------------|----------------------------|
| Council | Angel Munoz | 6/30/2019 |
| | Ron Biggs | 6/30/2019 |
| Personnel Advisory Board | Neal Welland | 6/30/2020 |
| Firemen's Association | Jim De Silva | 6/30/2019 |
| Employees' Association | Johnny Hernandez | 6/30/2020 |

PLANNING COMMISSION

updated 10/17/17

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

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

Membership: 5

APPOINTED BY

NAME

Mora

Ken Arnold

Rounds

Ralph Aranda

Rodriguez

Francis Carbajal

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

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

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

Membership: 25

| APPOINTED BY | NAME | TERM EXPIRES JUNE 30 OF |
|------------------|------------------------|----------------------------|
| Mora | Paul Nakamura | (20) |
| | Astrid Shesterkin | (21) |
| | Vacant | (21) |
| | Vacant | (20) |
| | Vacant | (20) |
| Zamora | Dolores Duran | (20) |
| | Elena Lopez Armendariz | (20) |
| | Josefina Lara | (20) |
| | Amelia Acosta | (21) |
| | Vacant | (21) |
| Rounds | Sally Gaitan | (20) |
| | Bonnie Fox | (20) |
| | Gilbert Aguirre | (21) |
| | Lorena Huitron | (21) |
| | Janie Aguirre | (21) |
| Rodriguez | Yoko Nakamura | (20) |
| | Linda Vallejo | (20) |
| | Hilda Zamora | (21) |
| | Martha Villanueva | (20) |
| | Vacant | (20) |
| Trujillo | Eduardo Duran | (20) |
| | Vacant | (20) |
| | Vacant | (21) |
| | Vacant | (21) |
| | Vacant | (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 |
|------------------|---------------------|----------------------------|
| Mora | Martha Villanueva | (20) |
| | Vacant | (20) |
| | Laurie Rios | (21) |
| | Peggy Radoumis | (21) |
| | Francis Carbajal | (21) |
| Zamora | Charlotte Zevallos | (20) |
| | Vacant | (20) |
| | Vacant | (21) |
| | Doris Yarwood | (21) |
| | Vacant | (21) |
| Rounds | Manny Zevallos | (20) |
| | Susan Johnston | (20) |
| | Jacqueline Martinez | (20) |
| | Vacant | (20) |
| | Vacant | (21) |
| Rodriguez | Jeannette Wolfe | (20) |
| | Vacant | (20) |
| | Vacant | (21) |
| | Vacant | (21) |
| | Vacant | (21) |
| Trujillo | Vacant | (20) |
| | Andrea Lopez | (20) |
| | Vacant | (21) |
| | Marcella Obregon | (21) |
| | Vacant | (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

Vacant

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

| APPOINTED BY | NAME | Term Expires in Year Listed or upon Graduation |
|------------------|---------------------|--|
| Mora | Kharisma Ruiz | (20) |
| | Destiny Cornejo | (21) |
| | Zachary Varela | (20) |
| | Jazmine A. Duque | (21) |
| Zamora | Joseph Casillas | (20) |
| | Savanna Aguayo | (21) |
| | Valerie Melendez | (21) |
| | Christian Zamora | (21) |
| Rounds | Abraham Walters | (21) |
| | Aaron D. Doss | (21) |
| | Gabriel Romero | (20) |
| | Maya Mercado-Garcia | (21) |
| Rodriguez | Angel M. Corona | (21) |
| | Jasmine Rodriguez | (21) |
| | Vacant | |
| | Vacant | |
| Trujillo | Bernardo Landin | (20) |
| | Isaac Aguilar | (21) |
| | Andrew Bojorquez | (20) |
| | Alan Avalos | (21) |