



AGENDA

FOR THE REGULAR MEETINGS OF THE:

PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

SEPTEMBER 23, 2010
6:00 P.M.

Betty Putnam, Mayor
Joseph D. Serrano, Sr., Mayor Pro Tem
Luis M. González, Councilmember
William K. Rounds, Councilmember
Juanita A. Trujillo, Councilmember

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.

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.

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.

Please Note: Staff reports 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. City Hall is closed every Friday. Telephone (562) 868-0511.

City of Santa Fe Springs

Public Financing Authority/Water Utility Authority/CDC/City Council

September 23, 2010

1. **CALL TO ORDER**

2. **ROLL CALL**

Luis M. González, Director/Commissioner/Councilmember
William K. Rounds, Director/Commissioner/Councilmember
Juanita A. Trujillo, Director/Commissioner/Councilmember
Joseph D. Serrano, Sr., Vice-Chairperson/Mayor Pro Tem
Betty Putnam, Chairperson/Mayor

PUBLIC FINANCING AUTHORITY

NEW BUSINESS

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

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

WATER UTILITY AUTHORITY

FINAL PAYMENT

4. Residential Water Main Replacements (Less 10% Retention)

Recommendation: That the Water Utility Authority approve the Final Progress Payment (Less 10% Retention to Conengr Corporation of Upland, California, in the amount of \$3,308.66 for the subject project.

COMMUNITY DEVELOPMENT COMMISSION

5. **REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

6. **CONSENT AGENDA**

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 City Council.

Approval of Minutes

A. Minutes of the Regular Community Development Commission Meeting of August 12, 2010

Recommendation: That the Commission approve the minutes as submitted.

B. Minutes of the Regular Community Development Commission Meeting of September 9, 2010

Recommendation: That the Commission approve the minutes as submitted.

NEW BUSINESS

7. Resolution No. 251-2010 – Request for Certain Funding Advances to the Community Development Commission from the City's General Fund for Purposes of the Consolidated Redevelopment Project

RECOMMENDATION: That the Community Development Commission adopt Resolution No. 251-2010 requesting certain funding advances from the City's General Fund and authorizing the Chairperson to execute two promissory notes in the amount of \$5,152,000 and \$3,494,000.

8. Resolution No. 252-2010 – Request for a Funding Advance to the Community Development Commission from the City's General Fund for Purposes of the Washington Boulevard Project

RECOMMENDATION: That the Community Development Commission adopt Resolution No. 252-2010 requesting a funding advance from the City's General Fund and authorizing the Chairperson to execute the promissory note in the amount of \$200,000.

CITY COUNCIL

9. **CONSENT AGENDA**

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 City Council.

Approval Minutes

- A. Minutes of the Regular Meeting of August 12, 2010

Recommendation: That the City Council approve the minutes as submitted.

- B. Minutes of the Special City Council Meeting of September 7, 2010

Recommendation: That the City Council approve the minutes as submitted.

- C. Minutes of the Regular City Council Meeting of September 9, 2010

Recommendation: That the City Council approve the minutes as submitted.

10. **CONFERENCE AND MEETING REPORT**

Councilmember Trujillo's Attendance at League of California Cities Annual Conference & Expo in San Diego, California

Recommendation: That the City Council receive and file the report.

NEW BUSINESS

11. Resolution No. 9284 – Updating List of Designated Employees Required to File Conflict of Interest Forms

Recommendation: That the City Council adopt Resolution No. 9284 updating the list of designated employees required to file Conflict of Interest forms.

12. Resolution No. 9285 – A Resolution Authorizing General Fund Advances from the City of Santa Fe Springs to the Community Development Commission (CDC) for Purposes of the Consolidated Redevelopment Project

Recommendation: That the City Council adopt Resolution No. 9285 authorizing General Fund advances to the CDC in the amount of \$5,152,000 to fund the administrative, operational, and capital needs of the Consolidated Redevelopment project and carry over \$3,494,000 from an outstanding advance of \$6,600,000 that was loaned for purposes of land assembly in the Consolidated Redevelopment project.

13. Resolution No. 9286 – A Resolution Authorizing a General Fund Advance from the City of Santa Fe Springs to the Community Development Commission (CDC) for Purposes of the Washington Boulevard Redevelopment Project

Recommendation: That the City Council adopt Resolution No. 9286 authorizing a General Fund advance to the CDC in the amount of \$200,000 to assist in funding the administrative, operational, and capital needs of the Washington Boulevard Redevelopment Project.

14. Resolution No. 9287 – Endorsing SCAG's "Business Friendly Principles" as Part of Its Southern California Economic Growth Strategy

Recommendation: That the City Council adopt Resolution No. 9287 endorsing the four economic growth principles that will become part of SCAG's Southern California Economic Growth Strategy.

15. Agreement with Arcadia Publishing for Publication of Historical Book, *Images of America: Santa Fe Springs*

Recommendation: That the City Council approve and execute the agreement with Arcadia Publishing.

Please note: Item Nos. 16– 24 will commence in the 7:00 p.m. hour.

City of Santa Fe Springs

Public Financing Authority/Water Utility Authority/CDC/City Council

September 23, 2010

16. **INVOCATION**

17. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

18. Representatives from the Youth Leadership Committee

19. Representatives from the Chamber of Commerce

20. **ANNOUNCEMENTS**

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

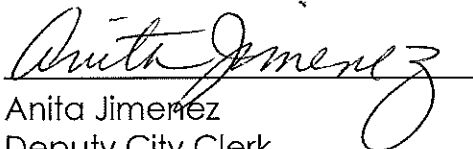
22. **ORAL COMMUNICATIONS**

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

23. **EXECUTIVE TEAM REPORTS**

24. **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.


Anita Jimenez
Deputy City Clerk

September 16, 2010
Date



City of Santa Fe Springs

Santa Fe Springs Public Financing Authority Meeting

September 23, 2010

NEW BUSINESS

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

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority is the City entity that is utilized to facilitate the issuance of public purpose debt in Santa Fe Springs. The following is a brief status report on the debt instruments currently outstanding that were issued through this financing authority.

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/10

None

Outstanding principal at 8/31/10

\$21,525,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/10

None

Outstanding principal at 8/31/10

\$20,690,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/10

None

Outstanding principal at 8/31/10

\$4,965,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 8/31/10

None

Outstanding principal at 8/31/10

\$4,375,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 8/31/10

None

Outstanding principal at 8/31/10

\$3,060,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/10

\$ 1,405,408*

Outstanding principal at 8/31/10

\$28,749,525

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/10

None

Outstanding principal at 8/31/10

\$16,280,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/10

None

Outstanding principal at 8/31/10

\$42,145,000

The City and Community Development Commission budgets include sufficient appropriations to meet the debt service obligations associated with these issues and it is anticipated that the Fiscal Year 2010-11 revenue sources funding these appropriations will be sufficient as well.



Frederick W. Latham
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds has been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds are not included but will eventually be reimbursed from Federal, State and County sources and will again be available for appropriation.



City of Santa Fe Springs

Water Utility Authority Meeting

September 23, 2010

FINAL PAYMENT

Residential Water Main Replacements (Less 10% Retention)


RECOMMENDATION

That the Water Utility Authority approve the Final Progress Payment (Less 10% Retention) to Conengr Corporation of Upland, California, in the amount of \$3,308.66 for the subject project.

BACKGROUND

At the Water Utility Authority meeting of February 25, 2010, the Water Utility Authority awarded a contract to Conengr Corporation of Upland California, in the amount of \$684, 065.67 for the construction of the subject project.

The following payment detail represents the Final Progress Payment (less 10% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory. This project is financed by the Water Fund and funds are available.



Frederick W. Latham
Executive Director

Attachment(s):
Payment Detail

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: September 15, 2010

Payment Detail
Residential Water Main Replacement Program

Contractor: Conenegr Corporation
790 W. Arrow Highway
Upland, CA 91786

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
1.	Unclassified Excavation (Plan No. R0615 Shts. 1-4 Residential Street Reconstruction "Cedardale Dr")	1,210	C.Y.	\$ 17.44	\$21,102.40		\$ -		
2.	Construct Crushed Miscellaneous Base	3,450	TONS	\$ 17.44	\$60,168.00		\$ -	1,183.00	\$ 20,631.52
3.	Construct AC Pavement Finish Cap	820	TONS	\$ 106.98	\$87,723.60		\$ -	2,068.00	\$ 36,065.92
4.	Furnish and install 8 inch diameter ductile iron pipe, Class 52, push-on joint, coated, double cement lining with encased 8-mil polyethylene tube and appurtenances, complete in place							1,064.00	\$ 113,826.72
5.	Furnish and install 6 inch diameter ductile iron pipe, Class 52, push-on joint, coated, double cement lining with encased 8-mil polyethylene tube and appurtenances, complete in place	916	L.F.	\$ 51.16	\$46,862.56		\$ -	850.00	\$ 43,486.00
6.	Furnish and install 4 inch diameter ductile iron pipe, Class 52, push-on joint, coated, double cement lining with encased 8-mil polyethylene tube and appurtenances, complete in place	3,585	L.F.	\$ 47.67	\$170,896.95		\$ -	3,630.00	\$ 173,042.10
7.	Furnish and install 8 inch resilient seat gate valves, valve box, and cover, complete in place	25	L.F.	\$ 45.35	\$1,133.75		\$ -	18.00	\$ 816.30
8.	Furnish and install 6 inch resilient seat gate valves, valve box, and cover, complete in place	3	EA.	\$ 1,395.00	\$4,185.00		\$ -	3.00	\$ 4,185.00
9.	Furnish and install fire hydrant assembly, including fire hydrant heads (MDL type), bury, tees, and valve boxes and cover, thrust blocks, fittings, shock slab, bolts, nuts, 6 inch D.I.P. (CL 52) encased with 8-Mil polyethylene, etc., complete in place	8	EA.	\$ 1,047.00	\$8,376.00		\$ -	8.00	\$ 8,376.00
10.	Remove existing fire hydrant assembly, including fire hydrant heads, bury, tees, and valve boxes and cover, thrust blocks, fittings, etc., and salvage fire hydrant to City Municipal Services Yard	11	EA.	\$ 7,442.00	\$81,862.00		\$ -	11.00	\$ 81,862.00
11.	Bore 1 inch copper service including double strap service saddle, connection to new or existing water meter, complete in place	10	EA.	\$ 930.00	\$9,300.00		\$ -	10.00	\$ 9,300.00
		2,725	L.F.	\$ 39.53	\$107,719.25	93.00	\$ 3,676.29	2,845.00	\$ 112,462.85

