



AGENDA

FOR THE REGULAR MEETINGS OF THE:

COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

JULY 14, 2011
6:00 P.M.

Joseph D. Serrano, Sr., Mayor
William K. Rounds, Mayor Pro Tem
Luis M. González, Councilmember
Richard J. Moore, 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, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday and every other Friday. Telephone (562) 868-0511.

1. **CALL TO ORDER**

2. **ROLL CALL**

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

COMMUNITY DEVELOPMENT COMMISSION

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

4. **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 Adjourned Community Development Commission Meeting of June 6, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

NEW BUSINESS

5. Authorization to Negotiate a Change Order with Cornerstone General, Inc. for the Construction of Various Structural, Plumbing, Fire Sprinkler System, and Landscape/Hardscape Improvements and Renovations at the Gus Velasco Neighborhood Center

Recommendation: That the Community Development Commission: 1) Authorize the Director of Public Works to negotiate a Change Order with Cornerstone General Inc. to construct various structural, plumbing, fire sprinkler system, and landscape/hardscape improvements at the Gus Velasco Neighborhood Center (NHC) for an amount not to exceed \$225,000; and 2) Authorize the Director of Public Works to execute the change order.

6. Authorization to Amend LPA Contract to Provide Additional Architectural, Mechanical, and Structural Design and Construction Management Services to Complete the Gus Velasco Neighborhood Center Renovation and Modernization Project

Recommendation: That the Community Development Commission authorize the Director of Public Works to execute a contract amendment with LPA in the amount not to exceed \$140,000 to perform Architectural, Mechanical, and Structural Design and Construction Management Services required to complete the Gus Velasco Neighborhood Center Renovation and Modernization Project.

CITY COUNCIL

7. 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 Adjourned City Council Meeting of June 6, 2011

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

- B. Conference and Meeting Report – Councilmember Moore’s Attendance at the 2011 CJPIA Elected Officials Conference in Laguna Beach, June 26-28

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

- C. Conference and Meeting Report – Councilmember Gonzalez’s Attendance at the 2011 Independent Contract Cities Association Seminar in San Diego, July 8-10

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

PUBLIC HEARING

- 8. Confirmation of 2010/2011 Weed Abatement Charges**

Recommendation: That the City Council: 1) Conduct a Public Hearing; and 2) Confirm the charges listed in the Los Angeles County Agricultural Commissioner’s 2010/2011 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of said assessments against the respective parcels of land as they appear on the Assessment Roll.

- 9. Resolution No. 9337 – Levy Annual Assessments for Lighting District No. 1 (FY 2011/2012)**

Recommendation: That the City Council: 1) Conduct a Public Hearing and adopt Resolution No. 9337 confirming the diagram and assessment, and providing for annual assessment levy; and 2) Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2011/2012.

- 10. Resolution No. 9338 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) (FY 2011/2012)**

Recommendation: That the City Council: 1) Conduct a Public Hearing and adopt Resolution No. 9338 confirming the diagram and assessment, and providing for annual assessment levy; and 2) Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2011/2012.

CONTINUED BUSINESS/AWARD OF CONTRACT

11. Improvements of Pioneer Boulevard North of Los Nietos Road

Recommendation: That the City Council: 1) Approve plans and specifications for the Improvement of Pioneer Boulevard North of Los Nietos Road; 2) Re-appropriate \$124,000 from Activity No. 5310-4800 from FY-10/11 to the FY-11/12 Budget; 3) Reject the bids submitted by Excel Paving Company, United Paving and Shawnan on the grounds that they are non-responsive to the project specifications; 4) Accept the bids for the Improvement of Pioneer Boulevard North of Los Nietos Road; and 5) Award a contract to R.J. Noble of Orange, California, in the amount of \$144,309.90.

AWARD OF CONTRACT

12. Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No. 75 LX110A/1, Federal No. 027650J

Recommendation: That the City Council: 1) Approve the plans and specifications for the improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No. 75 LX110A/1, Federal No. 027650J; 2) Accept bids for the improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No. 75 LX110A/1, Federal No. 027650J; and, 3) Award a contract to Bannaoun Engineers Constructors Corporation of Chatsworth, California in the amount of \$136,876.30.

UNFINISHED BUSINESS

13. Extension of Contract between the City of Santa Fe Springs and Merchants Building Maintenance LLC for Janitorial Services

Recommendation: That the City Council: 1) Approve a three (3) year extension of the contract with Merchants Building Maintenance LLC for janitorial services; and 2) Authorize the City Manager to execute a contract amendment with Merchants Building Maintenance LLC to incorporate the extension and service modifications into the contract agreement.

NEW BUSINESS

14. Designation of Voting Delegate/Alternate for the League of California Cities Annual Conference – September 21-23, San Francisco

Recommendation: That the City Council appoint a voting delegate or, alternatively, up to two alternate voting delegates for purposes of voting at the League of California Cities Annual Conference and Business Meeting.

15. Request Approval to Donate a 1981 International Fire Engine to the Boy Scouts of America

Recommendation: That the City Council authorize the Fire Chief to donate a 1981 International Fire Engine to the Boy Scouts of America Forest Lawn Scout Reservation.

16. Traffic Study – Orr and Day Road between Florence Avenue and Clarkman Street

Recommendation: That the City Council prohibit northbound left turns on Orr and Day Road at Longworth Avenue.

17. Approval of Utility Agreement No. 7UA-11565 with the State Department of Transportation for the Carmenita Road/Interstate 5 Widening Project

Recommendation: That the City Council approve Utility Agreement No. 7UA-11565 between the State Department of Transportation and City of Santa Fe Springs for the Carmenita Road/Interstate 5 Freeway Widening Project and authorize the Director of Public Works to execute the Agreement.

18. Settlement for Disposal of Waste at the Casmalia Disposal Site

Recommendation: That the City Council: 1) Approve the Settlement Offer (Option A) and Authorize the City Manager to execute the Consent and Authorization; and 2) Appropriate \$8,200 from undesignated General Fund reserves to cover the City share of cleanup costs.

19. Ranking of Consultants and Designation of the Preferred Consultant to Provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council: 1) Approve the recommendation from the Evaluation Committee that the consultants that submitted proposals be ranked in the following order: a). AECOM, b). URS, c). Arcadis U.S., Inc, d). Berg & Associates; 2) Approve the recommendation that AECOM be designated as the Preferred Consultant; 3) Authorize the Director of Public Works to initiate contract negotiations with AECOM; and, 4) Direct the Director of Public Works to return with a recommendation for Award of Contract once negotiations have been successfully concluded.

20. Approval of a Memorandum of Understanding and Right-of-Way Contract Between the City of Santa Fe Springs and State of California for the Carmenita Road/Interstate 5 Interchange Project (Parcel 80245-1)

Recommendation: That the City Council: 1) Approve the Memorandum of Understanding and authorize it to be executed by the City Manager; 2) Approve the Right-of-Way Contract and authorize it to be executed by the City Manager; and, 3) Authorize the City Manager to execute escrow documents and take all actions needed to accomplish this transaction.

21. Approval of a Public Highway At-Grade Crossing Agreement for Carmenita Place in Conjunction with the Carmenita/I-5 Freeway Widening Project

Recommendation: That the City Council approve the Public Highway At-Grade Crossing Agreement and authorize it to be executed by the Mayor.

22. License Agreement with Burlington Northern Santa Fe Railway Company to Maintain a Fiber Optic Line on the North Side of Telegraph Road East of Bloomfield Avenue
- Recommendation:** That the City Council: 1) Approve the License Agreement with Burlington Northern Santa Fe Railway Company for the maintenance of a fiber optic line on the north side of Telegraph Road east of Bloomfield Avenue; and 2) Authorize the City Manager to execute the Agreement.
23. Approval of Pipeline License Agreement with Burlington Northern Santa Fe Railway (BNSF) for the Valley View Avenue Grade Separation Project – City Storm Drain Main and Laterals
- Recommendation:** That the City Council: 1) Approve the Pipeline License Agreement with BNSF for the Valley View Avenue Grade Separation Project – City Storm Drain Main and Laterals; and 2) Authorize the Director of Public Works to execute the Pipeline License Agreement.
24. Alcohol Sales Conditional Use Permit Case No. 43-2
A request to allow the continued operation and maintenance of an alcohol beverage sales use for on-site customer consumption at the Mariscos Sol Y Mar Restaurant located at 8021 Norwalk Boulevard, within the Cefalia Center in the C-4, Community Commercial, Zone.
(Ramona Valdez, Mariscos Sol Y Mar Restaurant)
- Recommendation:** That the City Council approve Alcohol Sales Conditional Use Permit Case No. 43-2, subject to the conditions of approval as stated in this staff report. Said Permit shall be subject to a compliance review in three years, prior to July 27, 2014, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval.
25. Alcohol Sales Conditional Use Permit Case No. 35-5
A request to allow the continued operation and maintenance of an alcohol beverage sales use for on-site customer consumption at the Señor Charlie's Sports Bar and Grill at 9803 Santa Fe Springs Road, in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area.
(Ricardo Jimenez, Señor Charlie's Sports Bar and Grill)
- Recommendation:** That the City Council approve Alcohol Sales Conditional Use Permit Case No. 35-5, subject to the conditions of approval as stated in this staff report. Said Permit shall be subject to a compliance review in five years, prior to July 27, 2016, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval.
26. Entertainment Conditional Use Permit Case No. 13-5
A request to allow the continued operation and maintenance of an entertainment use involving disc jockey and live musical entertainment at the Señor Charlie's Sports Bar and Grill at 9803 Santa Fe Springs Road, in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area.
(Ricardo Jimenez, Señor Charlie's Sports Bar and Grill)

Recommendation: That the City Council approve Entertainment Conditional Use Permit Case No. 13-5, subject to the conditions of approval as stated in this staff report. Said Permit shall be subject to a compliance review in five years, prior to July 27, 2016, to ensure the entertainment activity is still operating in strict compliance with the original conditions of approval.

CLOSED SESSION

27. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: Dr. Alderete v. City

28. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs City Employees' Association

29. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: City Manager, City Attorney, Director of Finance and Administrative Services, Fire Chief, Human Resources Manager

Employee Organization: Santa Fe Springs Firefighters' Association

Please note: *Item Nos. 30 – 38 will commence in the 7:00 p.m. hour.*

30. INVOCATION

31. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

32. Representatives from the Youth Leadership Committee

33. Representatives from the Chamber of Commerce

34. ANNOUNCEMENTS

PRESENTATIONS

35. 2011 Beautification Awards Program Recipients

Recommendation: The Mayor may wish to call upon Parks & Recreation Program Coordinator Jeannie Madrid to assist with the presentation.

36. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

37. **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.

38. **EXECUTIVE TEAM REPORTS**

Please note: *Item Nos. 39 – 41 will commence in the 8:00 p.m. hour.*

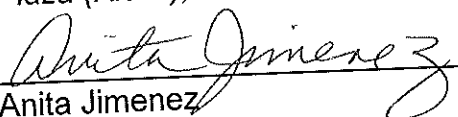
39. **NEW BUSINESS**
City Council Actions Following the Special Election Required to Amend and Restate the Rate and Method of Apportionment of Special Tax under Community Facilities District No. 2002-1

Recommendation: That the City Council: 1) Adopt Resolution No. 9333, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax Under Community Facilities District (CFD) No. 2002-1; 2) Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, adopt Resolution No. 9334 a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1 are lawfully authorized; and, 3) Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, first reading of Ordinance No. 1024 an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.

40. City Council Actions Following the Special Election Required to Amend and Restate the Rate and Method of Apportionment of Special Tax under Community Facilities District No. 2004-1

Recommendation: That the City Council: 1) Adopt Resolution No. 9335, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax under Community Facilities District (CFD) No. 2004-1; 2) Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, adopt Resolution No. 9336 a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1 are lawfully authorized; and, 3) Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, first reading of Ordinance No. 1025 an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2004-1.

41. **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

July 7, 2011
Date

**CITY OF SANTA FE SPRINGS
MINUTES FOR THE ADJOURNED MEETINGS OF THE
COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL**

JUNE 6, 2011

1. CALL TO ORDER

Mayor Serrano called the Community Development Commission and City Council meetings to order at 6:07pm.

2. ROLL CALL

Present: Commissioners/Councilmembers González, Moore, Trujillo, Vice Chairperson/Mayor Pro Tem Rounds, and Chairperson/Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Anita Jimenez, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Carole Joseph, Director of Parks & Recreation Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

COMMUNITY DEVELOPMENT COMMISSION

3. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

Thaddeus McCormack had no report.

Paul Ashworth reported on sales at the Villages: 36 of the 96 Comstock units are owned and occupied, 37 residences are in some form of escrow. Comstock executives give credit for increased sales activity to the "Taste of the Villages" event that was recently held.

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the Adjourned Community Development Commission Meeting of May 11, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

Vice Chairperson Rounds moved the approval of Item 4A. Commissioner Trujillo seconded the motion, which carried unanimously.

5. **AWARD OF CONTRACT**

Professional Services for the Interstate 5 (I-5) Freeway Water Main Relocations for Carmenita Road and Alondra Boulevard Segments

Recommendation: That the Community Development Commission award a contract to Tetra Tech, Inc. in the amount of \$174,292 and authorize the Director of Public Works to execute the agreement.