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
12.	Bore 2 inch copper service including double strap service saddle, connection to new or existing water meter, complete in place	10	L.F.	\$ 116.28	\$1,162.80		\$ -	12.00	\$ 1,395.36
13.	Removal and replacement of 4 inch Class C2-2500 PCC sidewalk	225	S.F.	\$ 16.28	\$3,663.00		\$ -	409.00	\$ 6,658.52
14.	Furnish and install air release & air vacuum, complete in place	3	EA.	\$ 2,116.00	\$6,348.00		\$ -	3.00	\$ 6,348.00
15.	Removal and replacement of residential driveway (City Std. No. R-6-1A)	180	S.F.	\$ 22.09	\$3,976.20		\$ -	91.00	\$ 2,010.19
16.	Furnish and install 6 inch diameter ductile iron pipe, Class 52, push-on joint, coated, double cement lining with encased 8-mil polyethylene tube and appurtenances, (Mondon Ave at Ringwood Ave)	12	L.F.	\$ 52.33	\$627.96		\$ -	16.00	\$ 837.28
17.	Furnish and install 6 inch diameter ductile iron pipe, encased in slurry, Class 52, push-on joint, coated, double cement lining with encased 8-mil polyethylene tube and appurtenances, (Lakeland Rd at Ringwood Ave)	12	L.F.	\$ 52.33	\$627.96		\$ -	24.00	\$ 1,255.92
18.	Removal and replacement of 8 inch PCC spandrel	1,175	S.F.	\$ 23.26	\$27,330.50		\$ -	555.00	\$ 12,909.30
19.	Removal and replacement of 8 inch PCC spandrel, curb & gutter	125	S.F.	\$ 26.74	\$3,342.50		\$ -	293.00	\$ 7,834.82
20.	Removal and replacement of PCC curb & gutter, Type A"W", W=12"	230	L.F.	\$ 16.28	\$3,744.40		\$ -	275.00	\$ 4,477.00
21.	Furnish and install 3/4 inch water meter, Sensus PMM (Multi-Jet Type Magnetic Drive Cold) registering in cubic feet complete in place	124	EA.	\$ 93.02	\$11,534.48		\$ -	123.00	\$ 11,441.46
22.	Furnish and install concrete meter box with hinged cast iron reading lid (rectangular) centered over meter, complete in place (City Std. No. W-14)	124	EA.	\$ 58.14	\$7,209.36		\$ -	122.00	\$ 7,093.08
23.	Adjust existing manhole to grade, complete in place (City Std. No SS-16)	7	EA.	\$ 581.00	\$4,067.00		\$ -	7.00	\$ 4,067.00
24.	Adjust existing water valve to grade, complete in place (City Std. No W-7)	8	EA.	\$ 291.00	\$2,328.00		\$ -	4.00	\$ 1,164.00
25.	Remove existing valve box and cover and salvage to City Municipal Services Yard (Parkway Locations)	10	EA.	\$ 116.00	\$1,160.00		\$ -	11.00	\$ 1,276.00
26.	Remove existing valve box and cover and salvage to City Municipal Services Yard (Street)	5	EA.	\$ 174.00	\$870.00		\$ -	4.00	\$ 696.00
27.	Traffic Control	1	L.S.	\$ 4,651.00	\$4,651.00		\$ -	1.00	\$ 4,651.00
28.	Install Traffic Striping, Stencils and Markers	1	L.S.	\$ 2,093.00	\$2,093.00		\$ -	1.00	\$ 2,093.00
					\$684,065.67		\$ 3,676.29		\$ 680,262.34

Item No.	Description	Contract			Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Quantity	Amount	Quantity	Amount

Contract Change Order

No1	Fire Hydrant Located at 11259 Hollyhock St	1	L.S.	\$ 3,348.00	\$ 3,348.00	1.00	\$ 3,348.00	\$ 3,348.00
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Contract City Inspector Overtime Credit

1	May 25, 2010	5:00PM - 6:00PM	\$ (1.00)	\$ 99.00	\$ (99.00)		\$ (99.00)	
2	May 27, 2010	5:00PM - 6:00PM	\$ (1.00)	\$ 99.00	\$ (99.00)		\$ (99.00)	
3	May 28, 2010	5:00PM - 6:00PM	\$ (1.00)	\$ 99.00	\$ (99.00)		\$ (99.00)	
4	June 11, 2010	5:00PM - 6:00PM	\$ (1.00)	\$ 99.00	\$ (99.00)		\$ (99.00)	
5	June 14, 2010	5:00PM - 6:00PM	\$ (1.00)	\$ 99.00	\$ (99.00)		\$ (99.00)	
6	June 25, 2010	5:00PM - 7:00PM	\$ (2.00)	\$ 99.00	\$ (198.00)		\$ (198.00)	
7	June 28, 2010	5:00PM - 6:00PM	\$ (1.00)	\$ 99.00	\$ (99.00)		\$ (99.00)	
8	June 29, 2010	5:00PM - 6:30PM	\$ (1.50)	\$ 99.00	\$ (148.50)		\$ (148.50)	
9	July 6, 2010	5:00PM - 7:30PM	\$ (2.50)	\$ 99.00	\$ (247.50)		\$ (247.50)	
10	July 8, 2010	5:00PM - 8:30PM	\$ (3.50)	\$ 99.00	\$ (346.50)		\$ (346.50)	
Bacteria Retesting Credit							\$ (1,534.50)	

Bacteria Retesting Credit

1	2nd Bacteria Test - Cedarvale Line B (Driven to Lab)	6/10/2010	\$ 246.00				\$ (246.00)	
2	2nd Bacteria Test - Elkhurst (Driven to Lab)	7/1/2010	\$ 167.93				\$ (167.93)	
3	3rd Bacteria Test - Elkhurst (Normal Sample Day)	7/7/2010	\$ 72.25				\$ (72.25)	

Call Out (After Work Hours) Credit


1	Elkhurst St Pipeline Water Leak (4 Hr)	6/3/2010	\$ 194.11				\$ (194.11)	
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Total Completed Items to Date: 681,395.55

CONTRACT PAYMENTS

Total Items Completed to Date	\$ 681,395.55
Less Escrow Payment No. 1	\$ 8,340.48
Less Progress Payment No. 1	\$ 75,064.35
Less Escrow Payment No. 2	\$ 14,891.47
Less Progress Payment No. 2	\$ 134,023.16
Less Escrow Payment No. 3	\$ 13,311.90
Less Progress Payment No. 3	\$ 119,807.16
Less Escrow Payment No. 4	\$ 31,228.08
Less Progress Payment No. 4	\$ 281,052.66
Final Escrow Payment	\$ 367.62
Final Payment	\$ 3,308.66

W.O. #: 513-397-W703

APPROVED BY: 

CITY OF SANTA FE SPRINGS

**MINUTES
FOR THE REGULAR MEETINGS OF THE:
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL**

AUGUST 12, 2010

NOTE: THE REPORTS LISTED ON THIS AGENDA ARE ON FILE IN THE CITY CLERK'S OFFICE AND ARE AVAILABLE FOR PUBLIC INSPECTION. QUESTIONS REGARDING THESE REPORTS MAY BE DIRECTED TO THE CITY CLERK.

(In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, (562) 868-0511, Ext. 7314. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.)

1. CALL TO ORDER

Mayor Putnam called the Regular Community Development and City Council Meetings to order at 6:15 p.m.

2. ROLL CALL

Present: Councilmembers González, Rounds, Trujillo, Mayor Pro Tem Serrano, Mayor Putnam

Also present: Fred Latham, City Manager; Vivian De León, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning and Development; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Carole Joseph, Director of Parks and Recreation; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

3. REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

City Manager Fred Latham had nothing to report.

Paul Ashworth, Director of Planning and Development had nothing to report.

4. **CONSENT AGENDA**

MINUTES

- A. Minutes of the Regular Community Development Commission Meeting of July 28, 2010

Recommendation: That the Commission approve the Minutes as submitted.

- B. Commissioner González moved to approve Community Development Commission Agenda items 4A. Commissioner Rounds seconded the motion, which carried unanimously.

CLOSED SESSION

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	13403-13471 Telegraph Road
Negotiating Parties:	Staff and Property Owner
Under Negotiation:	Terms of Agreement

Mayor Putnam deferred Closed Session Item 5 to the end of the meeting.

CITY COUNCIL

6. **CONSENT AGENDA**

A. **MINUTES**

Minutes of the Regular City Council Meeting of July 28, 2010

Recommendation: That the Council approve the Minutes as submitted.

NEW BUSINESS

- B. Adoption of Resolution No. 9280 - Supporting the Expansion of the Los Angeles County Recycling Market Development Zone

Recommendation: That the City Council Adopt Resolution No. 9280 and authorize the City Manager to submit the resolution to the LA County Department of Public Works.

- C. Adopt Resolution No. 9281 - Making a Finding as to the Industrial Disability of Steve Knight

Recommendation: That the City Council approve Resolution No. 9281 making a finding as to the industrial disability of Steve Knight.

- D. Adopt Resolution No. 9282 - Making a Finding as to the Industrial Disability of Daniel Pierro

Recommendation: That the City Council approve Resolution No. 9282 making a finding as to the industrial disability of Daniel Pierro.

- E. Approval of Facility Closures to Accommodate Furlough Hours

Recommendation: That the City Council approve the attached schedule of facility closures for fiscal year 2010-11.

Commissioner González moved to approve Community Development Commission Agenda items 6A, 6B, 6C, 6D and 6E. Commissioner Rounds seconded the motion, which carried unanimously.

NEW BUSINESS

7. Execute Grant Agreement to Accept Funds for Electronic Reporting and Contract with Garrison Enterprises Inc. to Implement a Data Management System That Meets the Electronic Reporting Requirements

Recommendation: That the City Council approve the Fire Chief or his designee, to execute the grant agreement with the California Environmental Protection Agency to implement the requirements of Assembly Bill 2286 Electronic Reporting and enter into an agreement with Garrison Enterprises Inc. to implement a new data management system.

PUBLIC HEARING

8. Resolution No. 9279 – Self Certification of Conformance to Congestion Management Program

Recommendation: That the City Council conduct a public hearing and adopt Resolution No. 9279 certifying that the City is in conformance with the Congestion Management Program.

Mayor Putnam opened up the public hearing at 6:21 pm. No comment cards were received, and there being no one else wishing to speak; Mayor Putnam closed the Public Hearing at 6:22 pm.

Councilmember Rounds moved to approve Item 8 as recommended. Councilmember González seconded the motion which carried unanimously.

NEW BUSINESS

9. Renewal of Contract with Graffiti Tracker, Inc. for Graffiti Analysis Services

Recommendation: That the City Council approve the renewal of contract with

Graffiti Tracker, Inc. to provide graffiti analysis services and, in doing so, authorize the Mayor to execute the agreement document.

10. Authorize the Purchase of an Industrial Washer-Extractor and Natural Gas Dryer from Bestway Laundry Solutions

Recommendation: That the City Council: 1) Authorize the Director of Purchasing to execute a purchase order to procure an industrial washer-extractor and dryer from Bestway Laundry Solutions the (sole factory-authorized Unimac-Alliance Laundry Systems distributor for Southern California); and 2) Authorize the transfer of \$12,690.55 in General Fund monies from the Fire Station #2 CIP project to the City's non-recurring purchases activity for the purchase of the equipment.

11. Authorize the Purchase of Portable Radios from Motorola Inc.

Recommendation: That the City Council: 1) Authorize the Director of Purchasing to purchase Motorola portable radios through a cooperative agreement with the County of Los Angeles (contract No. 43070); and 2) Authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

12. Authorize the Purchase of Self-Contained Breathing Apparatus (SCBA) Components through L.N. Curtis & Sons

Recommendation: That the City Council authorize: 1) The Director of Purchasing to purchase through L.N. Curtis & Sons (a Sole Source distributor for Sperian); and 2) The Director of Purchasing Services to issue a purchase order to process the transaction.

Councilmember González moved to approve the recommendations for Items 7, 9, 10, 11 and 12. Councilmember Trujillo seconded the motion which carried unanimously.

UNFINISHED BUSINESS

13. Amendment of the Intercity Rail Passenger Facility Contract for the Valley View Grade Separation Project

Recommendation: That the City Council take the following actions: 1) Approve an Amendment of the Intercity Rail Passenger Facility Contract to Extend the Contract Termination Date; and 2) Authorize the Director of Public Works to execute the Amendment to the Contract.

Mayor Pro Tem Serrano moved to approve Item 13 as recommended; Councilmember Rounds seconded the motion which carried unanimously.

The Oral Communications portion of the meeting was moved and opened at 6:26

due to the number of Closed Session items and the anticipated length of time the items would take.

Mike Calderon resident, 11525 Davenrich Blvd., Santa Fe Springs, 90670. Mr. Calderon announced that he was here to speak on behalf of the residents of Santa Fe Springs against the UUT surcharge. He indicated that he expected to hear from Councilmember Rounds and Trujillo against the measure, but heard nothing from them. He expressed frustration about the City's claim of financial challenges, yet the fireworks display and First Nigh events were not canceled. As well as the recent concert at Heritage Park. Which Mayor Putnam pointed out was a corporate sponsored event; and not funded by the City. He also wanted to know what this UUT tax was for and was upset that his neighbors were not aware of the Special Meeting, but the business community was well informed. He thanked Councilmember González for opposing the measure.

Virginia Carmelo of 1757 Gardenaire Lane, Anaheim, 92804 came to request a fee waiver for the use of the Kiev at Heritage Park. She indicated that she is aware of the financial challenges the City is facing but would like to make the request again. She is a volunteer at the annual Pow Wow that is held at the park and is hoping to have the fee waived.

Fred indicated to both Mr. Calderon and Ms. Carmelo that staff would be able to meet with both speakers to address their concerns.

Mayor Putnam recessed the City Council Meeting at 6:33 p.m. for closed session Items 14, 15 and 16.

CLOSED SESSION

14. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator:	City Manager
Employee Organizations:	Santa Fe Springs Firemen's Association Santa Fe Springs Employees' Association

15. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	10747 Longworth Avenue, Santa Fe Springs
Negotiating Parties:	Staff and Property Owner
Under Negotiation:	Provide direction to Real Property Negotiator

CLOSED SESSION

16. Public Employment (Section 54957)

Title:	City Manager
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At 7:05 p.m., Mayor Putnam reconvened the meetings.

17. **INVOCATION** Councilmember Trujillo gave the invocation.

18. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was led by the Vice Chair of the Youth Leadership Committee.

INTRODUCTIONS

19. The Mayor introduced Kathie Fink, CEO representing for the SFS Chamber of Commerce.
20. The vice-chair from the Youth Leadership Committee introduced herself to Council.

21. **ANNOUNCEMENTS**

PRESENTATIONS

To Ted Spaseff Upon His Retirement

22. Mayor Putnam called Don Jensen, Director of Public Works to thank Ted Spaseff upon his retirement and his five years of service with the City.

Santa Fe Springs Library Renovation

23. Mayor Pro Tem Serrano commented that although Ted was employed here for a brief period of time it "feels like you've known him for years". Pictures with Council followed.

Santa Fe Springs Library Renovation

24. Mayor Putnam called on Hilary Keith, Director of Library & Cultural Services – for PowerPoint presentation outlining the grand re-opening of the library on July 31, 2010.

25. Recognition of the Santa Fe Springs Fastpitch Teams that finished as Northern District Champions and Qualified for State Games

Mayor Putnam called on Kasmira Tarango from the Santa Fe Springs Baseball and Softball Association to assist with presenting the 10 and under and the 14 and under teams with certificates. Pictures with council followed.

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

Mayor Putnam appointed Gabriela Rodriguez and Destiny Cardona to the Youth Leadership Committee.

27. **ORAL COMMUNICATIONS**

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

Mayor Putnam opened Oral Communications at 7:05 p.m.

Carl Kemp – from Carl Kemp & Associates is offering assistance and impartial advice to help the City implement a Medical Marijuana Ordinance.

Gilbert Aguirre – 11420 Clarkman Avenue, Santa Fe Springs; expressed opposition to opening four more Medical Marijuana Dispensaries in the City and referenced a recent newspaper article about a shooting in a dispensary in the City. He would like to have this issued “put to a vote” for the residents to decide, and would prefer to have a “gentleman’s club” over a dispensary.

Having no one come forward, Mayor Putnam closed Oral Communications at 7:43.

28. EXECUTIVE TEAM REPORTS

Mayor Putnam urged council and the audience to attend the Santa Fe Springs community playhouse featuring “Joseph and the Amazing Technicolor Dreamcoat” this weekend.

There were no additional announcements.

RECESS

Mayor Putnam at 7:58 p.m. recessed the meeting to go into Closed Session.

RECONVENE

At 8:40 p.m., the City Council returned from Closed Session, with all members present. Mayor Pro Tem Serrano moved to appoint Thaddeus McCormack to the position of City Manager, effective February 1, 2011, and to direct the ad-hoc committee and the City Attorney to bring a written employment agreement to the City Council for consideration at the August 26 City Council meeting. Councilmember Trujillo seconded the motion. The motion carried unanimously.

The meeting adjourned at 8:42 p.m.

Betty Putnam
Mayor

ATTEST:

Vivian De León, Deputy City Clerk

CITY OF SANTA FE SPRINGS
MINUTES
FOR THE REGULAR MEETINGS OF THE:
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

SEPTEMBER 9, 2010

NOTE: THE REPORTS LISTED ON THIS AGENDA ARE ON FILE IN THE CITY CLERK'S OFFICE AND ARE AVAILABLE FOR PUBLIC INSPECTION. QUESTIONS REGARDING THESE REPORTS MAY BE DIRECTED TO THE CITY CLERK.

(In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, (562) 868-0511, Ext. 7314. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.)

1. CALL TO ORDER

Mayor Putnam called the Regular Community Development and City Council Meetings to order at 6:00 p.m.

2. ROLL CALL

Present: Councilmembers González, Rounds, Trujillo, Mayor Pro Tem Serrano, Mayor Putnam

Also present: Fred Latham, City Manager; Anita Jimenez, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning and Development; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Hilary Keith, Director of Library & Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

COMMUNITY DEVELOPMENT COMMISSION

3. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

City Manager Fred Latham had nothing to report.

Paul Ashworth, Director of Planning and Development had nothing to report.

NEW BUSINESS

4. Request for an Appropriation of \$9,955.86 to Fund the City's Share for the Preparation of the Gateway Cities Sustainable Communities Strategy Required under SB 375

Recommendation:

That the Community Development Commission appropriate \$9,955.86 from the Housing Setaside Fund (Fund 482) for the purpose of funding the City's share for the preparation of the Gateway Cities Sustainable Communities Strategy required under SB 375.

Mayor Pro Tem Serrano moved to approve Item 4 as recommended. Councilmember Rounds seconded the motion which carried unanimously.

5. Appropriation of Funds from the Community Development Commission Fund for Repairs to the Sculpture Garden Security System and Authorization to Enter into a Contract with Netversant Solutions LP

Recommendation: That the Community Development Commission: 1) Approve the appropriation of funds from the Community Development Commission Fund, in the amount of \$11,000 to repair the Sculpture Garden Security System; and, 2) Award a contract to NetVersant Solutions LP and authorize the Director of Police Services to execute the contract for repairs to the Sculpture Garden Security System.

Mayor Pro Tem Serrano moved to approve Item 5 as recommended. Councilmember González seconded the motion which carried unanimously.

CLOSED SESSION

6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	13403-13471 Telegraph Road
Negotiating Parties:	Staff and Property Owner
Under Negotiation:	Terms of Agreement

Staff determined that this item was not necessary at this time. No Closed Session was held.

CITY COUNCIL

7. **ORDINANCE FOR INTRODUCTION**

Ordinance No. 1012 – Adding Chapter 126 to Title XI of the Santa Fe Springs Municipal Code Relating to the Establishment and Operation of Medical Marijuana Collectives for Non-Profit Use

Recommendation: That the City Council: 1) Find and determine that the proposed Ordinance is not subject to the California Environmental Quality Act (CEQA), per CEQA Guidelines sections 15060 (c) (2). Since the proposed Ordinance merely establishes regulations for medical marijuana collectives, it will not result in a direct or reasonably foreseeable indirect physical change in the environment; and, 2) Pass

the first reading of Ordinance No. 1012, an Ordinance permitting the establishment and operation of Medical Marijuana Collectives for Non-Profit use.

Richard Brizendine, 5826 E. Naples Plaza, Long Beach, CA, addressed the Council regarding the strict limitations relating to Item 7.

City Attorney Steve Skolnik stated that all the items addressed by Mr. Brizendine had already been taken into consideration. Mr. Latham stated options available to Council including requesting further study on the Item or reading the Ordinance by title and continuing Council action.

Mayor Pro Tem Serrano stated that for safety reasons, it was the intention of the sub-committee to make the requirements very stringent and the permitting process highly regulated. Mayor Pro Tem Serrano thanked Mr. Brizendine for his comments.

Victor Nuñez, 14721 Riverton Drive, Whittier, CA, addressed the Council regarding the fairness of the permitting process in regards to those dispensaries currently operating illegally.

Management Assistant Phillip DeRousse described the permitting process as having no preference or bias for or against any dispensary currently operating illegally.

City Attorney Steve Skolnik read the ordinance by title.

Mayor Pro Tem Serrano moved to approve the recommendation. Councilmember Trujillo seconded the motion, which failed by the following roll call vote:

AYES: Mayor Pro Tem Serrano, Councilmember Trujillo
NOES: Councilmembers González and Rounds, Mayor Putnam
ABSENT:
ABTAIN:

Councilmember Rounds thanked Mayor Pro Tem Serrano and Councilmember Trujillo for their work on this subject and stated that he also agreed that these types of businesses need to be highly regulated. Councilmember Rounds requested, in light of recent criminal activity that has occurred, that staff work with the City Attorney to bring to Council an Ordinance that would ban medical marijuana collectives in Santa Fe Springs.

8. **ORDINANCE FOR PASSAGE**

Ordinance 1017- Amending Certain Sections of the City Code Relating to
Fireworks Regulations

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1017.

The City Attorney read Ordinance No. 1017 by title. Councilmember González moved the approval of Items 8-10. Councilmember Rounds seconded the motion which carried by the following roll call vote:

AYES: Councilmembers González, Trujillo, and Rounds, Mayor Pro Tem Serrano, Mayor Putnam

NOES:

ABSENT:

ABTAIN:

9. **AWARD OF CONTRACT**

Pumice Street, Spring Avenue, and Freeway Drive Street Improvements

Recommendation: That the City Council: 1) Accept the bids for the Pumice Street, Spring Avenue, and Freeway Drive Street Improvements (Project 200A); and, 2) Award a contract to Universal Asphalt Co., Inc. of Santa Fe Springs, California, in the amount of \$463,636.06.

10. **APPROPRIATION OF FUNDS**

City Hall Sewage Pump System Repair

Recommendation: That the City Council appropriate \$8,000 from the General Fund for repairs to the sewage pump system at City Hall.

11. **COUNCILMEMBER REQUESTED ITEM**

Adoption of Policy Relating to Dedication of Benches at the Library Reading Garden

Recommendation: That the City Council Adopt the Policy as outlined in the body of this report.

Mayor Pro Tem Serrano stated that he feels the proposed policy limits who is eligible to be considered. Councilmember Rounds stated that he felt those eligible should be residents and business residents only.

Councilmember Rounds moved the approval of Item 11 including the dedication of trees. Councilmember Trujillo seconded the motion which failed by the following roll call vote:

AYES: Councilmembers Rounds and Trujillo

NOES: Councilmember González, Mayor Pro Tem Serrano, and Mayor Putnam

ABSENT:

ABTAIN:

NEW BUSINESS

12. Resolution No. 9283 - Request for Parking Restrictions on Tabor Place

Recommendation: That the City Council adopt Resolution No. 9283, which would prohibit parking of vehicles weighing over 6,000 pounds on both sides of Tabor Place cul-de-sac north of McCann Drive and implement a tow-away zone for vehicles that violate the restriction.

Mayor Pro Tem Serrano moved the approval of Items 12-14. Councilmember González seconded the motion which carried by the following roll call vote:

AYES: Councilmembers González, Trujillo, and Rounds, Mayor Pro Tem Serrano, Mayor Putnam

NOES:

ABSENT:

ABTAIN:

13. Appropriation of Funds from the City's Art in Public Places Fund for Repairs to the Sculpture Garden Security System and Authorization to Enter into a Contract with Netversant Solutions LP

Recommendation: That the City Council: 1) Approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, in the amount of \$11,000 to repair the Sculpture Garden Security System, and; 2) Award a contract to NetVersant Solutions LP and authorize the Director of Police Services execute the contract for repairs to the Sculpture Garden Security Systems.

14. Authorization to Fill Firefighter Vacancies

Recommendation: That the City Council approve Staff's recommendation to fill four (4) of eight (8) Firefighter vacancies.

Mayor Putnam recessed the meeting at 6:45 p.m.

At 7:15 p.m., Mayor Putnam reconvened the meeting.

15. **INVOCATION**

Mayor Pro Tem Serrano gave the invocation.

16. **PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Serrano led the Pledge of Allegiance.