Commissioner González moved the approval of Item 5. Vice Chairperson Rounds seconded the motion, which carried unanimously.

Commissioner Moore asked how many firms submitted proposals. Don Jensen responded that three companies submitted proposals; the proposal was mailed to 10 companies and posted on the City website. Commissioner Moore requested that in the future Council be provided with the list of companies to which requests for proposals are submitted and those companies that respond. He also requested that when the contract is award, Council be provided with a list of evaluators and the scores received. Steve Skolnik stated that on formal bids, the City does list the bids, however this was a request for proposals. Commissioner González asked who would pay for this project. Don Jensen stated that the City would pay initially, but the State would reimburse the City.

6. **CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 12345 Lakeland Road, Santa Fe Springs

Agency Negotiators: City Manager, Executive Director, CDC Attorney

Negotiating Parties: Agency Negotiators and Property Owner

Under Negotiation: Price and Terms of Payment

Chairperson Serrano moved Item 6 to the end of the agenda.

CITY COUNCIL

7. **CONSENT AGENDA**

Approval Minutes

A. Minutes of the Adjourned City Council Meeting of May 11, 2011

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

Mayor Pro Tem Rounds moved the approval of Item 7A. Councilmember Trujillo seconded the motion, which carried unanimously.

8.

PUBLIC HEARING

Consideration of Adoption of Resolutions of Necessity Nos. 9321 and 9322 Amending Resolution Nos. 9224 and 9225 by Increasing the Terms of the Previously Identified Temporary Construction Easements in Said Resolutions for Public Purposes for the Valley View Grade Separation Project

Recommendation: That the City Council: 1). Separately consider each of the following Resolutions: a). Resolution No. 9321 – A Resolution of Necessity of the City of Santa Fe Springs amending Resolution No. 9224 by increasing the terms of the previously identified temporary construction easements and declaring certain real property interests located at 14515-14565 Valley View Avenue, and further identified as Assessor's Parcel Number 8069-006-042, necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Grade Separation Project; b). Resolution No. 9322 – A Resolution of Necessity of the City of Santa Fe Springs amending Resolution No. 9225 by increasing the terms of the previously identified temporary construction easements and declaring certain real property interests located at 14027, 14103 and 14100 Borate Street, and further identified as Assessor's Parcel Number 8069-008-031, 032 and 033, necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Grade Separation Project; 2). Open and conduct a Public Hearing on the adoption of the proposed Resolutions of Necessity, receive from staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard on issues A, B, C, and D as stated in the Report, and consider all evidence to determine whether to adopt each proposed Resolution of Necessity, each of which requires the City Council's separate consideration and determination; 3). If the City Council finds, based upon the evidence contained and referred to in this Report, the testimony and comments received at this hearing, and all written testimony submitted to the City Council, that the evidence warrants the necessary findings with respect to each of the proposed Resolutions of Necessity, then staff recommends that the City Council, in the exercise of its discretion, adopt proposed Resolution Nos. 9321 and 9322 (each of which requires a 4/5 vote of the entire Council) and authorize the City Attorney's office to file an eminent domain proceeding to acquire the following real property interests: a). Portions of 14515 – 14565 Valley View Avenue (Assessor's Parcel Number 8069-006-042) for a partial fee take, permanent street easement, permanent utility easement and temporary construction easements; b). Portions of three (3) contiguous parcels on Borate Street, identified as follows: i). 14027 Borate Street (Assessor's Parcel Number 8069-008-031) for a permanent utility easement; and, ii). 14103 Borate Street (Assessor's Parcel Number 8069-008-032) for permanent utility easements; and, iii). 14100 Borate Street (Assessor's Parcel Number 8069-008-033) for permanent utility easements and a temporary construction easement. These real property interests are referred to collectively as "Subject Property Interests" and are described more particularly in the Exhibits attached to each Resolution of Necessity. Each Resolution also contains a drawing depicting the location of the real property interests in relation to the Valley View Avenue Grade Separation Project. Said Resolutions together with their Exhibits are attached hereto and incorporated in this Report by this reference; 4). With respect to each Resolution of Necessity that is approved, authorize the City Attorney's office and City staff to take all necessary steps to deposit with the Court the amount of probable compensation required by law for issuance of the Order for Possession; and, 5). Authorize the City Manager, or his designee, to execute all necessary documents.

Mayor Serrano opened the Public Hearing at 6:12 p.m.

It was noted that the City received a letter dated May 31, 2001, from Palmieri, Tyler, Wiener, Wilhelm & Waldron, LLP, representing Valley View-Santa Fe Springs, LLC. All members of the City Council received copies of the letter.

Steve Skolnik introduced Regina Danner, outside counsel working with the City on this project, who would speak about the letter of protest received by the City and the proceedings in general. Ms. Danner addressed the issues raised in the letter of protest.

Mayor Serrano asked if anyone else wanted to speak on this item. There being no one else wishing to speak, Mayor Serrano closed the Public Hearing at 6:17 p.m.

Councilmember González moved the approval of Item 8; Mayor Pro Tem Rounds seconded the motion which passed by the following roll call votes:

Resolution 9321

Ayes: González, Moore, Trujillo, Rounds, Serrano
Noes: None
Abstain: None
Absent: None

Resolution 9322

Ayes: González, Moore, Trujillo, Rounds, Serrano
Noes: None
Abstain: None
Absent: None

NEW BUSINESS

9. Request Approval to Award Financing of Police Vehicles to J.P. Morgan Chase Bank, N.A.

Recommendation: That the City Council award the financing of Police Vehicles and authorize the Director of Finance to execute the documents to finalize this transaction.

Councilmember Moore asked if the other firms that submitted quotes also included the phrase, "Terms and conditions subject to change." Jose Gomes responded that they did.

Councilmember Moore moved the approval of Item 9; Councilmember González seconded the motion which carried unanimously.

10. 2010 – 2014 Urban Water Management Plan Update

Recommendation: That the City Council: 1). Receive the presentation on the updated Urban Water Management Plan for 2010-2014; and 2). Set the Public Hearing on the 2010-2014 Urban Water Management Plan for the City of Santa Fe Springs for June 23, 2011.

Don Jensen and Frank Beach provided information to the Council. Councilmember Trujillo asked if the Chamber of Commerce was aware of the proposed water rate increase. Don Jensen stated that they were and added that additional public outreach would be provided to both residential and industrial customers. Public Works will provide a list of the top 50 water users to the Council. Mayor Serrano asked where the City ranked. Frank Beach stated that the City was number four on the list. Mayor Serrano would like the use of artificial turf to be studied as well as the possibility of an incentive program for the use of water-tolerant plantings. Mayor Pro Tem Rounds asked how many of the City parks use reclaimed water. Frank Beach stated that all parks except Santa Fe Springs Park use reclaimed water. This is due to the distance from the water main to the park. Mayor Pro Tem Rounds asked if any businesses in the City use reclaimed water. Don Jensen stated that businesses are informed of the option and benefits of reclaimed water use, however there is a larger upfront cost. Councilmember Moore asked if any schools in the City use reclaimed water. Frank Beach stated that Rancho Santa Gertrudes uses reclaimed water. Councilmember González asked what percentage of water use in the City is residential. Don Jensen stated that about 25% of the use is residential. Councilmember González asked that letters be sent to residents informing them of the new mandates and fees. Councilmember Moore asked that the letters go out in English and Spanish. Councilmember Moore asked why the City's water supply has been reduced so drastically. Frank Beach stated that, in 1992, Well No. 2 was taken out of operation due to arsenic. This reduced the City's water supply by half. Construction is underway of another well that will increase the City's water supply. Councilmember González stated that during his years on the Council he has watched as water purveyors have raised rates and commended Don Jensen for his ability to continue to provide safe water to the community. Councilmember Moore asked if water rates would be raised if the City was successful in reducing water use by the required 20%. Don Jensen stated that there are fixed costs associated in delivering water, so it was possible that rates would raise as a result of reduced use. Don Jensen will provide a list of the 14 cities included in the Gateway Integrated Regional Water Management Joint Powers Authority for the Council.

Councilmember Moore moved the approval of Item 10; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

11. Temporary Suspension of Lease Agreement with Newport Diversified, Inc. Due to Interstate 5 (I-5) Freeway Construction

Recommendation: That the City Council approve the suspension of the Lease Agreement with Newport Diversified, Inc. (formerly San Diego Theatres, Inc.) for the parking lot area located between Freeway Drive and Alondra Boulevard and authorize the Mayor to sign a letter to Newport Diversified, Inc. notifying them of the temporary suspension of the Lease Agreement for the parking area effective November 1, 2011, through June 1, 2013, or until the area is released by Caltrans.

Mayor Pro Tem Rounds moved the approval of Item 11; Councilmember Trujillo seconded the motion which carried unanimously.

12. Resolution Nos. 9324 and 9325 – Approval of Engineer’s Report (FY 2011/12) in Conjunction with Annual Levy of Assessments for Street Lighting District No. 1

Recommendation: That the City Council: 1) Adopt Resolution No. 9324, approving the Engineer’s Report (FY 2011/12) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and 2) Adopt Resolution No. 9325, declaring the City’s intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 14, 2011.

Don Jensen and Noe Negrete gave a presentation of the Engineer’s Report. Don Jensen stated that this is an annual activity reaffirming the assessments; it is not a rate increase. Steve Skolnik stated that this process is required under Prop 218 regulations.

Councilmember Moore moved the approval of Item 12; Councilmember González seconded the motion which carried unanimously.

13. Agreement with Caltrans Division of Rail for Improvements at Rosecrans/Marquardt Grade Crossing

Recommendation: That the City Council approve Amendment No. 2 to Agreement No. 75LX111 which extends the expiration date to February 28, 2012, and authorize the Director of Public Works to execute the Amendment.

Councilmember González moved the approval of Item 13; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

14. Solid Waste Collection Rate Adjustments and Adoption of Resolution No. 9323

Recommendation: That the City Council Adopt Resolution No. 9323 changing the time frame for Solid Waste Collection rate adjustments for commercial/industrial customers from July 1 to January 1.

Thaddeus McCormack stated that the waste haulers’ current contracts grant them an annual cost of living increase on residential and commercial rates in July and a pass through of landfill tipping fees on commercial rates in January resulting in two rate increases for commercial customers annually. The proposed resolution would change the timing of the cost of living increase for commercial customers only to January so there would be only one annual rate increase on commercial accounts. The cost of living increase due to haulers this year is 3%.

Councilmember Moore moved the approval of Item 14; Councilmember Trujillo seconded the motion which carried unanimously.

15. Introduction and Discussion of Preliminary FY 2011-2012 City Budget

Recommendation: That the City Council give staff preliminary direction regarding revenue and expenditure issues in preparation for upcoming Budget Subcommittee and Council Budget Study Sessions.

Thaddeus McCormack gave an overview of the proposed budget. He further stated that it is his intention to begin the budget process earlier next fiscal year to allow for more public input.

Councilmember Moore recommended that the Council take a firmer hand in the budget process by adopting a budget calendar by resolution. Thaddeus McCormack stated that he would provide examples of resolutions to the Council following this current budget adoption. Councilmember González thanked Thaddeus McCormack and Jose Gomez for providing the information he had requested reflecting actual cost increases.

Thaddeus McCormack commended Jose Gomez and the Finance Department for their hard work.

16. **CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Initiation of Litigation pursuant to subdivision (b) of Section 54956.9: One potential case

Mayor Serrano moved Item 16 to the end of the agenda.

17. **INVOCATION**

The invocation was given by Mayor Pro Tem Rounds.

18. **PLEDGE OF ALLEGIANCE**

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

INTRODUCTIONS

19. Members of the Youth Leadership Committee introduced themselves.

20. Mayor Serrano introduced Chamber representatives Jim Cusick of Shaw Diversified Services and Dan Stepanian of CR&R, Inc.

21. **ANNOUNCEMENTS**

Mayor Serrano called on Carole Joseph for community announcements.

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

Councilmember Moore appointed David Gonzalez to the Parks & Recreation Advisory Committee. Mayor Pro Tem Rounds appointed Rita Argott to the Beautification Committee.

23. **ORAL COMMUNICATIONS**

Mayor Serrano opened Oral Communications at 7:47 p.m. There being no one wishing to speak, Mayor Serrano closed Oral Communications at 7:48 p.m.

24. **EXECUTIVE TEAM REPORTS**

Don Jensed stated that he was in the process of preparing a report on the Complete Landscape contract. Dino Torres stated that Police Services and Whittier Police would be participating in the Special Olympics Torch Run on Thursday, June 9. Councilmember Trujillo wished all the fathers a Happy Father's Day. Councilmember Moore reported that he attended the Library's Flamenco Dance event and that he felt it was an excellent program. He also attended the Calvary Chapel Memorial Day event and would like for the City to consider sponsoring a similar event in the future.

25. **ADJOURNMENT**

Mayor Serrano announced that the meetings would be adjourned after the Closed Session in memory of all veterans, especially those who lost their lives during the D-Day invasion, and in memory of Corrine Torres, Secretary of the SFS Social Club to Saturday, June 18 at 10:00 a.m. in the City Council Chambers.

Mayor Serrano recessed the meetings at 7:50 p.m. to go into Closed Session.

There were no items to report on following the Closed Session. Mayor Serrano adjourned the meetings at 9:05 p.m.