INTRODUCTIONS

17. Mayor Putnam introduced Sylvia Southerland representing the SFS Chamber of Commerce.

18. There were no members from the Youth Leadership Committee present.

19. **ANNOUNCEMENTS**

City Manager Fred Latham announced that Councilmember Rounds would celebrate his 60th birthday on September 16. The audience sang *Happy Birthday* to Councilmember Rounds.

Hilary Keith, Director of Library & Cultural Services, updated the Community Calendar.

PRESENTATIONS

20. Presentation to Milestone Event Celebrants

Mayor Putnam called on Assistant City Manager Thaddeus McCormack. Mr. McCormack introduced the Milestone recipients. Mayor Putnam, on behalf of the City Council, presented plaques to:

Rex and Mary Sorenson, commemorating their 60th Wedding Anniversary;
Emilia Covarrubias, commemorating her 91st Birthday; and
Isaura Figueroa, commemorating her 101st Birthday.

21. Richard Rosenberg, Ph.D., the 2010 Whittier Union High School District Teacher of the Year

Mayor Putnam called on Assistant City Manager Thaddeus McCormack. Mr. McCormack introduced Superintendent Sandy Thorstenson who in turn introduced Dr. Richard Rosenberg, Ph.D. Mayor Putnam presented Dr. Rosenberg with a crystal apple in recognition of his accomplishments.

22. Recognition of the City Employees' Team Championship Title for the SCMAF Southeast 2010 Dan Ablott Memorial Co-ed Softball Tournament

Mayor Putnam called on Carole Joseph, Director of Parks & Recreation Services. Ms. Joseph introduced the players from the championship team. Mayor Putnam presented certificates to the players.

City Manager Fred Latham introduced special guest Congresswoman Grace Napolitano who shared photographs of the Congressional Softball Team.

PROCLAMATIONS

23. Proclamation Declaring September 10, 2010, as the City of Santa Fe Springs 2010 Fiestas Patrias Cultural Celebration

Mayor Putnam called on Family & Human Services Supervisor Eddie Ramirez to make the presentation. Mr. Ramirez described some of the festivities planned for the 43rd Annual Fiestas Patrias celebration. Mayor Putnam read the proclamation and presented it to members of the Family & Human Services Advisory Committee.

24. Proclamation Declaring September as National Emergency Preparedness Month

Mayor Putnam called on Management Assistant Wayne Bergeron to make the presentations. Mr. Bergeron stressed the City's commitment to Emergency Preparedness with the assistance of residential and business support. Mayor Putnam read the proclamations and presented one to Sylvia Southerland of Southern California Edison and one to community resident Gloria Duran.

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

No appointments were made.

26. **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.

Mayor Putnam opened Oral Communications at 8:20 p.m. Mayor Putnam announced that the City had received a plaque from the Norwalk/SFS Saints Football League expressing their appreciation of the City's support.

27. **EXECUTIVE TEAM REPORTS**

There were no additional reports.

The meeting was adjourned in memory of Marvin Putnam, longtime City resident and husband of Mayor Putnam at 8:22 p.m.

Betty Putnam
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk



City of Santa Fe Springs

Community Development Commission Meeting

September 23, 2010

NEW BUSINESS

Resolution No. 251-2010 – Request for Certain Funding Advances to the Community Development Commission from the City's General Fund for Purposes of the Consolidated Redevelopment Project

RECOMMENDATION:

That the Community Development Commission adopt Resolution No. 251-2010 requesting certain funding advances from the City's General Fund and authorizing the Chairperson to execute two promissory notes in the amount of \$5,152,000 and \$3,494,000.

BACKGROUND

As it does every year, the Consolidated Redevelopment Project requires an advance of funds from the City of Santa Fe Springs Redevelopment Revolving Fund to finance administrative, operational and capital costs. This year the necessary advance amount is \$5,152,000. Additionally, it is necessary to carry-over \$3,494,000 of an original \$6,600,000 advance for land assembly purposes. Both advances will accrue interest, as allowed by State law. The Consolidated Project also has \$1,000,000 due to the CDC's own Housing Set-Aside fund as a result of an internal loan made to fund a State "ERAF takeway" from redevelopment agencies several years back.

FISCAL IMPACT

At this time the Consolidated Redevelopment Project Debt Service Fund has sufficient resources to repay \$5,152,000 plus accrued interest payable on the outstanding advances. Additional debt service monies are being held to meet other upcoming debt obligations. Given the interest rate accrual and the level of the City's Redevelopment Revolving Fund, these timing considerations are acceptable to the City.

Paul R. Ashworth
Executive Director


Frederick W. Latham
City Manager

Attachments:

Resolution No. 251-2010
Promissory Notes

RESOLUTION NO. 251-2010

A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REQUESTING ADVANCES FROM THE CITY OF SANTA FE SPRINGS FOR THE PURPOSES OF THE CONSOLIDATED REDEVELOPMENT PROJECT

WHEREAS, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Consolidated Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

WHEREAS, the Commission has incurred and will continue to incur obligations for such purpose; and

WHEREAS, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et.seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

NOW, THEREFORE, the Commission Board of the Community Development Commission of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

Section 1. Pursuant to the provisions of said Section 33600, et.seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs advances in the amount of \$5,152,000 and \$3,494,000 as of September 23, 2010.

Section 2. The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33600, et.seq., of the Health and Safety Code.

Section 3. Such loans shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2011.
- (c) Payable from accumulated tax increment funds in excess of those pledged for payment of Commission bonded indebtedness, or from any other funds available to the Commission from which such payment may legally be made.

Section 4. The Chairperson and Secretary of the Commission are hereby authorized and directed to execute, on behalf of the Commission, a promissory note to the City of Santa Fe Springs in accordance with the provision of Section 3 hereof.

PASSED AND ADOPTED this 23rd day of September 2010

Chairperson

ATTEST:

Secretary

PROMISSORY NOTE - \$5,152,000 (New Advance)

SANTA FE SPRINGS, CALIFORNIA

September 23, 2010

On or before September 30, 2011, for value received, the undersigned Commission promises to pay to the City of Santa Fe Springs, on order at Santa Fe Springs, California the sum of Five Million One Hundred Fifty Two Thousand (\$5,152,000) with interest thereon from the executed date herein, at the rate of twelve percent per annum, interest payable at maturity with principal. Repayment of this advance is and shall be subordinate to the payment of debt service on the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A; the Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A and Series B; Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2002 Series A; and the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2001 Series A.

REFERENCE: The Consolidated Redevelopment Project

Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest is payable in lawful money of the United States. If action be instituted on this note, the undersigned Commission promises to pay such sum as the Court may fix as attorney's fees.

COMMUNITY DEVELOPMENT COMMISSION OF THE
CITY OF SANTA FE SPRINGS

By _____
Chairperson

PROMISSORY NOTE - \$3,494,000 (Carryover Advance)

SANTA FE SPRINGS, CALIFORNIA

September 23, 2010

On or before September 30, 2011, for value received, the undersigned Commission promises to pay to the City of Santa Fe Springs, on order at Santa Fe Springs, California the sum of Three Million Four Hundred Ninety Four Thousand (\$3,494,000) with interest thereon from the executed date herein, at the rate of twelve percent per annum, interest payable at maturity with principal. Repayment of this advance is and shall be subordinate to the payment of debt service on the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A; the Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A and Series B; the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2002 Series A; and the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2001 Series A.

REFERENCE: The Consolidated Redevelopment Project

Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest is payable in lawful money of the United States. If action be instituted on this note, the undersigned Commission promises to pay such sum as the Court may fix as attorney's fees.

COMMUNITY DEVELOPMENT COMMISSION OF THE
CITY OF SANTA FE SPRINGS

By _____
Chairperson



City of Santa Fe Springs

Community Development Commission Meeting

September 23, 2010

NEW BUSINESS

Resolution No. 252-2010 – Request for a Funding Advance to the Community Development Commission from the City's General Fund for Purposes of the Washington Boulevard Project

RECOMMENDATION:

That the Community Development Commission adopt Resolution No. 252-2010 requesting a funding advance from the City's General Fund and authorizing the Chairperson to execute the promissory note in the amount of \$200,000.

BACKGROUND

As it periodically does, the Washington Boulevard Redevelopment Project requires an advance of funds in the amount of \$200,000 from the City of Santa Fe Springs Redevelopment Revolving Fund to finance administrative, operational and capital costs. The advance will accrue interest, as allowed by State law. The Community Development Commission Treasurer has prepared the necessary documents.

FISCAL IMPACT

At this time the Washington Boulevard Redevelopment Project Fund has sufficient resources to repay \$200,000 plus accrued interest payable. Given the interest rate and the availability of funds in the City's Redevelopment Revolving Fund, these timing considerations are acceptable to the City.

Paul R. Ashworth
Executive Director


Frederick W. Latham
City Manager

Attachments:

Resolution No. 252-2010
Promissory Note

RESOLUTION NO. 252-2010

A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA REQUESTING AN ADVANCE FROM THE CITY OF SANTA FE SPRINGS FOR THE PURPOSES OF THE WASHINGTON BOULEVARD REDEVELOPMENT PROJECT

WHEREAS, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Washington Boulevard Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

WHEREAS, the Commission has incurred and will continue to incur obligations for such purpose; and

WHEREAS, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et. seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

NOW, THEREFORE, the Commission Board of the Community Development Commission of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

Section 1. Pursuant to the provisions of said Section 33600, et. seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs an advance in the amount of \$200,000 as of September 23, 2010.

Section 2. The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33620, et. seq., of the Health and Safety Code.

Section 3. Such loans shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2011.
- (c) Payable from accumulated property tax increment and sales tax increment in accordance with the "Agreement For Reimbursement of Tax Increment Funds" between the City of Santa Fe Springs, the Redevelopment Agency of the City of Santa Fe Springs and the County of Los Angeles, signed by the City and Agency on April 23, 1987.

Section 4. The Chairperson and Secretary of the Commission are hereby authorized and directed to execute, on behalf of the Commission, a promissory note to the City of Santa Fe Springs in accordance with the provision of Section 3 hereof.

PASSED AND ADOPTED this 23rd day of September 2010.

Chairperson

ATTEST:

Secretary

PROMISSORY NOTE - \$200,000 (New Advance)

SANTA FE SPRINGS, CALIFORNIA

September 23, 2010

On or before September 30, 2011, for value received, the undersigned Commission promises to pay to the City of Santa Fe Springs, on order at Santa Fe Springs, California the sum of Two Hundred Thousand (\$200,000) with interest thereon from the executed date herein, at the rate of twelve percent per annum, interest payable at maturity with principal.

REFERENCE: The Washington Boulevard Redevelopment Project

Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest is payable in lawful money of the United States. If action be instituted on this note, the undersigned Commission promises to pay such sum as the Court may fix as attorney's fees.

COMMUNITY DEVELOPMENT COMMISSION OF THE
CITY OF SANTA FE SPRINGS

By _____
Chairperson

**APPROVAL OF MINUTES
REFER TO ITEM 6A**

**CITY OF SANTA FE SPRINGS
MINUTES
FOR THE ADJOURNED MEETING OF THE
CITY COUNCIL**

SEPTEMBER 7, 2010

1. CALL TO ORDER

Mayor Putnam called the City Council meeting to order at 6:15 p.m.

2. ROLL CALL

Present: Councilmembers Gonzalez, Rounds, Trujillo,
Mayor Pro Tem Serrano, Mayor Putnam

Also present: Fred Latham, City Manager; Thaddeus McCormack, Assistant City Manager; Jose Gomez, Director of Finance & Administrative Services; Andrea Cutler, Human Resources Manager; and, Steve Skolnik, City Attorney

3. ORAL COMMUNICATIONS

Mayor Putnam opened Oral Communications and invited interested parties to come forward to address the Council.

There being no one wishing to speak, Mayor Putnam closed Oral Communications.

4. CLOSED SESSION

Mayor Putnam recessed the meeting at 6:30 p.m. to go into Closed Session.

LABOR NEGOTIATIONS

Agency Negotiator:

City Council

Employee Organizations:

Management Team Members

RECONVENE/ADJOURNMENT

Mayor Putnam, at 8:05 p.m., reconvened the City Council Meeting, with everyone present, and immediately adjourned.

Betty Putnam
Mayor

ATTEST:

Anita Jimenez
Deputy City Clerk

**APPROVAL OF MINUTES
REFER TO ITEM 6B**



City of Santa Fe Springs

City Council Meeting

September 23, 2010

CONFERENCE AND MEETING REPORT

Councilmember Trujillo's Attendance at League of California Cities
Annual Conference & Expo in San Diego, California

RECOMMENDATION

That the City Council receive and file the report.

I attended the Annual League of California Cities Annual Conference & Expo, from September 15 – 17, 2010. The Seminar was held at the Convention Center in San Diego. I participated in the various sessions offered.

A handwritten signature in black ink, appearing to read "Juanita Trujillo", is positioned above the printed name.

Juanita Trujillo
Councilmember

Attachment

None

Submitted By:

Vivian De Leon
Deputy City Clerk

Date of Report: September 15, 2010



City of Santa Fe Springs

City Council Meeting

September 23, 2010

NEW BUSINESS

RESOLUTION NO. 9284 – Updating List of Designated Employees Required to File Conflict of Interest Forms

RECOMMENDATION

That the City Council adopt Resolution No. 9284 updating the list of designated employees required to file Conflict of Interest forms.

BACKGROUND

The Fair Political Practices Commission requires that certain designated employees file Conflict of Interest forms on an annual basis. Due to various changes in the work force which occurred during the past few months, it is necessary to update the list of designated employees by adoption of Resolution No. 9284.

The following changes have been made to the City's designation list:

- The position of Deputy City Clerk was created;
- The position of Assistant to the City Manager was reclassified to Assistant City Manager;
- The position of Accounting Manager was reclassified to Assistant Director of Finance and Administrative Services;
- The position of Deputy Director of Environmental Protection Services was created;
- The position of Assistant Director of Planning/Community Development was eliminated;
- The position of Assistant to the Director of Police Services was reclassified to Assistant Director of Police Services;
- The position of Director of Maintenance/Utility Operations was eliminated;
- The position of Municipal Services Manager was created;
- The position of Utility Services Manager was created.


Frederick W. Latham
City Manager

Attachment(s)
Resolution No. 9284

RESOLUTION NO. 9284

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS WITH RESPECT
TO THE CONFLICT OF INTEREST CODE FOR THE CITY AND
SUPERSEDING RESOLUTIONS NOS. 4789, 4863, 5054, 5128, 5211, 5304, 5435, 5541,
5769, 5853, 6156, 6167, 6315, 6366, 6564, 6823, 7021, 9035, 9123**

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

Section 1. The Political Reform Act, Government code Sections 82000, et. Seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a Resolution, 2 Cal. Adm. Code Section 18730, which contains the terms of standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political practices commission after public notice and hearings. Therefore, the terms of 2 Cal. Adm. Code Section 18730 and any amendments to it duly adopted by the Fair Political practices commission are hereby incorporated by reference and, along with the attached appendix in which officials and employees are designated and disclosure categories are set forth, constitute the conflict of Interest Code of the City of Santa Fe Springs.

Section 2. This resolution supersedes Resolutions Nos. 4789, 4863, 5054, 5128, 5211, 5304, 5435, 5541, 5769, 5853, 6156, 6167, 6315, 6366, 6564, 6823, 7021, 9035, and 9123, which were adopted or approved for application in the City.

PASSED and ADOPTED this 23rd day of September, 2010.

Mayor

Attest:

Deputy City Clerk

APPENDIX

<u>Title</u>	<u>Name</u>	<u>Disclosure Categories</u>
<u>ADMINISTRATION</u>		
City Clerk	Vacant	A-1,A-2,B,C,E,F inclusive
Deputy City Clerk	Vacant	A-1,A-2,B,C,E,F inclusive
Assistant City Manager	Thaddeus McCormack	A-1,A-2,B,C,E,F inclusive
Human Resources Manager	Andrea Cutler	A-1,A-2,B,C,E,F inclusive
Dir. of Family/Youth Intervention Services	Anthony Lopez	A-1,A-2,B,C,E,F inclusive

DEPARTMENT OF COMMUNITY SERVICES

Dir. of Comm. Services	Vacant	A-1,A-2,B,C,E,F inclusive
Dir. of Library & Cultural Services	Hilary Keith	A-1,A-2,B,C,E,F inclusive
Dir. of Recreation Services	Carole Joseph	A-1,A-2,B,C,E,F inclusive
Dir. of Family & Human Services	Maricela Balderas	A-1,A-2,B,C,E,F inclusive

DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES

Dir. of Finance & Admin Services	Jose Gomez	A-1,A-2,B,C,E,F inclusive
Asst. Dir. of Finance & Admin Services	Vacant	A-1,A-2,B,C,E,F inclusive
Deputy Purchasing Officer	Paul J. Martinez	A-1,A-2,B,C,E,F inclusive
Dir. of Technology Services	Alex Tong	A-1,A-2,B,C,E,F inclusive

FIRE DEPARTMENT

Fire Chief	Alex C. Rodriguez	A-1,A-2,B,C,E,F inclusive
Division Chief	Mike Crook	A-1,A-2,B,C,E,F inclusive

Division Chief	Stan Klopfenstein	A-1,A-2,B,C,E,F inclusive
Division Chief	Chris Crispo	A-1,A-2,B,C,E,F inclusive
Fire Marshal	William Murphy	A-1,A-2,B,C,E,F inclusive
Dir. of Environmental Protection Services	Vacant	A-1,A-2,B,C,E,F inclusive
Dep. Dir. of Environmental Protection Services	Vacant	A-1,A-2,B,C,E,F inclusive

PLANNING DEPARTMENT

Dir. of Planning/ Community Development	Paul Ashworth	A-1,A-2,B,C,E,F inclusive
Principal Planner	Wayne Morrell	A-1,A-2,B,C,E,F inclusive
Redevelopment Manager	Steve Masura	A-1,A-2,B,C,E,F inclusive

DEPARTMENT OF POLICE/COMMUNITY RELATIONS

Dir. of Police Services	Fernando Tarin	A-1,A-2,B,C,E,F inclusive
Asst. Dir. of Police Services	Dino Torres	A-1,A-2,B,C,E,F inclusive

PUBLIC WORKS DEPARTMENT

Dir. of Public Works	Don Jensen	A-1,A-2,B,C,E,F inclusive
Asst. Dir. of Public Works	Vacant	A-1,A-2,B,C,E,F inclusive
Principal Civil Engineer	Rafael Casillas	A-1,A-2,B,C,E,F inclusive
Principal Civil Engineer	Noe Negrete	A-1,A-2,B,C,E,F inclusive
Municipal Services Manager	Forrest Kammerzell	A-1,A-2,B,C,E,F inclusive
Utility Services Manager	Frank Beach	A-1,A-2,B,C,E,F inclusive

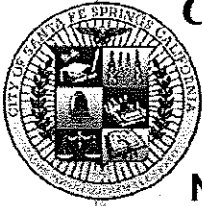
CONSULTANTS

Any Consultants	A-1,A-2,B,C,E,F inclusive
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Rev. 9/10

LISTING OF DISCLOSURE CATEGORIES

- A-1 INVESTMENTS (LESS THAN 10% OWNERSHIP)
- A-2 INVESTMENTS (GREATER THAN 10% OWNERSHIP)
- B INTERESTS IN REAL PROPERTY
- C INCOME & BUSINESS POSITIONS (INCOME OTHER THAN LOANS, GIFTS, AND TRAVEL)
- D INCOME - LOANS
- E INCOME - GIFTS
- F INCOME - TRAVEL PAYMENTS



City of Santa Fe Springs

City Council Meeting

September 23, 2010

NEW BUSINESS

Resolution No. 9285 – A Resolution Authorizing General Fund Advances from the City of Santa Fe Springs to the Community Development Commission (CDC) for Purposes of the Consolidated Redevelopment Project

RECOMMENDATION:

That the City Council adopt Resolution No. 9285 authorizing General Fund advances to the CDC in the amount of \$5,152,000 to fund the administrative, operational and capital needs of the Consolidated Redevelopment Project and carry over \$3,494,000 from an outstanding advance of \$6,600,000 that was loaned for purposes of land assembly in the Consolidated Redevelopment Project.

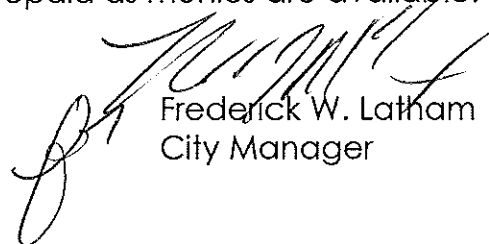
BACKGROUND

Tonight's Community Development Commission meeting agenda includes the annual Resolution, No. 251-2010, requesting and authorizing a new advance of \$5,152,000 and a carry over advance of \$3,494,000 from the City. The new advance (\$5,152,000) will be used to finance administrative, operating and capital costs of the Commission. The carry-over advance (\$3,494,000) is the balance remaining from an original \$6,600,000 advance provided for purposes of land assembly. With these borrowings, total City advances outstanding for purposes of the Consolidated Project will be \$8,646,000. The City's Redevelopment Revolving Fund has been established for purposes of advancing monies to the Community Development Commission.

FISCAL IMPACT

The General Fund has sufficient reserves to maintain the Redevelopment Revolving Fund over the next several years. The Consolidated Redevelopment Project will continue to annually repay the \$5,152,000. Other outstanding advances will be repaid as monies are available.

Attachment:
Resolution No. 9285


Frederick W. Latham
City Manager

RESOLUTION NO. 9285

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AUTHORIZING ADVANCES FROM THE CITY OF SANTA FE SPRINGS FROM THE REDEVELOPMENT REVOLVING FUND FOR THE PURPOSES OF THE CONSOLIDATED REDEVELOPMENT PROJECT

WHEREAS, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Consolidated Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

WHEREAS, the Commission has incurred and will continue to incur obligations for such purpose; and

WHEREAS, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et.seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

Section 1. Pursuant to the provisions of said Section 33600, et.seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs advances in the amount of \$5,152,000 and \$3,494,000 as of September 23, 2010.

Section 2. The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33600, et.seq., of the Health and Safety Code.

Section 3. Such loans shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

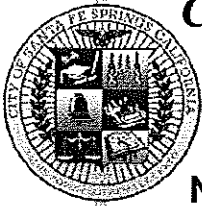
- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2011.
- (c) Payable from accumulated tax increment funds in excess of those pledged for payment of Commission bonded indebtedness, or from any other funds available to the Commission from which such payment may legally be made.

PASSED AND ADOPTED this 23rd day of September 2010.

Mayor

ATTEST:

City Clerk



City of Santa Fe Springs

City Council Meeting

September 23, 2010

NEW BUSINESS

Resolution No. 9286 – A Resolution Authorizing a General Fund Advance from the City of Santa Fe Springs to the Community Development Commission (CDC) for Purposes of the Washington Boulevard Redevelopment Project

RECOMMENDATION:

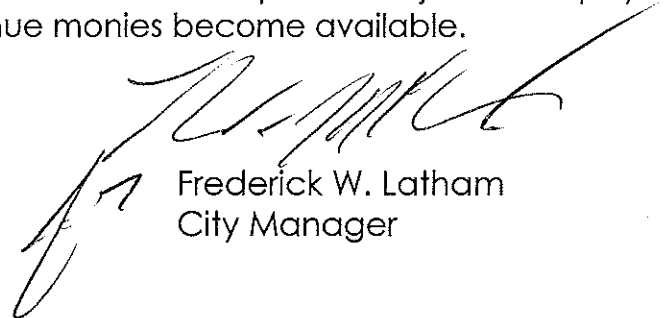
That the City Council adopt Resolution No. 9286 authorizing a General Fund advance to the CDC in the amount of \$200,000 to assist in funding the administrative, operational and capital needs of the Washington Boulevard Redevelopment Project.