Joseph D. Serrano, Sr.
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk

Date



City of Santa Fe Springs

Community Development Commission Meeting

July 14, 2011

NEW BUSINESS

Authorization to Negotiate a Change Order with Cornerstone General, Inc. for the Construction of Various Structural, Plumbing, Fire Sprinkler System and Landscape/Hardscape Improvements for the Renovation and Modernization of the Gus Velasco Neighborhood Center

RECOMMENDATION

It is recommended that the Community Development Commission take the following actions:

1. Authorize the Director of Public Works to negotiate a Change Order with Cornerstone General Inc. to construct various structural, plumbing, fire sprinkler system and landscape/hardscape improvements at the Gus Velasco Neighborhood Center (NHC) for an amount not to exceed \$225,000; and
2. Authorize the Director of Public Works to execute the change order.

BACKGROUND

As reported in previous project updates, the NHC Renovation and Modernization project continues to be challenged with unforeseen conditions that are not covered in the original contract scope of work with Cornerstone General Inc. (CGI).

The following is an overview of unforeseen conditions requiring additional work and subsequent change order:

1. The fire sprinkler system has to be redesigned as a result of various factors, including equipment compliance with new fire code requirements, replacing part of the system as a result of the roof structure improvements, improving system interface with the new sewer and plumbing design and re-routing part of the system to bypass the newly designed north lobby. The estimated cost for the redesigned fire sprinkler system not included in the original scope of work is approximately \$50,000.
2. It was determined that the restrooms adjacent to the Ontiveros meeting room are not ADA compliant. This requires redesign and construction of the framing, plumbing and flooring in this area. In addition, the original wood wall framing and underground plumbing was deteriorated. The estimated cost for these restroom redesign and improvements not included in the original scope of work is approximately \$60,000.
3. Following additional review of the functionality of the current South Lobby design, staff determined that significant improvements in safety, security and

Report Submitted By: Don Jensen, Director
Director of Public Works

Date of Report: July 6, 2011

general service efficiencies could be achieved by locating an information desk/counter in the lobby area. A newly designed South Lobby area that includes an information counter will enhance the level of service and programming that can be provided, especially to seniors. The estimated cost to redesign and construct a receptionist area with the South Lobby not included in the original scope of work is approximately \$55,000.


4. Various improvements (sewer, plumbing, fire sprinkler system, electrical and voice/data) have impacted the existing landscaping. Therefore, new landscaping is now proposed beyond the original scope of work. Proposed landscaping areas are on the south and north side of the existing building. In addition, design changes were made to the hardscape in the courtyards to improve aesthetics, increase drainage efficiencies and overall safety. The estimated cost for the various landscape/hardscape revisions and improvements not included in the original scope of work is approximately \$35,000.
5. Other improvements required as a result of unforeseen conditions, and not included in the original scope of work, include additional structural support in the Pio Pico room, replacing additional underground plumbing, new window framing and new electrical panels to mention a few items. The estimated cost of these various improvements is approximately \$25,000.

FISCAL IMPACT

The funding for the Neighborhood Center Renovation and Modernization Project is included in the Six Year Capital Improvement Program FY 2006/07 through FY 2011/2012. No appropriation is required as the budget for this project has sufficient funding to cover the costs associated with Contract Change Order No. 4.

INFRASTRUCTURE IMPACT

The various improvements recommended in Change Order No. 4 are consistent with the planned modernization and renovation of the Gus Velasco Neighborhood Center.



Thaddeus McCormack
City Manager



Paul Ashworth
Executive Director

Attachment(s)

None.



City of Santa Fe Springs

Community Development Commission Meeting

July 14, 2011

NEW BUSINESS

Authorization to Amend Contract with LPA to Provide Additional Architectural, Mechanical and Structural Design and Construction Management Services to Complete the Gus Velasco Neighborhood Center Renovation and Modernization Project.

RECOMMENDATION

It is recommended that the Community Development Commission authorize the Director of Public Works to execute a contract amendment with LPA in the amount not to exceed \$140,000 to perform Architectural, Mechanical, and Structural Design and Construction Management Services required to complete the Gus Velasco Neighborhood Center Renovation and Modernization Project.

BACKGROUND

The Gus Velasco Neighborhood Center Renovation and Modernization Project continues to be impacted by unforeseen issues that affect the project's construction schedule and cost. The staff provided the Community Development Commission with a project update at the November 9, 2010 meeting.

Since then, additional unforeseen issues, as well as redesign opportunities have impacted the project, including but not limited to:

- **Additional Roof Structure Improvements.** Additional roof structure support is required in several locations, including the Pio Pico room, south lobby area, Ontiveros room, north lobby area, north lobby, and pantry.
- **South Lobby Redesign.** The redesign of the south lobby to add an information desk/counter area for improved safety, security and service delivery to residents (particularly to seniors). Modifications to the south lobby, include the removal of existing restrooms and constructing the information desk/counter area.
- **Fire Sprinkler System Redesign.** Modifications to the fire sprinkler system are required to comply with new fire codes, including a new double-check valve, a new riser, additional piping and new sprinkler heads.
- **HVAC System Redesign.** Changes in ceiling elevations and roof structure improvements require modifications to the HVAC system layout and design.
- **Ontiveros Restrooms.** It was determined that the restrooms adjacent to the Ontiveros meeting room are not ADA compliant. In addition, the existing underground plumbing and wood stud framing was deteriorated. Therefore, the redesign and construction of the framing, plumbing and flooring in this area is required.

Report Submitted By: Don Jensen, Director
Director of Public Works

Date of Report: July 6, 2011

All of the aforementioned unforeseen issues and redesign opportunities have required additional mechanical, structural and architectural design services, as well as additional construction management services provided by LPA. Based on the number of major structural components that have been addressed to date, staff anticipates that the proposed contract amendment will allow LPA to perform the architectural, mechanical and structural design and construction management services required to complete the Gus Velasco Neighborhood Center Renovation and Modernization Project.

FISCAL IMPACT

This project is included in the Six-Year Capital Improvement Program FY 2006-2007 through FY 2011-2012. Funds have been appropriated from unallocated CDC Tax-Exempt Bond Funds to the Project Account No. 484-R545. It is recommended that the LPA contract amendment be funded from the existing project budget for the Gus Velasco Neighborhood Center Renovation and Modernization Project, therefore no appropriation is needed.

INFRASTRUCTURE IMPACT

Awarding the LPA contract amendment will provide the necessary architectural, mechanical and structural design services required to complete the project. The renovations and improvements are necessary to preserve the existing facility, achieve ADA compliance, increase operations and maintenance efficiencies, provide for increased functional work space, and enhance service to the community.



Thaddeus McCormack
City Manager



Paul R. Ashworth
Executive Director

Attachment(s):

None.



City of Santa Fe Springs

City Council Meeting

July 14, 2011

PUBLIC HEARING

Confirmation of 2011/2012 Weed Abatement Charges

RECOMMENDATION

That the City Council confirm the charges listed in the Los Angeles County Agricultural Commissioners 2011/2012 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

BACKGROUND

The City Council is being asked to confirm assessments against property for weed abatement charges. A copy of the Los Angeles County Agricultural Commissioner's 2011/2012 Weed Abatement Assessment Roll has been posted in City Hall since July 7, 2011.

The attached notice of charges was sent to all Santa Fe Springs property owners listed on the roll. This is a procedure required by the City that is normally not done by the County.

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

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

Thaddeus McCormack
City Manager

Attachment(s)

Los Angeles County Weed Abatement Charge List

REPORT ON THE COST OF WEED ABATEMENT

TO THE CITY COUNCIL OF
THE CITY OF SANTA FE SPRINGS

Council Member:

Pursuant to an order heretofore made by your Honorable Body instructing this Department to abate noxious or dangerous weeds and rubbish under the provisions of the Government Code, we respectfully submit the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

JULY 6, 2011

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
8	8002	019	042	04	623	45.43
8	8005	012	047	04	623	45.43
8	8005	015	011	04	623	45.43
8	8005	015	024	04	623	45.43
8	8005	015	027	04	623	45.43
8	8009	001	084	04	623	45.43
8	8009	001	089	04	623	45.43
8	8009	001	093	04	623	45.43
8	8009	001	095	04	623	45.43
8	8009	001	096	04	623	45.43
8	8009	001	097	04	623	45.43
8	8009	001	098	04	623	45.43
8	8009	001	099	04	623	45.43
8	8009	001	101	04	623	45.43
8	8009	001	104	04	623	45.43
8	8009	001	108	04	623	45.43
8	8009	001	109	04	623	45.43
8	8009	001	110	04	623	45.43
8	8009	001	111	04	623	45.43
8	8009	001	112	04	623	45.43
8	8009	001	113	04	623	45.43
8	8009	001	114	04	623	45.43
8	8009	001	115	04	623	45.43
8	8009	001	116	04	623	45.43
8	8009	001	117	04	623	45.43
8	8009	001	118	04	623	45.43
8	8009	001	119	04	623	45.43
8	8009	001	120	04	623	45.43
8	8009	001	121	04	623	45.43
8	8009	001	122	04	623	45.43
8	8009	001	123	04	623	45.43
8	8009	001	124	04	623	45.43
8	8009	001	125	04	623	45.43
8	8009	001	126	04	623	45.43
8	8009	001	127	04	623	45.43
8	8009	001	128	04	623	45.43
8	8009	001	129	04	623	45.43
8	8009	001	133	04	623	45.43
8	8009	001	134	04	623	45.43
8	8009	001	135	04	623	45.43
8	8009	001	136	04	623	45.43
8	8009	001	137	04	623	45.43
8	8009	001	138	04	623	45.43
8	8009	001	139	04	623	45.43
8	8009	001	140	04	623	45.43
8	8009	001	141	04	623	45.43
8	8009	002	074	04	623	45.43
8	8009	004	070	04	623	45.43
8	8009	004	071	04	623	45.43

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

JULY 6, 2011

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
8	8009	004	072	04	623	45.43
8	8009	004	073	04	623	45.43
8	8009	004	074	04	623	45.43
8	8009	004	075	04	623	45.43
8	8009	004	076	04	623	45.43
8	8009	004	077	04	623	45.43
8	8009	004	078	04	623	45.43
8	8009	004	079	04	623	45.43
8	8009	004	080	04	623	45.43
8	8009	004	081	04	623	45.43
8	8009	004	082	04	623	45.43
8	8009	004	083	04	623	45.43
8	8009	004	084	04	623	45.43
8	8009	004	085	04	623	45.43
8	8009	004	086	04	623	45.43
8	8009	004	087	04	623	45.43
8	8009	004	088	04	623	45.43
8	8009	004	089	04	623	45.43
8	8009	004	090	04	623	45.43
8	8009	004	091	04	623	45.43
8	8009	004	092	04	623	45.43
8	8009	004	093	04	623	45.43
8	8009	004	094	04	623	45.43
8	8009	004	095	04	623	45.43
8	8009	004	096	04	623	45.43
8	8009	004	097	04	623	45.43
8	8009	004	098	04	623	45.43
8	8009	004	099	04	623	45.43
8	8009	004	100	04	623	45.43
8	8009	004	101	04	623	45.43
8	8009	004	102	04	623	45.43
8	8009	004	103	04	623	45.43
8	8009	004	104	04	623	45.43
8	8009	004	105	04	623	45.43
8	8009	004	106	04	623	45.43
8	8009	004	107	04	623	45.43
8	8009	004	108	04	623	45.43
8	8009	004	109	04	623	45.43
8	8009	004	110	04	623	45.43
8	8009	004	111	04	623	45.43
8	8009	004	112	04	623	45.43
8	8009	004	113	04	623	45.43
8	8009	004	114	04	623	45.43
8	8009	004	115	04	623	45.43
8	8009	004	116	04	623	45.43
8	8009	004	117	04	623	45.43
8	8009	004	118	04	623	45.43
8	8009	004	119	04	623	45.43
8	8009	004	120	04	623	45.43

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

JULY 6, 2011

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
8	8009	004	121	04	623	45.43
8	8009	004	122	04	623	45.43
8	8009	004	123	04	623	45.43
8	8009	004	124	04	623	45.43
8	8009	004	125	04	623	45.43
8	8009	004	126	04	623	45.43
8	8009	004	127	04	623	45.43
8	8009	004	128	04	623	45.43
8	8009	004	129	04	623	45.43
8	8011	004	031	04	623	45.43
8	8011	004	058	04	623	45.43
8	8011	004	064	04	623	45.43
8	8011	005	013	04	623	45.43
8	8011	007	026	04	623	45.43
8	8011	007	027	04	623	45.43
8	8011	007	028	04	623	45.43
8	8011	007	029	04	623	45.43
8	8011	007	038	04	623	45.43
8	8011	007	040	04	623	45.43
8	8011	007	041	04	623	45.43
8	8011	007	043	04	623	1189.18
8	8011	007	046	04	623	896.59
8	8011	007	047	04	623	896.59
8	8011	015	041	04	623	45.43
8	8011	017	015	04	623	45.43
8	8011	017	035	04	623	45.43
8	8011	017	036	04	623	45.43
8	8011	017	037	04	623	45.43
8	8011	017	064	04	623	45.43
8	8059	001	017	04	623	961.88
8	8069	006	044	04	623	45.43
8	8167	002	025	04	623	45.43
8	8167	002	026	04	623	45.43
8	8167	002	049	04	623	45.43
8	8167	002	051	04	623	45.43
8	8168	001	010	04	623	45.43
8	8168	023	048	04	623	45.43
8	8169	002	003	04	623	45.43
8	8169	002	004	04	623	45.43
8	8169	002	006	04	623	45.43
8	8169	002	024	04	623	45.43
8	8169	020	028	04	623	45.43
8	8178	004	065	04	623	45.43
TOTAL IMPROVED PARCELS =			0		TOTAL CHARGES	\$0.00
TOTAL UNIMPROVED PARCELS =			4		TOTAL CHARGES	\$3,944.24
TOTAL INSPECTION FEE ONLY PCLS =			137		TOTAL CHARGES	\$6,223.91
TOTAL PARCELS			141		TOTAL CHARGES	\$10,168.15



City of Santa Fe Springs

City Council Meeting

July 14, 2011

PUBLIC HEARING

Resolution No. 9337 – Levy Annual Assessments for Lighting District No. 1 (FY 2011/2012)

RECOMMENDATION

That the City Council take the following actions:

1. Conduct a public hearing and adopt Resolution No. 9337 confirming the diagram and assessment, and providing for annual assessment levy; and
2. Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2011/2012.

BACKGROUND

At the Council meeting of June 6, 2011, the City Council adopted Resolution No. 9325 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9325 also set the Public Hearing for 6:00 p.m. on July 14, 2011, and a notice was published in the Whittier Daily News on July 4, 2011.

The net assessment to be distributed over the district for fiscal year 2011-2012 is \$183,665. This sum of \$183,665 will be assessed according to the benefits received by properties located within Santa Fe Springs Lighting District No. 1. State law requires distribution of assessments based on benefit received; therefore, assessments will vary considerably. The methodology for distribution of assessments and the assessment rates over the district comply with the requirements of State Proposition 218.

FISCAL IMPACT

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

INFRASTRUCTURE IMPACT

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

Thaddeus McCormack
City Manager

Attachment(s)

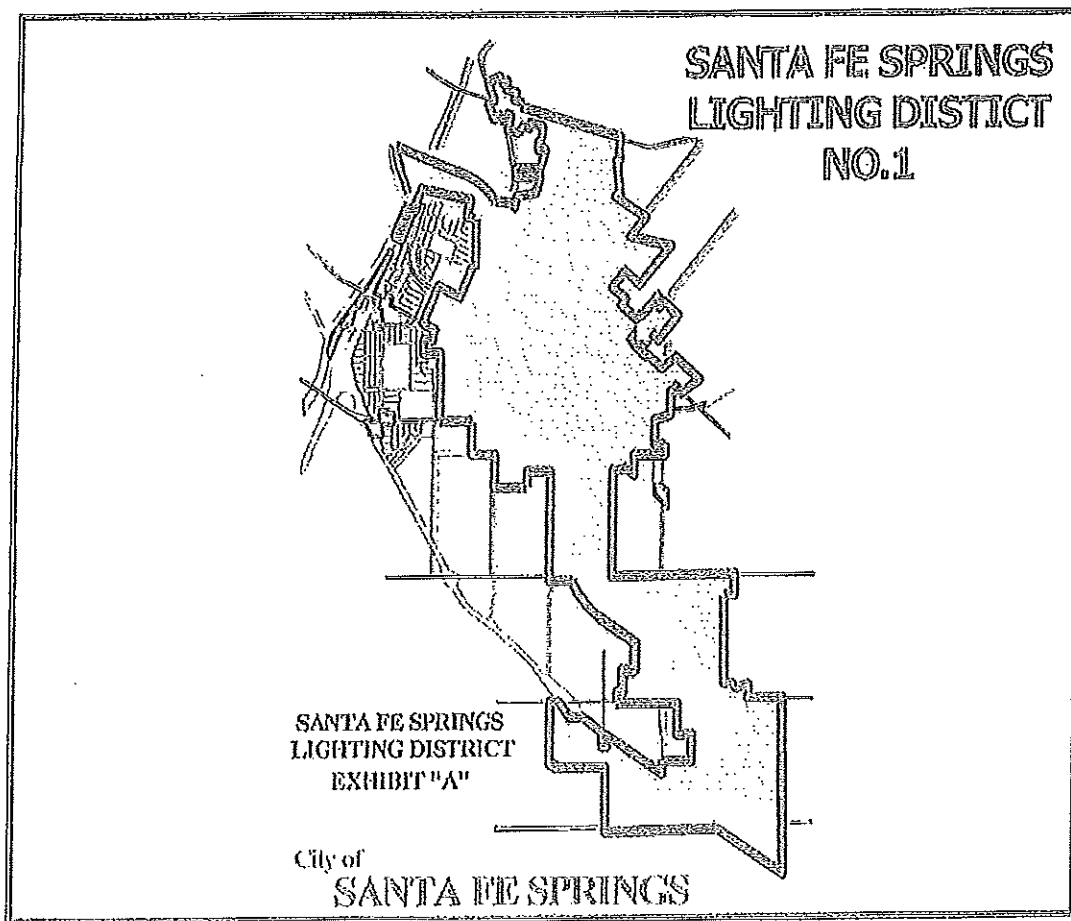
Location Map
Resolution No. 9337

Report Submitted By: Don Jensen, Director
Department of Public Works

Date of Report: July 6, 2011

EXHIBIT A - DISTRICT ASSESSMENT DIAGRAM

An Assessment District Diagram has been prepared for the District in the format required by the 1972 Act and is on file in the Office of the City Clerk at the City Hall of Santa Fe Springs and by reference is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk during normal business hours.



RESOLUTION NO. 9337

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

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

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT

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

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

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

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 14th day of July 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

July 14, 2011

PUBLIC HEARING

Resolution No. 9338 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2011/12

RECOMMENDATION

That the City Council take the following actions:

1. Conduct a public hearing and adopt Resolution No. 9338, confirming the diagram and assessment, and providing for annual assessment levy; and
2. Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2011/2012.

BACKGROUND

On June 23, 2011, the City Council adopted Resolution No. 9332 declaring its intention to levy an assessment for street maintenance and repair of the streets located within the Heritage Springs Assessment District No. 2001-1. Resolution No. 9332 also set the Public Hearing for 6:00 p.m. on July 14, 2011, and a notice was published in the Whittier Daily News on July 4, 2011.

The net assessment to be distributed over the district for Fiscal Year 2011/12 is \$33,373. This sum shall be assessed according to the benefits received by properties located within the Heritage Springs Assessment District No. 2001-1. The methodology for distributing the assessments over the district comply with the requirements of State Proposition 218.

FISCAL IMPACT

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

INFRASTRUCTURE IMPACT

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


Thaddeus McCormack
City Manager

Attachment(s):

1. Location Map
2. Resolution No. 9338

Report Submitted By: Don Jensen, Director
Department of Public Works

Date of Report: July 7, 2011



ASSESSMENT DIAGRAM

HERITAGE SPRINGS
ASSESSMENT DISTRICT 2001-1

LOCATION MAP



ATTACHMENT 1

RESOLUTION NO. 9338

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
DIRECTING THE LEVY OF ANNUAL ASSESSMENTS
IN THE CITY OF SANTA FE SPRINGS
HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1
FOR FISCAL YEAR 2011/2012

CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1

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

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

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

WHEREAS, under the Act, this Council and for the annual levy of the Assessments, on June 23, 2011, has adopted Resolution No. 9332, a Resolution of the City Council of the City of Santa Fe Springs of Intention to Levy Annual Assessments for the City of Santa Fe Springs Heritage Springs Assessment District 2001-1 for Fiscal Year 2011/2012 (the "Intention Resolution") and approved the Engineer's Report (the "Engineer's Report") prepared pursuant to the Act for purposes of the levy of assessments for Fiscal Year 2011/2012; and

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

NOW, THEREFORE, IT IS ORDERED as follows:

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

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

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

4. Engineer's Report Approved. The Engineer's Report, in the form on file with the City Clerk and to which reference is hereby made for further particulars, including the estimates of costs and expenses, the apportionment of assessments and the assessment diagram contained in the Engineer's Report, was adopted on June 23, 2011 by Resolution No. 9331 shall stand as the Engineer's Report for FY 2011/2012.

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

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

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

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 14th day of July 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

July 14, 2011

CONTINUED BUSINESS/AWARD OF CONTRACT

Improvements of Pioneer Boulevard North of Los Nietos Road

RECOMMENDATION

That the City Council take the following actions:

1. Approve plans and specifications for the Improvement of Pioneer Boulevard North of Los Nietos Road;
2. Re-appropriate \$124,000 from Activity No. 5310-4800 from FY-10/11 to the FY-11/12 budget;
3. Reject the bids submitted by Excel Paving Company, United Paving and Shawnan on the grounds that they are non-responsive to the project specifications;
4. Accept the bids for the Improvement of Pioneer Boulevard North of Los Nietos Road; and
5. Award a contract to R.J. Noble of Orange, California, in the amount of \$144,309.90.

BACKGROUND

The City Council, at their meeting of May 11, 2011 authorized the City Engineer to advertise for construction bids for the subject project.

Bids were opened on June 9, 2011 and a total of ten bids were received. The low bidder for the project is R.J. Noble, of Orange, California in the amount of \$144,309.90. The average bid amount submitted for this project is approximately \$159,800. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
R.J. Noble	\$ 144,309.90
Hardy & Harper, Inc.	\$ 147,416.00
Terra Pave	\$ 147,818.40
Silvia Construction Inc.	\$ 152,624.44
Tyner Paving Company	\$ 157,821.20
EBS General Eng., Inc.	\$ 158,158.00
All American Asphalt	\$ 172,000.00

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: July 6, 2011

Rejection of Non-Responsive Bids

Staff recommends that the bids from Excel Paving Company, United Paving and Shawnan be rejected on the following grounds. The bids were opened on June 9, 2011, and per the project specifications the bids are valid for thirty (30) days after the bid opening. Since the thirty day period has elapsed, staff requested that all bidders extend their bid beyond the 30-day review period. Written responses were received from seven of the ten bidders. Responses were not received from Excel Paving Company, United Paving and Shawnan; therefore, their bids are deemed non-responsive.

Selection of Lowest Responsible and Responsive Bidder

The bid submitted by R.J. Noble is 16% above the Engineer's Estimate of \$124,883.20. The primary reason for the work exceeding the Engineer's Estimate is attributed to the increase in the market price of asphalt material. The Department of Public Works has reviewed the bids and has determined the low bid submitted by R.J. Noble to be satisfactory.

Given that all the bids have exceeded the Engineer's Estimate, all bids may be rejected by the Council. However, staff does not recommend rejection of all bids since the bid amount is not likely to reduce if the project is re-bid. Further delaying the improvements to Pioneer Boulevard is also not desirous by staff.

PLANS AND SPECIFICATIONS

A copy of the plans and specifications are available for review in the City Clerk's office. Staff requests the approval of plans and specifications for the Improvements at Pioneer Boulevard North of Los Nietos Road.

FISCAL IMPACT

By re-appropriating the unspent \$124,000 from FY 10-11, sufficient funding will be available for this project.



Thaddeus McCormack
City Manager

Attachment(s):

None.



City of Santa Fe Springs

City Council Meeting

July 14, 2011

AWARD OF CONTRACT

Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No.75LX110 A/1, Federal No. 027650J

RECOMMENDATION

That the City Council take the following actions:

1. Approve plans and specifications for the Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No.75LX110 A/1, Federal No.027650J;
2. Accept the bids for the Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No.75LX110 A/1, Federal No.027650J; and
3. Award a contract to Bannaoun Engineers Constructors Corporation of Chatsworth, California, in the amount of \$136,876.30.

BACKGROUND

The City Council, at their meeting of May 11, 2011 authorized the City Engineer to advertise for construction bids for the subject project.

Bids were opened on June 14, 2011 and a total of nine (9) bids were received. The low bidder for the project was Bannaoun Engineers Constructors Corporation of Chatsworth, California in the amount of \$136,876.30. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Bannaoun Engineers Constructors Corp.	\$136,876.30
Tyner Paving Company	\$149,520.20
Shawnan	\$149,941.00
EBS Concrete Inc.	\$157,873.00
All American Asphalt	\$160,000.00
HYM Engineering	\$166,233.00
Sequel Contractors, Inc.	\$177,871.00
Excel Paving Company	\$187,833.00
Silvia Construction	\$197,641.90

The bid submitted by Bannaoun Engineers Constructors Corporation is 24.7% below the Engineer's Estimate of \$182,000.00. The Department of Public Works has reviewed the bids and has determined the low bid submitted by Bannaoun Engineers Constructors Corporation to be satisfactory.

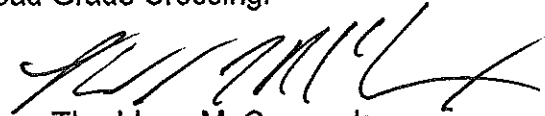
Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: June 29, 2011

PLANS AND SPECIFICATIONS

A copy of the plans and specifications are available for review in the City Clerk's office. Staff requests the approval of plans and specifications for the Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing.



Thaddeus McCormack
City Manager

Attachment(s):

None.