BACKGROUND

Tonight's Community Development Commission meeting agenda includes Resolution No. 252-2010 requesting and authorizing an advance of \$200,000 from the City. The new advance (\$200,000) will be used to finance administrative, operating and capital costs of the Commission.

FISCAL IMPACT

The General Fund has sufficient reserves to maintain the Redevelopment Revolving Fund (Consolidated and Washington Boulevard) over the next several years. The Washington Boulevard Redevelopment Project will repay the \$200,000 as tax increment revenue monies become available.



Frederick W. Latham
City Manager

Attachment:

Resolution No. 9286

RESOLUTION NO. 9286

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING AN ADVANCE FROM THE CITY OF SANTA FE SPRINGS FROM THE REDEVELOPMENT REVOLVING FUND FOR THE PURPOSES OF THE WASHINGTON BOULEVARD REDEVELOPMENT PROJECT

WHEREAS, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Washington Boulevard Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

WHEREAS, the Commission has incurred and will continue to incur obligations for such purpose; and

WHEREAS, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et.seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

Section 1. Pursuant to the provisions of said Section 33600, et.seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs an advance in the amount of \$200,000 as of September 23, 2010.

Section 2. The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33600, et.seq., of the Health and Safety Code.

Section 3. Such loan shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

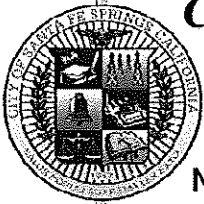
- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2011.
- (c) Payable from accumulated property tax increment and sales tax increment in accordance with the "Agreement For Reimbursement of Tax Increment Funds" between the City of Santa Fe Springs, the Redevelopment Agency of the City of Santa Fe Springs and the County of Los Angeles, signed by the City and Agency on April 23, 1987.

PASSED AND ADOPTED this 23rd day of September 2010.

Mayor

ATTEST:

City Clerk



City of Santa Fe Springs

City Council Meeting

September 23, 2010

NEW BUSINESS

Resolution No. 9287 Endorsing SCAG's "Business Friendly Principles" As Part of Its Southern California Economic Growth Strategy.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 9287 endorsing the four economic growth principles that will become part of SCAG's Southern California Economic Growth Strategy.

BACKGROUND

SCAG is planning a "Southern California Economic Road to Recovery" summit meeting on December 2 that will include the Governor-elect, state leaders, business leaders, and local city representatives. The purpose of the Summit is to share with the Governor-elect and others information about the potential actions that can be taken to remove impediments to economic growth. As a demonstration of unity and support for the principles contained in the Resolution, SCAG is requesting that each of the 190 cities in the region adopt the attached Resolution for presentation at the Summit.

The four principles are:

1. Demonstrate commitment to economic development as a priority;
2. Provide quality municipal services to attract and retain businesses and jobs;
3. Strive to communicate effectively with businesses, be prompt in response;
4. Strive to streamline operations, particularly permits and inspections, and maintain competitive fee structures.

The City Council can be proud that its economic development strategies over the past several years have already implemented these four principles in a variety of different ways, earning the City the distinction as the Most Business Friendly City in LA County in 2009.

Attached is a copy of the Resolution in support of "Business Friendly Principles" as part of SCAG's development of a Southern California Economic Growth Strategy.



Frederick W. Latham
City Manager

Resolution No. 9287
by the City Council of the City of Santa Fe Springs
in Support of "Business Friendly Principles" as part of SCAG's
development of a Southern California Economic Growth Strategy

Whereas, the City of Santa Fe Springs is a member of the Southern California Association of Governments (SCAG) who is engaged in the development of a Southern California Economic Growth Strategy;

Whereas, the City of Santa Fe Springs supports working with SCAG and other key economic stakeholders to improve the Southern California economy;

Whereas, the City of Santa Fe Springs is a business friendly municipality and has numerous practices in place to encourage economic growth within its community;

NOW, Therefore Be It Resolved, by the City Council of the City of Santa Fe Springs:

1. That the City of Santa Fe Springs supports the following "Business Friendly Principles" as part of SCAG's development of a Southern California Economic Growth Strategy:

Principle One - Economic Development as a Priority

The City of Santa Fe Springs strives to demonstrate commitment to economic development as a priority.

Principle Two - Business Partnership

The City of Santa Fe Springs strives to provide quality municipal services to attract and retain businesses and employees.

Principle Three- Business Responsive Processes

The City of Santa Fe Springs strives to communicate effectively with businesses including processes to increase its responsiveness to businesses that are seeking or doing business within its jurisdiction; this commitment includes promptly responding to business inquires and offering an expedited permitting process for all businesses.

Principle Four - Attractiveness to Business Investment

The City of Santa Fe Springs strives to streamline operations for efficient and responsive business assistance in areas of licensing, permitting, inspections and other municipal services and will seek to improve its attractiveness to new and existing businesses within its jurisdiction by maintaining competitive fee schedules.

2. That the City Council direct the City Manager to submit a copy of this Resolution to SCAG in time for SCAG's Regional Economic Summit currently scheduled for December 2, 2010.

Approved and adopted by the City Council of the City of Santa Fe Springs on this 23rd day of September, 2010.

Mayor Betty Putnam

City Clerk



City of Santa Fe Springs

City Council Meeting

September 23, 2010

NEW BUSINESS

Agreement with Arcadia Publishing for Publication of Historical Book, *Images of America: Santa Fe Springs*

RECOMMENDATION

That the City Council approve and execute an agreement with Arcadia Publishing for the publication of the Historical Book, *Images of America: Santa Fe Springs*.

BACKGROUND


The City, through the Historical Committee, has contacted Arcadia Publishing, the leading local history publisher in the United States, about publishing an historical book about the City of Santa Fe Springs. The City would provide the publisher with text and images, which the publisher would then format and publish as a book, which could then be sold by the City, or by the publisher at local book stores. The City's Historical Committee has been working on compiling historical images and drafting a text.

The attached contract with Arcadia Publishing does not obligate the City to pay any money at all to the publisher. It does, however, provide the City with an 8% royalty fee for each book sold. If the City wishes to sell books on its own, for instance at Heritage Park, it could purchase them at \$10 a book. The suggested retail price would be \$22, the profit portion of which would be retained by the City.

Arcadia is best known for its popular *Images of America* series, which chronicles the history of communities from Bangor, Maine, to Manhattan Beach, California. With more than two hundred vintage black-and-white photographs, each title celebrates a town or region, bringing to life the people, places, and events that define the community. Arcadia titles are well known and respected in public libraries and the City of Santa Fe Springs would be a wonderful addition to their collection.

FISCAL IMPACT

Signing the agreement would be cost neutral with an opportunity for revenue through an 8 % royalty fee. In addition, the Historical Committee is recommending that the City purchase 50 books to be sold at the Library and Heritage Park. This would cost \$500, which would be absorbed by the Committee's budget.


Frederick W. Latham
City Manager

Attachment(s)
Copy of Agreement

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-48-10, ET SEQ., AS MODIFIED HEREIN



MEMORANDUM OF AGREEMENT

This Agreement is made this 20th day of May 2010 between the City of Santa Fe Springs with an address of 11710 East Telegraph Road, Santa Fe Springs, CA 90670 (hereinafter called "the Author," which expression shall, where the context admits, include the Author's executors, administrators and assigns, or successors in business as the case may be) and Arcadia Publishing, Inc., with principal offices at 420 Wando Park Boulevard, Mt. Pleasant, South Carolina 29464 (hereinafter called "the Publisher," which expression shall, where the context admits, include the Publisher's executors, administrators and assigns, or successors in business as the case may be).

Now therefor in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows concerning a work original to the Author and provisionally entitled: *Images of America: Santa Fe Springs* (hereinafter called "the Work").

The Author hereby represents and warrants to the Publisher that the Author has full power to enter into this Agreement, and that the Author's Federal Tax Identification number or Social Security number (as applicable) is _____. (The Publisher is required by law to provide the IRS with information relative to royalties paid to the Author, and therefor requires the Author's and/or Agent's Federal Tax Identification number or Social Security number.)

1. **License** In consideration of the payments described in Exhibit A attached hereto and entitled "Royalty and Rights Exhibit," which is hereby incorporated in this Agreement by reference (or, in the case of a royalty and commission free work, in consideration of the service of publication), the Author hereby grants to the Publisher the sole and exclusive right and license to print, reproduce, publish, sell, lease, display, transmit and to further license the Work, and revisions or derivative works, in all forms, including but not limited to, digital or electronic media and any other media not yet known or recognized, in all languages within the United States and in all other countries throughout the world for the full legal term of copyright in the United States and each other applicable jurisdiction, along with the ancillary rights specified in Exhibits A and B. During the term of this Agreement, the Author agrees not to prepare any work, or publish or authorize the publication of any work which may be an expansion or an abridgement of or of a nature similar to the Work, or that is likely to affect prejudicially the sales of the Work or to otherwise adversely affect the value of the rights granted to the Publisher hereunder.

2. **Acceptability of the Work** The Publisher's obligations under this Agreement, including without limitation its obligation to publish the Work and pay royalties, are subject to the Author's delivery of the Work in form and substance satisfactory to the Publisher in its sole reasonable discretion.

If the Work is delivered in a condition unacceptable to the Publisher, the Publisher will provide the Author with a written request outlining the requirements of an acceptable work and give the Author thirty (30) days to respond. If, after receiving such written notice, the Author fails to produce a satisfactory and acceptable final, revised Work, or if the revised Work produced by the Author after receipt of such written notice is nevertheless unacceptable by the Publisher, the Publisher may at its option terminate this Agreement.

3. **The Author's Duties in Creation of the Work** The Work shall be completed in strict accordance with Exhibit C entitled "Specification Exhibit," which is hereby incorporated in this Agreement by reference, and, subject to only those delays resulting from the Publisher's exercise of its rights described in Section 2 above, in strict accordance with Exhibit D entitled "Production Schedule Exhibit," which is hereby incorporated into this Agreement by reference.

The Author shall supply or bear the cost of supplying the Publisher with an index, tables, graphs, bibliography, acknowledgments entry, and other similar material for the Work, if in the opinion of the Publisher such material is desirable.

The Author shall undertake to read, check, and correct proofs of the Work and to return them to the Publisher within seven (7) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the original cost of composition shall be borne by the Author. Should any charge arise under this clause the amount may be deducted from any sum which may become due under this Agreement. If because of the form of this Agreement there are no sums to become due, the Author shall remit the sum due within sixty (60) days of receiving an invoice summarizing the costs.

4. The Publisher's Duties in Publication of the Work The Publisher shall publish the Work at its expense. The Publisher shall use all reasonable efforts to publish the Work (unless prevented by circumstances outside its control) within twelve (12) months of delivery of the complete Work ready for printing in form and substance acceptable to the Publisher.

While proper care will be taken of the Work, the Publisher shall not be responsible for any loss or damage to it while it is in the Publisher's possession or control, or in the course of production or in the course of shipment.

The photographs and illustrations supplied by the Author shall be returned to the Author. However, while reasonable care will be taken of the Work and the photographs and illustrations supplied by the Author, the Publisher shall not be responsible for any loss or damage to the illustrations while they are in the Publisher's possession or control, or in the course of production or in the course of shipment.

The Author agrees that the Publisher shall not be liable for any loss resulting to the Author from a destruction or other loss of any material delivered to the Publisher.

The Publisher undertakes that the name of the Author shall appear in its customary form with due prominence on the title-page, dust-jacket, or cover of every copy of the Work published by the Publisher and shall be in the name of the Author as supplied by the Author with the first year of publication or in such other form as may be required by law from time to time.

The Publisher undertakes that the copyright notice to be printed upon every copy of the Work on the title verso page shall be in the name of the Author as supplied by the Author with the year of first publication or in such other form as may be required by the law from time to time.