City of Santa Fe Springs

City Council Meeting

July 14, 2011

UNFINISHED BUSINESS

Extension of Contract between the City of Santa Fe Springs and Merchants Building Maintenance LLC for Janitorial Services

RECOMMENDATION

That the City Council take the following actions:

1. Approve a three (3) year extension of the contract with Merchants Building Maintenance LLC for janitorial services; and
2. Authorize the City Manager to execute a contract amendment with Merchants Building Maintenance LLC to incorporate the extension and service modifications into the contract agreement.

BACKGROUND

The City has had a contract with Merchants Building Maintenance LLC for janitorial services since 1998. The contract was most recently renewed in 2008 and was scheduled to expire on August 1, 2011. The City Council, at their meeting of April 28, 2011 authorized the City Manager to negotiate a 60-day extension of the existing contract. The existing basic contract amount is just over \$506,000. (The contract is on file in the City Clerk's office.)

Merchants has provided high quality and very responsive service consistently throughout their tenure. They have been able to provide additional staffing for special events and activities and have been accommodating to special requests with little or no notice.

In 2010, the City requested, and Merchants agreed to, a five percent (5%) pay reduction. The only impact of that change was a reduction in the services provided at the Betty Wilson Center.

Merchants Building Maintenance LLC has agreed to maintain the (5%) reduction through the next three year contract period and has offered an additional (3%) savings based on a reduction of dusting and vacuuming frequency. The action being recommended by staff is a reflection on the quality of work being done by Merchants Building Maintenance and their willingness to cooperate and assist the City during this time of significant fiscal challenges.

FISCAL IMPACT

This would ensure an 8% cost savings for janitorial services for FY 11-12 which amounts to about \$40,000 in savings to the City.

INFRASTRUCTURE IMPACT

The extension of the existing contract for janitorial services will not have a direct impact on City infrastructure.

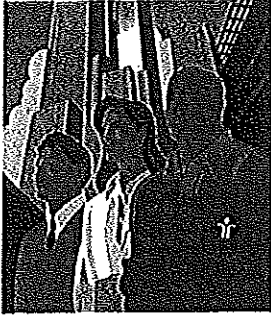

Thaddeus McCormack
City Manager

Attachment(s):

1. Letter from Merchants

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: July 6, 2011



merchants building maintenance, LLC

June 08, 2011

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

Re: Price reduction

Dear Mr. Kammerzell,

The current price is \$42,539.02 per month.

With a 3% reduction the price would be \$41,248.15 with this reduction we will reduce the frequency to dusting and vacuuming to 3 days per week except for the main hallways and lobbies to be done daily.

With a 5% reduction the price would be \$40,322.12 with this reduction we will reduce the frequency to dusting and vacuuming to 2 days per week except for the main hallways and lobbies to be done daily and reduce the health insurance of the employees except for the project manager and night supervisor.

Should you have any questions or require further information please feel free to give me a call at (714) 973-9272, Fax (714) 973-2124.

Sincerely,

George Rodriguez
Branch Manager
Merchants Building Maintenance



City of Santa Fe Springs

City Council

July 14, 2011

NEW BUSINESS

Designation of Voting Delegate/Alternate for the League of California Cities Annual Conference – September 21-23, 2011, San Francisco

RECOMMENDATION

That the City Council appoint a voting delegate or, alternatively, up to two alternate voting delegates for purposes of voting at the League of California Cities Annual Conference and Business Meeting.

BACKGROUND

In order to vote at the League of California Cities Annual Conference and Business Meeting, September 21-23, 2011, the City Council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, the City may appoint up to two alternate voting delegates.

If no Councilmembers are available to serve as delegate, the City Manager would request that Council give him the authority to select alternates from among staff members who will be in attendance.

Thaddeus McCormack
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Request Approval to Donate a 1981 International Fire Engine to the Boy Scouts of America

RECOMMENDATION

That the City Council authorize the Fire Chief to donate a 1981 International Fire Engine to the Boy Scouts of America Forest Lawn Scout Reservation.

BACKGROUND

The Fire Department has a 1981 International Fire Engine which was donated to the Fire Department from the Rio Hondo Fire Academy. This Engine has very little resale value if any. The Fire Department would like to donate the apparatus to the Boy Scouts of America Forest Lawn Scout Reservation in Cedar Glen, near Lake Arrowhead, for their use in protecting the camp.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

July 14, 2011

UNFINISHED BUSINESS

Traffic Study—Orr and Day Road between Florence Avenue and Clarkman Street

RECOMMENDATION

That the City Council approve the prohibition of northbound left turns on Orr and Day Road at Longworth Avenue.

BACKGROUND


At their meeting of December 17, 2009, the City Council reviewed a report recommending the prohibition of northbound left turns on Orr and Day Road at Longworth Avenue subsequent to the November 2009 Traffic Commission review of the same report. The City Council directed staff to determine what, if any, impacts would occur at the intersection of Orr and Day Road and Clarkman Street as a result of the proposed northbound left turn prohibition at Orr and Day Road and Longworth Avenue, particularly during the hours of student arrival and dismissal from Santa Fe High School.

Since that time, additional traffic counts have been performed and collision histories added and updated as necessary. The updated report presents a review of the existing conditions including roadway geometrics along the entire Orr and Day Road corridor between Longworth Avenue and Clarkman Street, including updated collision history and field observations as well as addressing the items of concern to the City Council. The Traffic Commission reviewed this revised report at their meeting of June 16, 2010 and voted 3 to 0 to recommend to the City Council that northbound left turns be prohibited on Orr and Day Road at Longworth Avenue.


Thaddeus McCormack
City Manager

Attachment(s)

1. Traffic Commission Report

Report Submitted By: Don Jensen, Director 
Department of Public Works

Date of Report: July 6, 2011



City of Santa Fe Springs

Traffic Commission Meeting

June 16, 2011

NEW BUSINESS

Traffic Study - Orr and Day Road between Florence Avenue and Clarkman Street

RECOMMENDATION

That the Traffic Commission recommend to the City Council that northbound left turns on Orr and Day Road at Longworth Avenue be prohibited.

DISCUSSION

In November 2009, the Traffic Commission reviewed a staff report that recommended the prohibiting of northbound left turns at the intersection of Orr and Day Road and Longworth Avenue. The Commission voted 4 to 0 to recommend to the City Council that northbound left turns be prohibited at the aforementioned intersection. At their meeting of December 17, 2009, the City Council reviewed the recommendation and directed staff to determine what, if any, impacts would occur at the intersection of Orr and Day Road and Clarkman Street due to the prohibition of northbound left turns at Orr and Day Road and Longworth Avenue. Subsequently, there has been a request to review the operation at the intersection Orr and Day Road and Clarkman Street during the hours that students are arriving and leaving Santa Fe High School. This report will present a review of the existing conditions including roadway geometrics along the entire Orr and Day Road corridor between Longworth Avenue and Clarkman Street, provide updated collision history and field observations, including addressing the items of concern to the City Council.

Orr and Day Road is classified as a major arterial highway and runs in a north/south orientation between Florence Avenue and Telegraph Road. Orr and Day Road is a divided highway with raised medians and striped for two lanes in each direction. The street is 80 feet wide curb-to-curb and the speed limit is a posted 35 miles-per-hour. The development along Orr and Day Road in this area is non-fronting residential and fronting residential separated by service road on the west side and a Mobil service station and a parking lot for the Florence Avenue Foursquare Church on the east side. Parking is generally restricted along the segment of Orr and Day Road between Florence Avenue and Otto Street. Between Otto Street and Clarkman Street, parking is generally allowed on the east side but prohibited on the west side.

Longworth Avenue is a residential collector street that begins at Davenrich Street on the north and runs southerly and then curves easterly and terminates at Orr and Day Road to form a T-Intersection. Longworth is 36 feet wide curb-to-curb and the speed limit is a prima facie 25 miles-per-hour. Parking is allowed on Longworth Avenue. Eastbound traffic on Longworth Avenue is controlled by a Stop sign.

The intersection of Orr and Day Road and Longworth Avenue is located approximately 200 feet north of the intersection of Florence Avenue and Orr and Day Road. The current signing and striping conditions for northbound traffic are such that Orr and Day Road is striped for two through-lanes and there is an R3-4 sign that prohibits northbound U-turns at the location. On the east side of the intersection there is a driveway into the Florence Avenue Foursquare Church parking lot. There is also a southbound left turn lane for motorists wanting to turn into the aforementioned driveway to the church parking lot. There is a raised median that separates northbound Orr and Day Road from southbound between Florence Avenue and Longworth Street. The morning and afternoon peak hour intersection turning movement counts were done at the subject location on Wednesday November 4, 2009. Even though these counts are 17 months old there has not been any significant development in this immediate area that would increase the traffic counts along Orr and Day Road. In addition, a Midday Peak Hour count was done on June 7, 2011 in order to have comparable traffic counts during the same time periods for both intersections. The results of the turning movement counts are shown on Figure A (AM Peak) and Figure B (PM Peak) and Figure C (Midday Peak).

A review of the collision history at the subject intersection indicates that there have been eight collisions at this intersection since the year 2000. These collisions are depicted on the attached Figure D which is a collision diagram that was prepared for the subject intersection. Only the collision that occurred on December 3, 2003 involved a northbound left turning vehicle.

The section of Clarkman Street that runs westerly from Orr and Day Road and terminates at the I-605 Freeway is also a residential collector. Clarkman Street is 36 feet wide curb-to-curb and the speed limit is a prima facie 25 miles-per-hour. Parking is allowed on Clarkman Street. An entrance-only driveway to Santa Fe High School is located on the east side of the Orr and Day Road-Clarkman Street intersection. The intersection of Orr and Day Road and Clarkman Street is controlled by a fully-actuated traffic signal. Manual Peak Hour counts were done during the morning, midday and afternoon peak hours in January 2010. Figure E depicts the AM Peak, Figure F depicts the Midday Peak, and Figure G depicts the results of the PM Peak count. Figure H is a Collision Diagram prepared for this intersection. It shows that a total of 12 collisions have occurred at this intersection since the year 2000 with one collision occurring within the past 39 months.

In the previous report, Staff had indicated that there is a dual-left turn lane on eastbound Florence Avenue that allows motorists to turn onto northbound Orr and Day Road and then proceed to turn left onto Longworth Avenue. The left turn movement at Longworth Avenue can directly impact the operation of the intersection of Florence Avenue/Orr and Day Road. The fact that there is no left turn lane or

pocket available for northbound motorists to turn left from Orr and Day Road onto Longworth Avenue, when a northbound motorist does attempt a left turn at Longworth Avenue during peak hours, their vehicle is stopped in the number one northbound lane of Orr and Day Road and blocks any vehicle movement in this lane. Due to the proximity of the subject intersection to the intersection of Florence Avenue and Orr and Day Road, there is a high probability for the left turning traffic from Orr and Day Road to be backed up onto Florence Avenue. There is also a potential for rear end-type collisions as motorists turning from Florence Avenue onto Orr and Day Road may not be expecting the number one lane to be stopping in that area.

Staff had previously investigated the possibility of providing a striped northbound left turn lane but it was determined not to be feasible for the following reasons:

1. The majority of left turn lanes are designed to be directly opposite each other and this positioning aides in each of the motorist's ability to see around the opposing left turning vehicle without having to encroach into the path of opposing through-traffic. Due to the horizontal offset that exists between the southbound left turn lane and northbound number one lane on Orr and Day Road at this location, it would very difficult for left turning motorists to see around each other without encroaching into an opposing through-lane. This is especially the case for southbound left turning vehicles.
2. The proximity of the subject intersection to the intersection of Florence Avenue and Orr and Day Road is such that a left turn lane at Longworth Avenue would be of substandard length and might encourage more motorists to attempt left turns and u-turns at this location and could create a backup of northbound traffic into the intersection of Florence Avenue and Orr and Day Road.

Staff reviewed the traffic operation of the intersection of Orr and Day Road and Clarkman Street as this would be the next available location for motorists to turn left from Orr and Day Road and enter the residential area west of Orr and Day Road. The volume to capacity ratio and Level of Service tools were used to determine the current intersection operating conditions. The volume to capacity (v/c) ratio for the afternoon Peak Hour was calculated for this intersection in order to determine how the intersection is operating. The volume to capacity calculation is a tool that is used to determine critical traffic volumes and critical approaches that may impact the operation of an intersection. The v/c ratio is a calculated value that ranges from 0.0 to 1.0 or greater and superimposes existing traffic volumes onto existing available traffic lanes based on an assumed lane capacity of 1,600 vehicles per-hour per-lane together with a .05 clearance interval. From the v/c ratio we are able to determine the Level of Service for an intersection. The Level of Service (LOS) is a way to

describe how vehicular traffic at an intersection or street segment is flowing or not flowing. LOS values vary from LOS "A" (low volumes, high speeds, i.e. free flow conditions) to LOS "F" (long queues of traffic, most vehicles have to wait for two signal cycles to clear intersection, i.e. unstable flow). The results of the v/c ratio calculation done for the existing afternoon Peak Hour condition at Orr and Day Road/Clarkman Street intersection indicates that the intersection functions at a Level of Service "A". We then took the existing northbound left-turn volume from Orr and Day Road/Longworth Avenue and added that volume to the existing northbound left turn volume at Clarkman Street and recalculated the v/c ratio and found there was a 5.6% increase to the intersection v/c ratio but the intersection remained at LOS "A". Table 1 shows the v/c ratio calculations for both the existing conditions and the addition of the left turns from Longworth Avenue. Thus, based on random arrivals of northbound left turning vehicles at Orr and Day Road/Clarkman Street and based on our calculations, the intersection can handle the additional northbound left turning traffic that would be added due to the proposal to prohibit northbound left turns at Orr and Day Road/Longworth Avenue.

Staff recommends that the Traffic Commission recommend to the City Council that northbound left turns be prohibited on Orr and Day Road at Longworth Avenue. The prohibition of left turns at Longworth Avenue and Orr and Day Road would mean that the next available location for northbound motorists to enter the residential area west of Orr and Day Road would be at Clarkman Street. The intersection of Clarkman Street and Orr and Day Road is signalized with a fully-actuated traffic signal and has left-turn lanes that are located directly across from each other and our calculations have shown that there is available capacity at this intersection to handle the additional northbound left turn traffic.



Noe Negrete
Assistant Director of Public Works

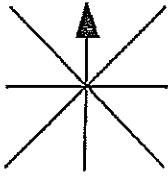
Attachment(s)

Figures A, B, C, D, E, F, G and H
Table 1

CITY OF SANTA FE SPRINGS INTERSECTION VEHICLE TURN COUNT

LOCATION: Orr & Day Road/Longworth Avenue

DATE: 11/4/09



INDICATE NORTH
BY ARROW

TIME: 7:30 TO: 8:30 A.M.

WEATHER: Clear & Sunny

OBSERVERS: S.M-C.

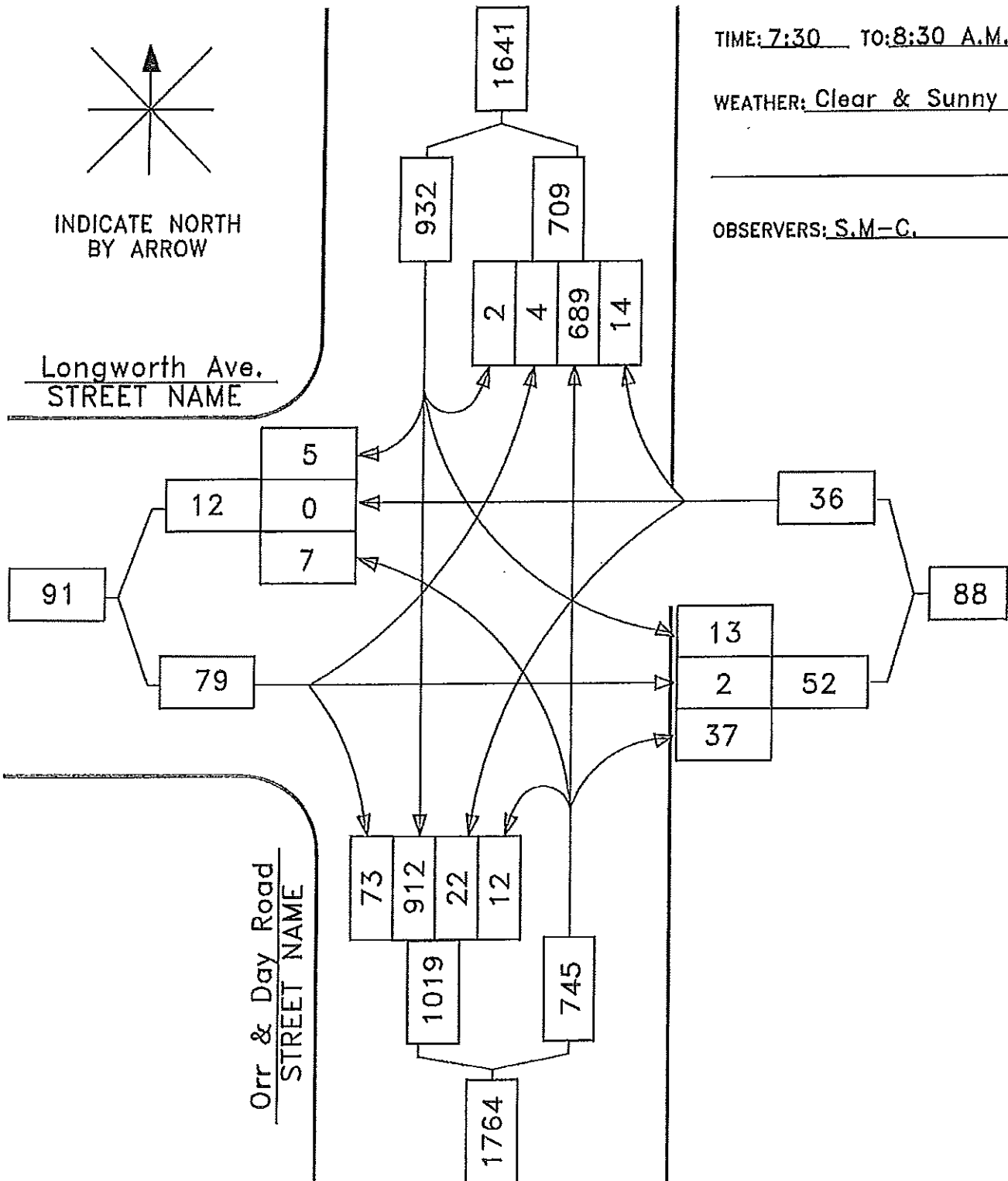
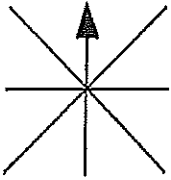


FIGURE A

CITY OF SANTA FE SPRINGS INTERSECTION VEHICLE TURN COUNT

LOCATION: Orr & Day Road/Longworth Avenue

DATE: 6/7/11



INDICATE NORTH
BY ARROW

Longworth Ave.
STREET NAME

TIME: 2:30 TO: 3:30 P.M.

WEATHER: Clear & Sunny

OBSERVERS: S.M-C.

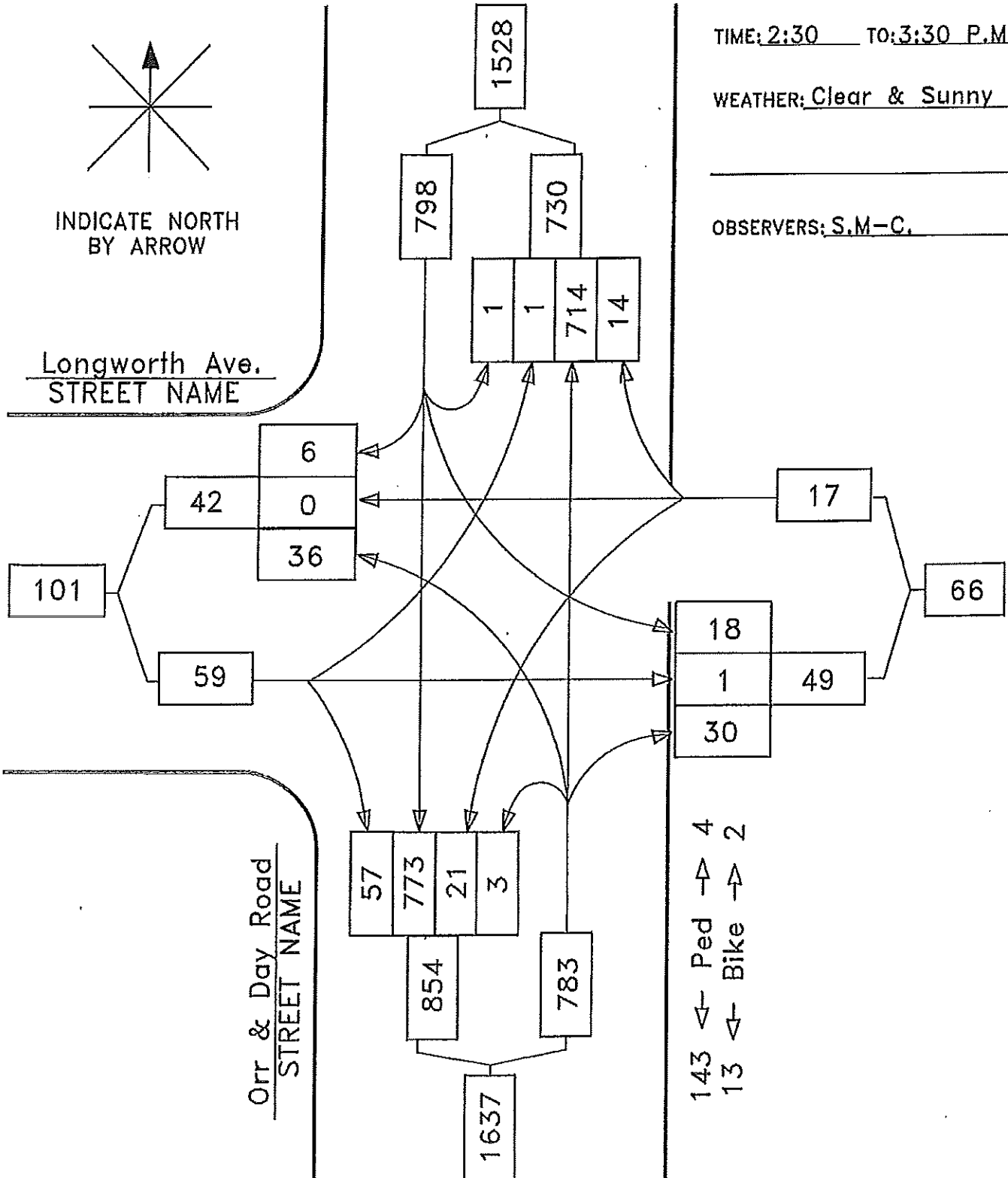
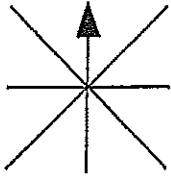


FIGURE B

CITY OF SANTA FE SPRINGS INTERSECTION VEHICLE TURN COUNT

LOCATION: Orr & Day Road/Longworth Avenue

DATE: 11/4/09



INDICATE NORTH
BY ARROW

TIME: 4:30 TO: 5:30 P.M.

WEATHER: Clear & Sunny

OBSERVERS: S.M-C.