5. Control of Publication and Sales The paper, printing, binding, jackets or covers and embellishments, and jacket or cover design; the promotion; the manner and extent of advertisement; the number and distribution of free copies for the Press or otherwise; the reprinting, pricing, and terms of sale of the first and any subsequent edition of the Work issued by the Publisher shall be at the sole discretion of the Publisher, who shall in all respects, except as expressly herein provided, have the entire control of the publication of the Work and ancillary rights.

6. Permission for Use of Incorporated Material The Author acknowledges that, in light of the nature of the Work as a compilation of historic photographs, certain of the material to be incorporated into the Work will be subject to the copyright of others. The Author shall obtain all appropriate assignments or licenses from the copyright owner(s) of the photographs, pictures, diagrams, drawings, maps, and other material to be used in the Work, granting all rights necessary or desirable in connection with creation, publication, and exploitation of the Work, and any revisions, derivative works and portions thereof, and all rights licensed or granted hereunder. The Author agrees to pay all fees for the use of such material. If the Author fails to pay any necessary copyright fees, the Publisher may, at its option, pay said fees, in which case the Author shall promptly reimburse the Publisher, therefore. The Author shall provide evidence of written permission to use any copyrighted material not original to the Author promptly upon the Publisher's request.

7. Representations; Covenants; Indemnification The Author represents, warrants, covenants, and agrees as follows:

A. Except with respect to copyrighted material described in Section 6 hereof which the Author shall have obtained proper rights to use and to license to Publisher, the Author is and shall be the sole owner of the Work and all rights herein licensed to the Publisher; the Work is and will be original to the Author and has not previously been published in any form.

B. The Work shall in no way whatsoever violate or infringe any existing copyright or license or other proprietary right.

C. The Work shall contain nothing obscene, libelous, or defamatory, or otherwise contrary to law and all statements contained therein purporting to be facts shall be true.

The Author shall indemnify and hold harmless the Publisher, its officers, directors, employees, and agents from and against all actions, suits, proceedings, claims, demands, damages, losses, and expenses (including any attorneys' fees incurred and any amounts paid by the Publisher on the advice of its attorneys to compromise or settle any claim) caused by, resulting from, arising out of, or occurring in connection with any misrepresentation by the Author of, or breach by the Author of this Agreement or any of its provisions. The Publisher reserves the right to alter the Work in such a way as may appear to the Publisher appropriate for the purpose of removing any material which in the Publisher's opinion may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's indemnification obligations hereunder. The representations, warranties, covenants, and indemnities contained in this Section 7 shall survive expiration or termination of this Agreement.

8. Royalties; Accounting The Publisher shall pay the royalties described in Exhibit A hereto with respect to the Work. The Publisher shall render semi-annual accounts of the sales of the Work and ancillary rights to the Author for the six (6) month periods ending the 31st of December and the 30th of June of each year following publication of the Work. The accounts of sales of the Work together with any sums that may become due shall be delivered to the Author and settled within three (3) months of the end of the immediately preceding accounting period, provided however that no account need be submitted, unless specifically demanded, nor payment made, in respect of any period in which the sum due is less than thirty dollars (\$30.00), in which case the amount will be carried forward to the next accounting date. Should the Author be thirty (30) days or more in arrears of payment for books purchased from the Publisher, the Publisher may, at its discretion, deduct said payments from royalties due to the Author.

The Author or the Author's authorized representative shall have the right upon written request to examine the records of account of the Publisher in so far as they relate to the sales and receipts in respect of the Work, which examination shall be at the cost of the Author unless errors in excess of five percent (5%) undercalculation of total royalties shall be found, in which case the cost shall be paid by the Publisher.

Any such examination of the account of sales in respect of the Work shall be made under the supervision of the Chief Financial Officer or other designee of the Publisher. Unless the Publisher shall be responsible for the costs of the record examination as provided above, the Author shall promptly pay to the Publisher the expenses related to such supervision, which shall be deemed to be forty-five dollars (\$45.00) for every hour or part of an hour spent by the Publisher's designee in supervision of such an examination.

As a provision against sales of the Work during the first accounting period which may be returned to the Publisher for full credit during subsequent accounting periods, the Publisher shall be entitled to make a reserve against royalties for the first six month accounting period of the Work of a sum not exceeding thirty-five percent (35%) of the royalties deemed to be payable. Any such retention of royalties will be paid with interest at the prevailing bank rate for saving accounts at the Bank of America at the payment date of the second accounting period.

9. Complimentary Copies of the Work; Purchases of the Work by the Author The Publisher shall send to the Author on publication five (5) complimentary copies of the Work. The Author shall have the right to purchase further copies according to our current trade terms. Under the terms described in Exhibit A, with respect to the Work, the Publisher shall make to the Author payments in respect of all copies of the Work sold, with the general proviso that no royalties shall be paid on: a) copies sold to any party at cost or less; b) copies presented to the Author; c) copies presented in the interests of the sale of the Work or publicity for the Work; d) copies lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; e) copies lost in the course of shipment; f) copies returned by retailers damaged or otherwise unsaleable; g) copies sold and later returned to the Publisher.

The Author shall have the right to purchase copies on the understanding that any copies sold by the Author will be at the full retail price (unless specifically agreed otherwise by the Publisher in writing) and shall not be discounted to the disadvantage of the Publisher. Copies of the Work shall not be resold by the Author to retail bookstores, pharmacies, grocery stores, gift stores, wholesale book distributors, book clubs, or libraries (unless specifically agreed otherwise by the Publisher in writing).

10. Remainder Sales If, at any time after a period of one year from the date of first publication, the Work shall in the opinion of the Publisher have ceased to have a remunerative sale, the Publisher shall be at liberty to dispose of any copies remaining on hand as a remainder or overstock. The Author shall be given a right of first refusal on any such disposal at the same price offered by the remainder or overstock dealer. The Author shall have a period of fourteen (14) days after receipt of notification from the Publisher to accept the offer and advise the Publisher in writing of the number of copies the Author will purchase, failing which the Publisher shall be entitled to dispose of all remaining copies of the Work.

11. Appointment of Agent The Author may authorize and empower an Agent to collect and receive all sums of money payable to the Author under the terms of this Agreement by notification to the Publisher in writing. The Author declares that the Agent's receipt to the Publisher or the Agent's acceptance of any sums of money paid by the Publisher shall be a good and valid discharge to all persons paying such monies to the Agent. The Agent shall be empowered to act in all matters arising out of this Agreement until cancellation of such authorization is received by the Publisher in writing.

12. Registration and Trademarking The Publisher may, at its option, register the copyright for the Work in the name of the Author with the United States Copyright Office as well as in countries other than the United States, whether or not such countries are parties to the Universal Copyright Convention. The Author agrees to supply free of charge to the Publisher any authorizations or other documents necessary to carry out these provisions, including all assignments or transfers of copyright for material heretofore copyrighted elsewhere.

The Author acknowledges that the Publisher owns all right, title and interest in the trademark rights in the mark IMAGES OF AMERICA and in the title of the Work (the "Trademarks"). The Author may not use the Trademarks without authorization from the Publisher and shall not object to, attack or contest, or otherwise interfere with the use or registration by the Publisher of the Trademarks and any variations thereof.

13. Copyright Infringement If the Publisher believes that the copyright or any other right in the Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name, if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher, however, shall not be liable to the Author for its failure to take such legal steps. If the Publisher does not bring such action within thirty (30) days after receipt of a written request from the Author to do so, the Author may do so in the name of the Author and at his own cost and expense. Any money damages recovered by either shall be applied first toward the repayment of the Author's and the Publisher's expenses of bringing and maintaining this action, and the balance shall be divided equally between the Author and the Publisher.

14. Updating the Work The Author shall from time to time at the request of the Publisher provide information or materials that the Publisher considers necessary to keep the Work up to date and accurate. Should the Author be unable or fail to keep the Work up to date, the Publisher may employ some other party of the Publisher's choosing to do so and may deduct the expenses thereof from any sums payable to the Author under the terms of this Agreement, and the Author shall be deemed to have waived any and all rights that the Author may otherwise have against the Publisher, any sublicensees and their directors, officers, employees, and agents arising out of or relating to any such updates or modifications.

15. Discontinuance of Publication The Work shall be considered in print if it is on sale under the Publisher's own imprint, or under the imprint of another publisher, or is under contract for publication. If, at any time after four (4) years from the date of publication the Publisher

allows the Work to go out of print or off the market in all editions issued or authorized by the Publisher, and further if within twelve (12) months of having received a written request from the Author to do so the Publishers have not reprinted and placed on the market a new edition or authorized the same, then all licenses granted under this Agreement shall forthwith and without further notice revert to the Author, subject, however, to all rights of the Publisher in respect of any contracts or negotiations entered into by it with any third party prior to the date of such reversion and without prejudice to any rights that have accrued under this Agreement prior to the date of reversion.

16. Default under the Terms of Agreement This Agreement may be terminated by the Publisher in the event of a material default by the Author under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Publisher.

In the event of material default by the Publisher under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Author, along with a notice of the Author's intent to terminate therefor, all licenses granted under this Agreement shall revert to the Author forthwith and without further notice, and neither party shall have any further rights and liabilities under this Agreement, subject however to all rights of the Publisher and third parties under or with respect to any contracts or negotiations properly entered into by the Publisher with any third party prior to the date of such termination, and except that such termination shall be without prejudice to any rights that have accrued under this Agreement prior to the date of termination.

17. Choice of Laws, Jurisdiction, and Arbitration This Agreement is deemed to have been entered into within the State of South Carolina and will be construed and interpreted in accordance with the laws of the State of South Carolina. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, the parties will attempt in good faith to resolve such controversy or claim. If the matter has not been resolved within thirty (30) days of the commencement of such discussions (which period may be extended by mutual agreement), then the parties hereby agree to immediately submit the controversy to binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance the Commercial Arbitration Rules of the American Arbitration Association. If the controversy exceeds fifty thousand dollars (\$50,000), the arbitration shall be conducted by three (3) arbitrators. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The prevailing party in arbitration and/or any appeal of the arbitration award shall be entitled to their reasonable legal fees and costs. The place of arbitration shall be Charleston, South Carolina. In the event of any legal proceedings outside of Arbitration, the parties hereby submit to the jurisdiction of the State or Federal Courts for Charleston, South Carolina.

18. Further Assurances The Author agrees to execute any and all documents reasonably requested by the Publisher from time to time to effect and evidence the agreements contained herein.

19. Entire Agreement; Amendment This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, both oral and written. This Agreement may be amended only in writing executed by the parties hereto.

20. Successors and Assigns This Agreement shall inure to the benefit of and be binding on the heirs, personal representatives, successors, and assigns of the parties hereto. However, the Author's services hereunder are personal to the Publisher and the Author may not assign its rights and obligations under this Agreement without the express written consent of the Publisher.

21. Time Time shall be of the essence hereunder.

22. Reservation of Rights by the Author If the Author intends to specifically exclude certain rights from this Agreement, such rights shall be clearly enumerated. Where the Author does not intend to grant the right to new uses of the Work, the Agreement shall include language to that effect. The absence of such reservation of rights on the part of the Author shall be construed as a grant of rights to the Publisher.

Signed on behalf of the Author

Signed on behalf of the Publisher

_____ day of _____, 20____.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-48-10, ET SEQ., AS MODIFIED HEREIN**

EXHIBIT A
ROYALTY AND RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: *Santa Fe Springs*

The Publisher shall make the following payments to the Author in respect of all copies sold:

1. SALES OF THE WORK

On all copies of the Work sold, whether within or outside the United States, a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher.

2. ANCILLARY RIGHTS

For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to ancillary rights described on Exhibit B hereto, the Author shall be paid a royalty of fifty percent (50%) of the actual net amounts received by the Publisher.