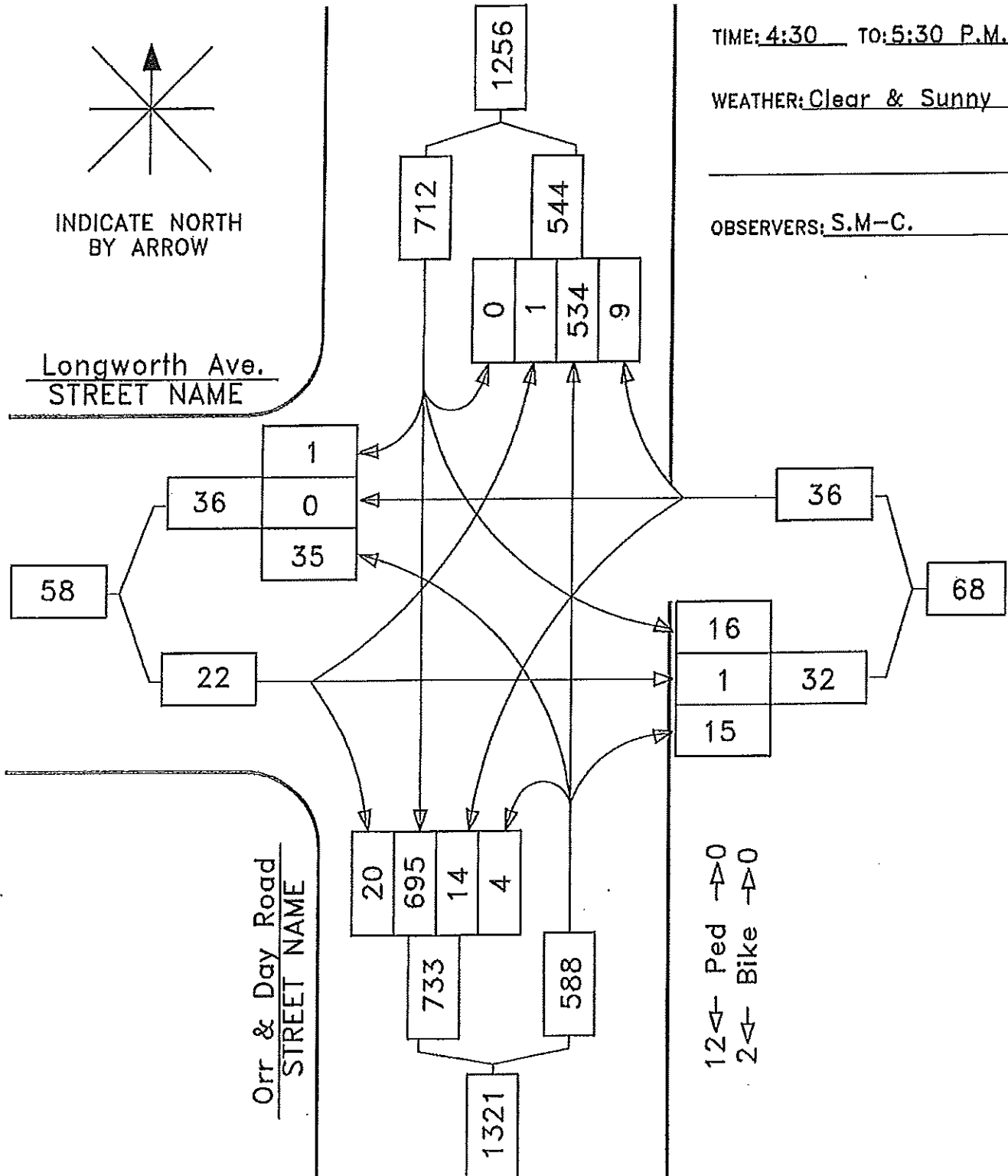


FIGURE C

COLLISION DIAGRAM

CITY OF SANTA FE SPRINGS

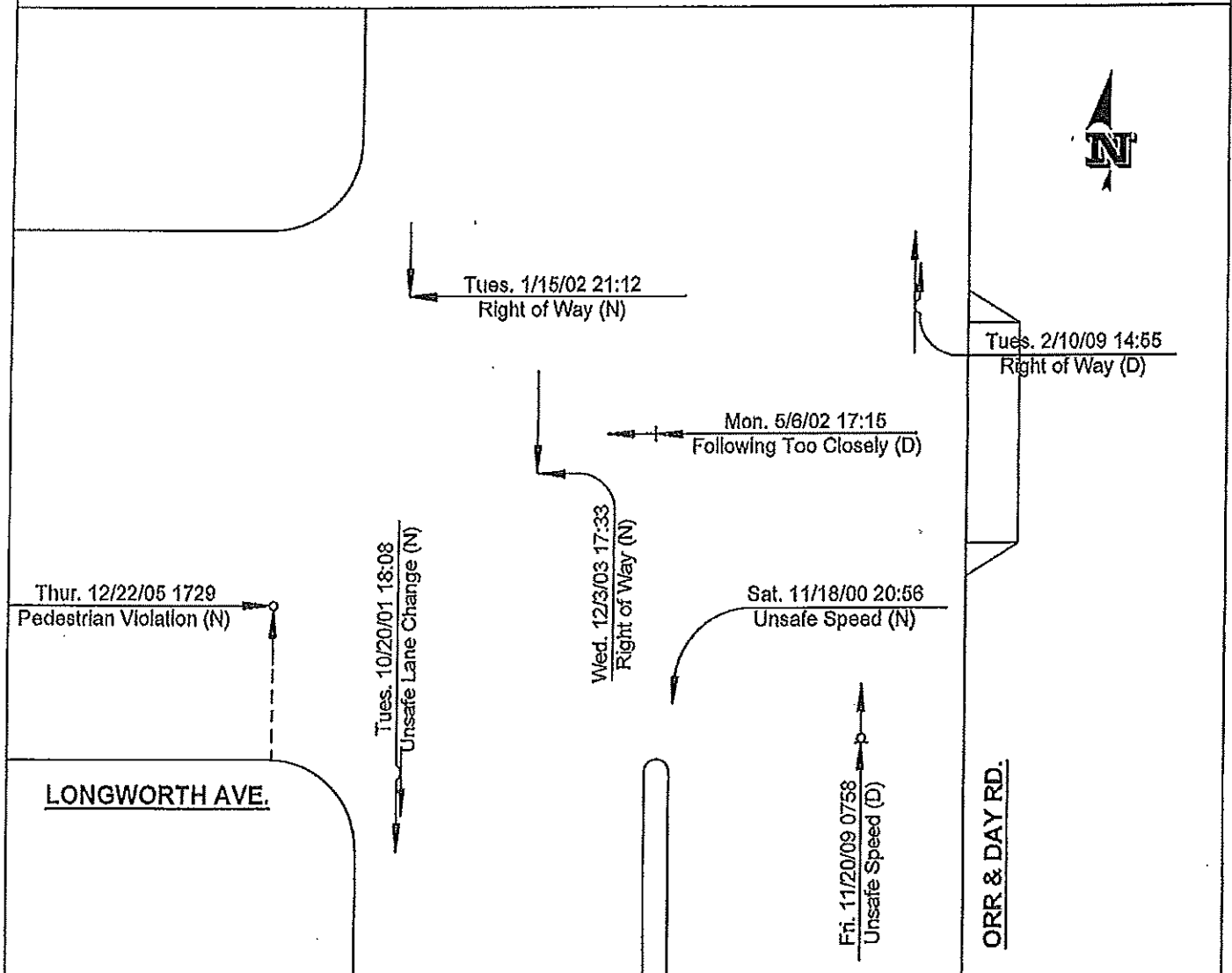
INTERSECTION: LONGWORTH AVENUE AND ORR & DAY ROAD

PERIOD: Ten Years and Four Months

FROM: 1/1/00 TO 4/30/11

PREPARED BY: S. M.-C.

DATE PREPARED: 6/6/11



LEGEND

- PATH OF MOVING MOTOR VEHICLES
- PEDESTRIAN PATH
- FATAL
- INJURY
- REAR-END COLLISION
- PARKED VEHICLE
- FIXED OBJECT
- OVERTURNED
- OUT OF CONTROL
- SIDESWIPE
- HEAD-ON

TYPE	DAY	NIGHT	TOTAL
FATAL	0	0	0
PED. INJURY	0	1	1
OTHER INJURY	1	0	1
PROPERTY DAMAGE ONLY	2	4	6
TOTAL	3	5	8

FIGURE D

CITY OF SANTA FE SPRINGS
INTERSECTION VEHICLE TURN COUNT

LOCATION: ORR & DAY ROAD AND CLARKMAN STREET

DATE: 1/6/10

TIME: 7:30 TO: 8:30 A.M.

WEATHER: Clear & Sunny

OBSERVERS: S.M-C.

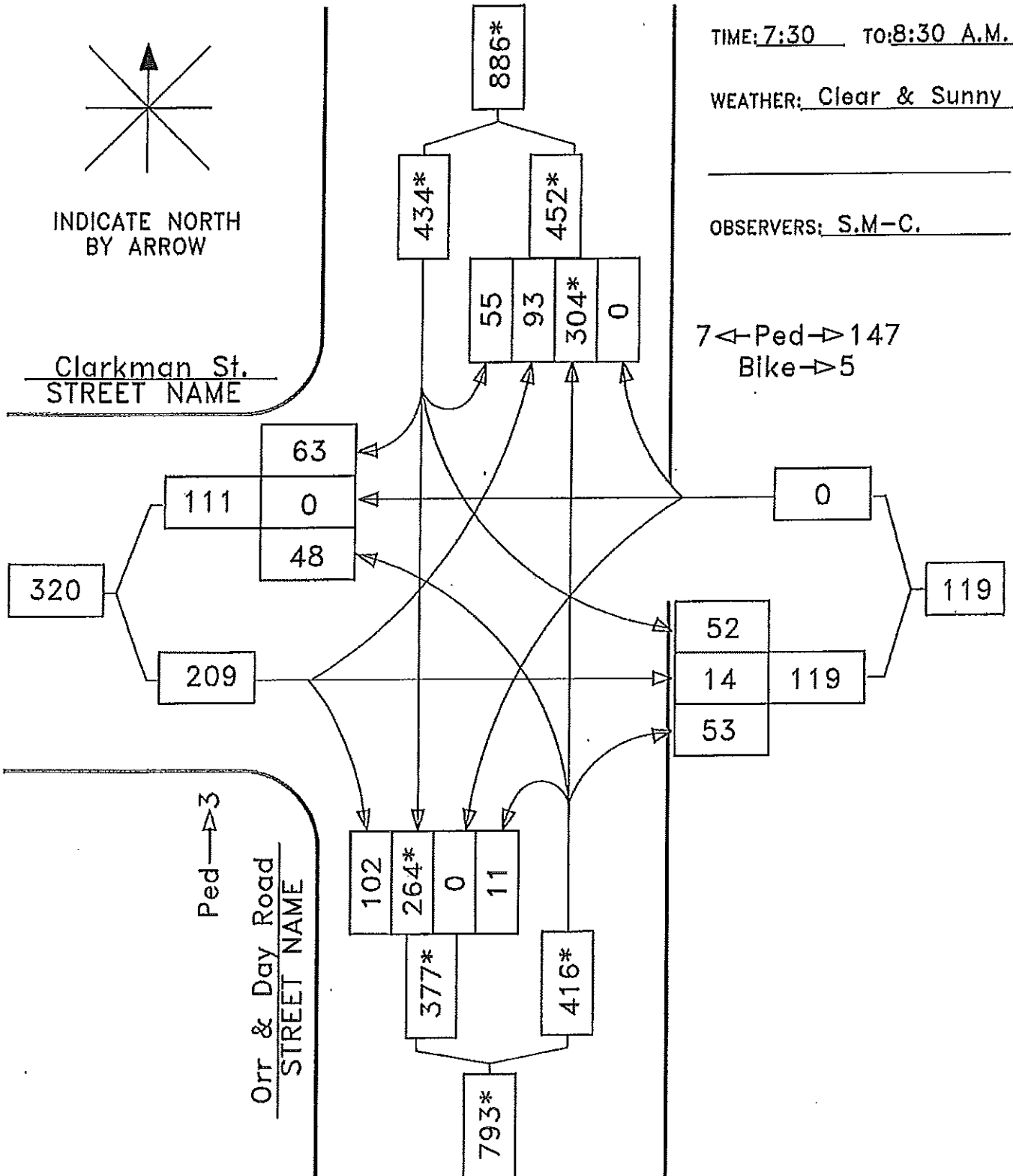
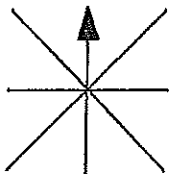


FIGURE E

**CITY OF SANTA FE SPRINGS
INTERSECTION VEHICLE TURN COUNT**

LOCATION: ORR & DAY ROAD AND CLARKMAN STREET

DATE: 1/5/10



INDICATE NORTH
BY ARROW

TIME: 2:30 TO: 3:30 P.M.

WEATHER: Clear & Sunny

OBSERVERS: S.M-C.

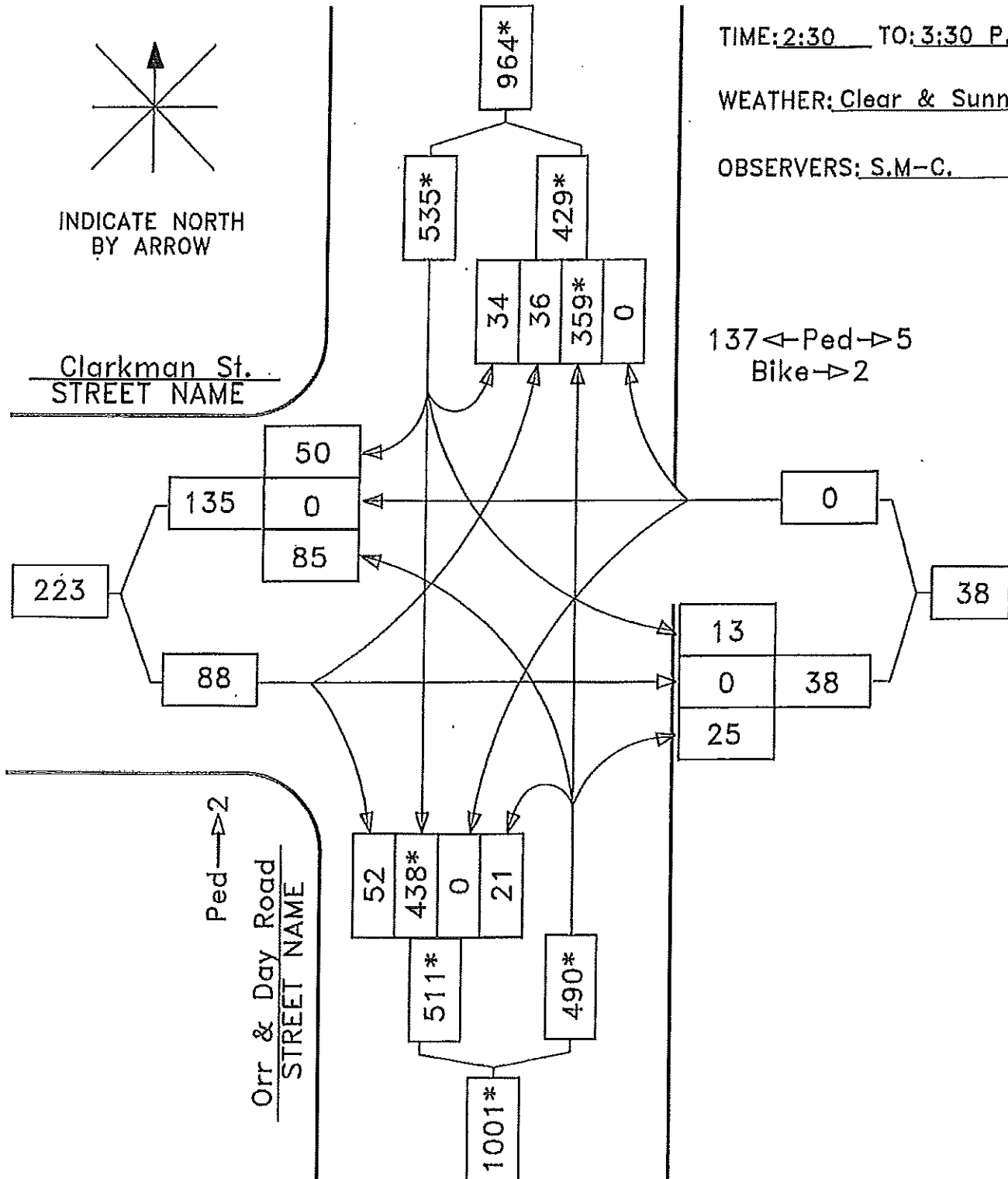
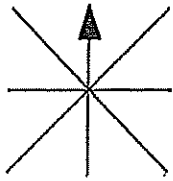


FIGURE F

CITY OF SANTA FE SPRINGS INTERSECTION VEHICLE TURN COUNT

LOCATION: Orr & Day Road/Clarkman Street

DATE: 1/6/10



INDICATE NORTH
BY ARROW

TIME: 4:30 TO: 5:30 P.M.