3. DATABASE AND COMPANION RIGHTS

(A) For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to the Electronic Storage, Retrieval, and Digital Media and Companion Products, Merchandise and Commercial Rights described in subsections (B) and (C) below, the Author shall be paid a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher. The following rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

(B) Electronic Storage, Retrieval, and Digital Media Rights (i.e. the right to use, produce or reproduce, distribute, perform, display, transmit or broadcast the Work or any portion thereof in which the Author has secured rights or to license such uses of the Work or any portion thereof in which the Author has secured rights by any and all methods of copying, recording, storage, retrieval, broadcast or transmission of the Work or any portion thereof, alone or in combination with other works, including in any multimedia work or electronic book, Web site or database, by any electronic, electromagnetic or other means now known or hereafter devised including, without limitation, by analog or digital signal, whether in sequential or non-sequential order, on any and all physical media now known or hereafter devised including without limitation, magnetic tape, floppy disks, interactive CD, CD-ROM, laser disk, optical disk, integrated circuit card or chip and any other human or machine readable medium, whether or not permanently affixed in such media, and the broadcast or transmission thereof by any means now known or hereafter devised, but excluding audio recording rights, video recording rights and all uses encompassed in motion picture, television, radio and allied rights).

(C) Companion Products, Merchandise and Commercial Rights (i.e., the right to produce postcards, calendars, notebooks and other printed materials based upon or containing images from the Work or portions of the Work in which such companion, merchandise or commercial rights have been secured by the Author to use such images or portions of the Work).

4. ROYALTIES PAYABLE

Notwithstanding anything contained herein to the contrary, the Publisher shall pay royalties only from the actual net amounts received by the Publisher with respect to sales of the Work or ancillary rights, less a reasonable reserve for returns and less actual returns.

Further, notwithstanding anything contained herein to the contrary, no royalties shall be payable with respect to: a) copies of the Work or any portion thereof sold to any party at cost or less; b) copies of the Work or any portion thereof presented to the Author; c) copies of the Work or any portion thereof distributed to or presented to a third party in the interest of the sale or marketing of the Work; d) copies of the Work or any portion thereof distributed to or presented in the interest of publicity for the Work; e) copies of the work electronically displayed, transmitted, broadcast or distributed for the purpose of promoting sales of the Work; f) copies of the Work or any portion thereof lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; g) copies of the Work or any portion thereof lost in the course of shipment; h) copies of the Work or any portion thereof returned by retailers damaged or otherwise unsaleable; i) copies of the Work or any portion thereof sold and later returned to the Publisher.

Signed on behalf of the Author

Signed on behalf of the Publisher

_____ day of _____, 20____.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-48-10, ET SEQ., AS MODIFIED HEREIN**

EXHIBIT B
ANCILLARY RIGHTS EXHIBIT
to the Memorandum of Agreement for the Work entitled:
Images of America: Santa Fe Springs

The following ancillary rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

- A. Quotation Rights
- B. Anthology Rights
- C. Digest Rights (i.e. the right to publish an abridgement of the Work in a single issue of a journal, periodical or newspaper).
- D. Digest Book Condensation Rights (i.e. the right to publish a shortened form of the Work in volume form).
- E. Mechanical Reproduction Rights (i.e. the right to produce or reproduce the Work or any portion thereof or to license the reproduction of the Work or any portion thereof by film micrography, reprographic reproduction, gramophone records or tapes, cassettes and compact disks, film strip, video cassettes, or by any other means or methods now or hereafter known or invented, except insofar as reproduction is for use as part of or in conjunction with a commercial cinematographic film).
- F. One-Shot Periodical Rights (i.e. the right to publish the complete Work or any extract from it in a single issue of a journal, periodical or newspaper)
- G. Strip Cartoon Book Rights/Picturization Book Rights
- H. Translation Rights
- I. Sound Broadcasting Rights (i.e. readings from the text of the Work).
- J. Television Rights (readings from the text or showing of illustrations or photographs from the Work).
- K. Dramatization and Documentary Rights on stage, film, radio, television or any other medium
- L. First Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning before publication of the Work in volume form).
- M. Second and Subsequent Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper following publication of the Work in volume form).
- N. Merchandise and Commercial Rights. (i.e., the right to create and sell products based upon, containing or using the text, illustrations or photographs from the Work, other than those rights granted as Digital Database and Companion Rights in Exhibit A(3))

Signed on behalf of the Author

Signed on behalf of the Publisher

_____ day of _____, 20____.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-48-10, ET SEQ., AS MODIFIED HEREIN**

**EXHIBIT C
SPECIFICATION EXHIBIT**

to the Memorandum of Agreement for the Work entitled:
Images of America: Santa Fe Springs

The specifications for this Work are as follows:

Trim size: 9.25" x 6.5"

Page extent: 128

Printed cover: Four color, laminated, including a sepia representation of a photograph supplied by the author

The Work shall contain no fewer than 180 images nor more than 240 images, and shall be made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the Work.

The Work shall contain no fewer than 8,000 words nor more than 18,000 words. Should the total word count of the manuscript not fall within that range, the Publisher reserves the right to return the manuscript for revision. The Author will, therefor, have seven (7) days to revise and resubmit the manuscript in a format acceptable to the Publisher.

The layout of the Work shall conform to the style previously established by the Publisher for other books in the Images of America series.

**EXHIBIT D
PRODUCTION SCHEDULE EXHIBIT**

To the Memorandum of Agreement for the Work entitled:
Images of America: Santa Fe Springs

A. The Author agrees to complete and deliver the cover materials to the Publisher by the deadline date of: January 10, 2011.

B. The Author agrees to deliver all of the text and images to be used in the Work to the Publisher by the deadline date of: March 14, 2011.

[Note: If the text is not submitted on computer disk, the Author must arrange for manuscript delivery two weeks prior to the above date to allow for typesetting.]

C. The Author shall undertake to read, check, and correct proofs of the Work and return them to the Publisher within seven (7) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the Publisher's original cost of composition shall be borne by the Author.

Signed on behalf of the Author

Signed on behalf of the Publisher

_____ day of _____, 20____.



City of Santa Fe Springs

City Council

September 23, 2010

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Attached is a roster for each active committee, and listed below are current vacancies. Also included is the list of prospective members.

Committee	Vacancy	Councilmember
Beautification	1	Gonzalez
Beautification	1	Putnam
Beautification	3	Rounds
Beautification	4	Serrano
Community Program	3	Gonzalez
Community Program	1	Putnam
Community Program	2	Rounds
Community Program	2	Serrano
Community Program	4	Trujillo
Historical	3	Putnam
Historical	1	Rounds
Historical	2	Serrano
Historical	1	Trujillo
Parks & Recreation	2	Gonzalez
Parks & Recreation	1	Putnam
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	Gonzalez
Senior Citizens Advisory	4	Putnam
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	Gonzalez
Sister City	1	Serrano
Sister City	1	Trujillo

Please direct any questions regarding this report to the Deputy City Clerk.


Frederick W. Latham
City Manager

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Jeanne Teran

Family & Human Services

Miguel Estevez

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Jeanne Teran

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, at 9:30 a.m., Town Center Hall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(11)
	Marlene Vernava	(11)
Putnam	Juliet Ray	(12)
	Vacant	(12)
	Lupe Lopez	(11)
	Guadalupe Placencia	(11)
	Ruth Gray	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Annette Ledesma	(11)
	Paula Minnehan*	(11)
	Vacant	(11)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(11)
	Vacant	(11)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(11)
	A.J. Hayes	(11)

*Asterisk indicates person currently serves on three committees

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday of every other month, at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(11)
	Vacant	(11)
Putnam	Rosalie Miller	(12)
	Vacant	(12)
	Mary Jo Haller	(11)
	Lynda Short	(11)
	Jose Zamora	(11)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Denise Vega	(11)
	Vacant	(11)
Serrano	Ruth Gray	(12)
	Mary Anderson	(11)
	Dolores H. Romero*	(11)
	Vacant	(12)
	Vacant	(11)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Lisa Sanchez	(11)
	Vacant	(11)

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of every month at 5:30 p.m., Neighborhood Center

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(12)
	Josephine Santa-Anna	(12)
	Toni Vallejo	(11)
Putnam	Arcelia Miranda	(12)
	Laurie Rios*	(11)
	Margaret Bustos*	(11)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(11)
	Ted Radoumis	(11)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(11)
	Gilbert Aguirre*	(11)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(11)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Irene Redondo Churchward
(SPIRRIT Family Services)

**Asterisk indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the Month at 9:00 a.m., at the Train Depot

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME
Gonzalez	Laurie Rios*
Putnam	May Sharp
Rounds	Gustavo Velasco
Serrano	Paula Minnehan*
Trujillo	Amparo Oblea

Committee Representatives

Beautification Committee	Sylvia Takata
Historical Committee	Larry Oblea
Planning Commission	Richard Moore
Chamber of Commerce	Tom Summerfield

Council/Staff Representatives

Council	Betty Putnam
City Manager	Frederick W. Latham
Director of Library & Cultural Services	Hilary Keith
Director of Planning & Development	Paul Ashworth

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The First Tuesday of the Month in April, July, October, and January at 5:30 p.m., Carriage Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Richard Moore	(12)
	Gilbert Aguirre*	(11)
	Janie Aguirre*	(11)
	Sally Gaitan	(11)
Putnam	Astrid Gonzalez	(12)
	Vacant	(12)
	Vacant	(11)
	Vacant	(11)
Rounds	Art Escobedo	(12)
	Vacant	(12)
	Mark Scoggins*	(11)
	Janice Smith	(11)
Serrano	Gloria Duran*	(12)
	Vacant	(12)
	Vacant	(11)
	Larry Oblea	(11)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(11)
	Susan Johnston	(11)

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, 7:00 p.m., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(12)
	Frank Leader	(12)
	Paula Minnehan*	(11)
	Vacant	(12)
	Vacant	(11)
Putnam	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Frank Regalado	(11)
	Cecilia Gonzalez	(11)
	Vacant	(11)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Don Mette	(11)
	Mark Scoggins*	(11)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(11)
	Fred Earl	(11)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Vacant	(11)
	Jose Zamora	(11)
	Arcelia Miranda	(11)

**Asterisk 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)

APPOINTED BY	NAME
Council	Angel Munoz Ron Biggs
Personnel Advisory Board	Jim Contreras
Firemen's Association	Wayne Tomlinson
Employees' Association	Vacant

PLANNING COMMISSION

Meets the Second and Fourth Mondays of every Month at 4:30 p.m.,
Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Laurie Rios
Putnam	Larry Oblea
Rounds	Richard Moore
Serrano	Michael Madrigal
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the second Wednesday of the month at 10:00 a.m.,
Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Toni Vallejo	(11)
	Janie Aguirre*	(11)
	Vacant	(11)
Putnam	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(11)
	Pete Vallejo	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(11)
	Lorena Huitron	(11)
	Berta Sera	(11)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(11)
	Jessie Serrano	(11)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(11)
	Margaret Bustos*	(11)
	Vacant	(11)

**Asterisk indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month at 6:30 p.m., Town Center Hall, Mtg. Room #1.
When there is a Monday holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(11)
	Vacant	(11)
	Vacant	(11)
Putnam	Martha Villanueva	(12)
	Gloria Duran*	(12)
	Mary K. Reed	(11)
	Peggy Jo Radoumis	(11)
	Jeannette Wolfe	(11)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(11)
	Jose Avila	(11)
Serrano	Charlotte Zevallos	(12)
	Cecilia Uribe Gonzalez	(12)
	Laurie Rios*	(11)
	Doris Yarwood	(11)
	Vacant	(11)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(11)
	Marcella Obregon	(11)
	Vacant	(11)

**Asterisk indicates person currently serves on three committees.*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Arcelia Valenzuela
Putnam	Manny Zevallos
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:00 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Victor Becerra	(11)
	Jessica Aguilar	(11)
	Jeanneth Guerrero	(11)
	Marilyn Llanos	(12)
Putnam	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Carina Gonzalez	(11)
	Stephanie Gilbert	(11)
	Karina Saucedo	(12)
	Lisa Baeza	(13)
Serrano	Kimberly Romero	(11)
	Alyssa Trujillo	(11)
	Alyssa Berg	(11)
	Ariana Gonzalez	(13)
Trujillo	Madalin Marquez	(11)
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)