WEATHER: Clear & Sunny

OBSERVERS: S.M-C.

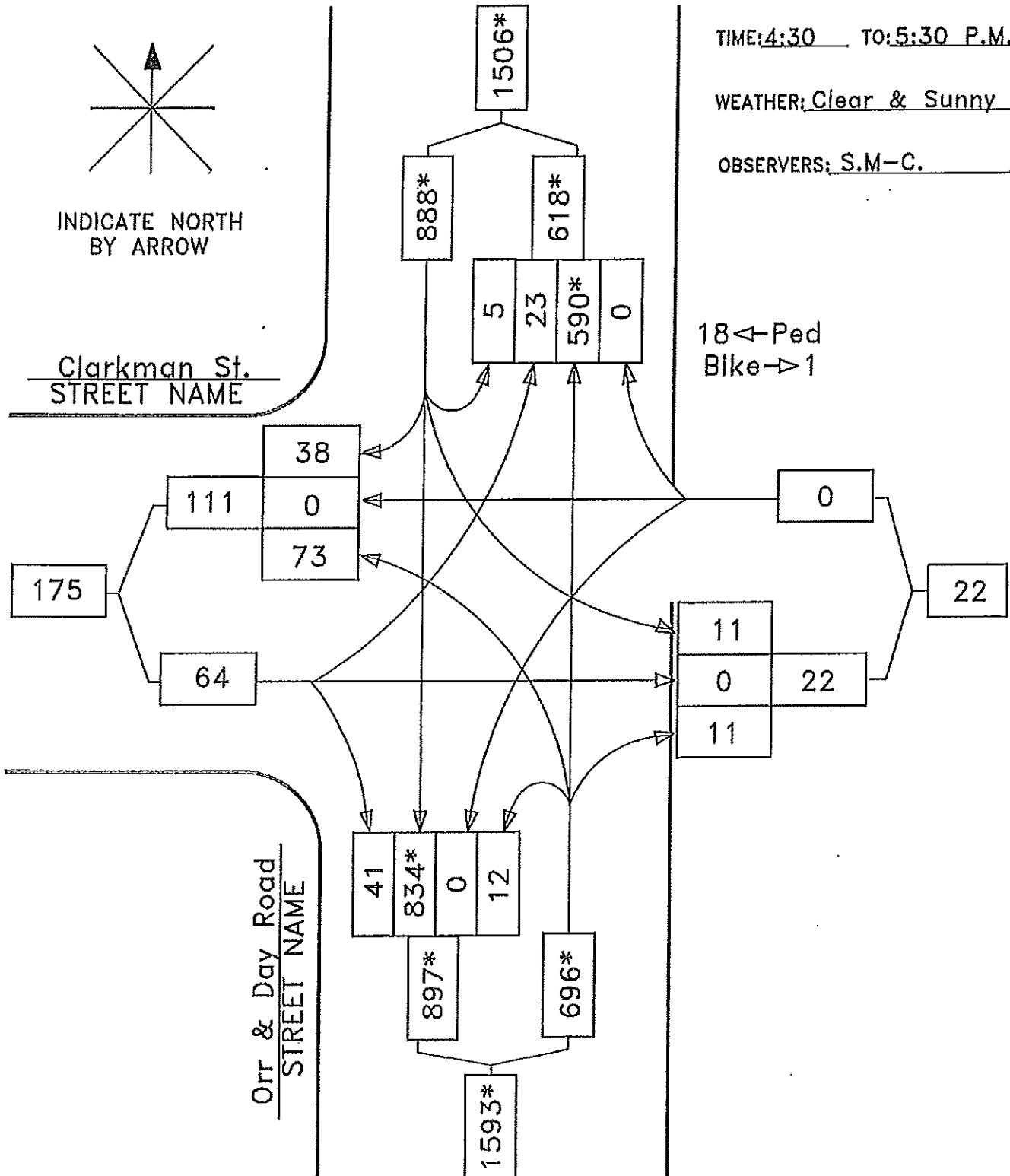


FIGURE G

COLLISION DIAGRAM

CITY OF SANTA FE SPRINGS

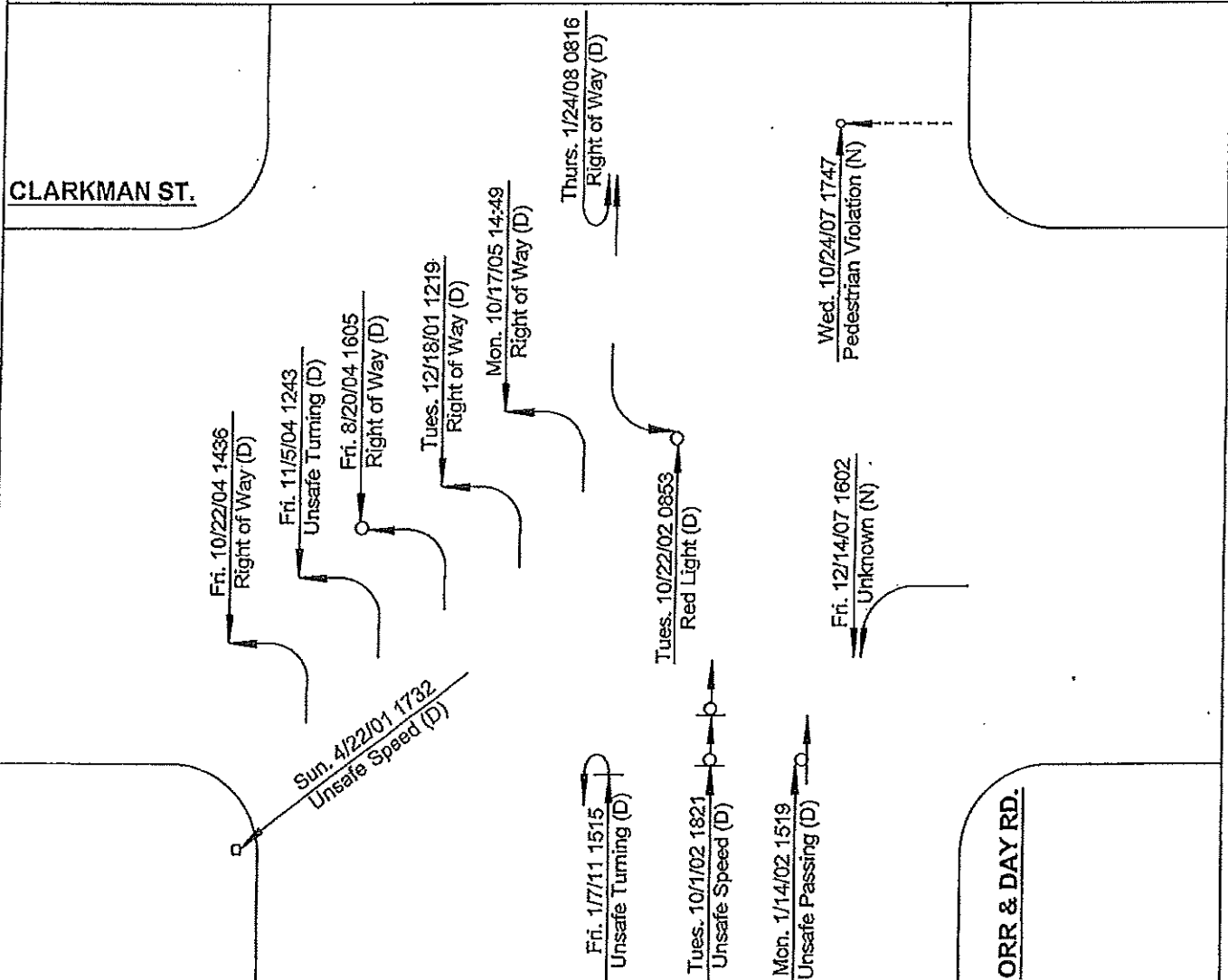
INTERSECTION: ORR & DAY ROAD AND CLARKMAN STREET

PERIOD: Ten Years and Four Months

FROM: 1/1/00 TO 4/30/11

PREPARED BY: S. M.-C.

DATE PREPARED: 6/6/11



LEGEND

- PATH OF MOVING MOTOR VEHICLES
- PEDESTRIAN PATH
- FATAL
- INJURY
- REAR-END COLLISION
- PARKED VEHICLE
- FIXED OBJECT
- OVERTURNED
- OUT OF CONTROL
- SIDESWIPE
- HEAD-ON

TYPE	DAY	NIGHT	TOTAL
FATAL	0	0	0
PED. INJURY	0	1	1
OTHER INJURY	4	0	4
PROPERTY DAMAGE ONLY	8	0	8
TOTAL	12	1	13

FIGURE H

**V/C RATIO CALCULATION
ORR AND DAY RD./CLARKMAN ST.**

(BASED ON EXISTING TRAFFIC COUNTS)

	Movement	No. Lanes	Capacity	Volume	V/C
NB	LT	1	1600	73	0.046
	Thru	2	3200	601	0.188
	RT	0	0	0	0
SB	LT	1	1600	11	0.007
	Thru	2	3200	872	0.273
	RT*	0	0	38	0
EB	LT	1	1600	23	0.014
	Thru	1	3200	0	0
	RT	1	1600	41	0.026
WB	LT	0	1600	0	0
	Thru	0	3200	0	0
	RT	0	0	0	0
Intersection Volume				1659	
Signal Phasing Loss Factor					0.05
Intersection V/C Ratio					0.394

LEVEL OF SERVICE (LOS)

A

Critical movements highlighted in red
**Included right turns in with thru volume*

(REVISED L.O.S. INCLUDED 35 LEFT TURNS FROM LONGWORTH)

	Movement	No. Lanes	Capacity	Volume	V/C
NB	LT**	1	1600	108	0.068
	Thru	2	3200	601	0.188
	RT	0	0	0	0
SB	LT	1	1600	11	0.007
	Thru	2	3200	872	0.273
	RT*	0	0	38	0
EB	LT	1	1600	23	0.014
	Thru	1	3200	0	0
	RT	1	1600	41	0.026
WB	LT	0	1600	0	0
	Thru	0	3200	0	0
	RT	0	0	0	0
Intersection Volume				1694	
Signal Phasing Loss Factor					0.05
Intersection V/C Ratio					0.416

LEVEL OF SERVICE (LOS)

A

Critical movements highlighted in red
***added 35 vehicles that would have turned at Longworth Ave.*

TABLE 1



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Approval of Utility Agreement No. 7UA-11565 with the State Department of Transportation for the Carmenita Road/Interstate 5 Widening Project

RECOMMENDATION

That the City Council approve Utility Agreement No. 7UA-11565 between the State Department of Transportation and City of Santa Fe Springs for the Carmenita Road/Interstate 5 Freeway Widening Project and authorize the Director of Public Works to execute the Agreement.

BACKGROUND

The State Department of Transportation is preparing to proceed with construction of the Carmenita Road/Interstate 5 (I-5) Segment of the I-5 Freeway Widening Project. In conjunction with the State's project, underground utilities will need to be relocated in order to avoid conflicting with work to be done by the State's contractor.

The Carmenita Road/I-5 Segment will involve the reconstruction of the Carmenita Road bridge over the I-5, as well as major changes in the grade of Freeway Drive and modification of other local City streets. This work will require about 14,000 feet of City waterlines to be relocated.

The Utility Agreement (UA) attached to this report was prepared by the State to formalize the State's obligation to reimburse the City of Santa Fe Springs for all utility relocation work to be done by the City. As indicated in the UA, the estimated cost of the work that needs to be done is \$3,016,136.

Staff has reviewed the UA and is recommending that the City Council authorize the Director of Public Works to execute the agreement.

FISCAL IMPACT

The City of Santa Fe Springs will be reimbursed up to a maximum of \$3,016,136 for work to be done. Should it later be determined that the final cost of the work will exceed that amount, the agreement can be amended to cover the updated cost.


INFRASTRUCTURE IMPACT

Execution of the agreement will allow the City to be reimbursed for relocation of City-owned facilities in conflict with the proposed widening of the I-5 Freeway.


Thaddeus McCormack
City Manager

Attachment(s)

Utility Agreement No. 7UA-11565

Report Submitted By: Don Jensen, Director 
Department of Public Works

Date of Report: June 15, 2011

Dist.	Co.	Rte.	K.P.	E.A.
7	LA	5	2.9/4.9	2159C1
Federal Aid No.: ACNHI 52(926)				
Owner's File: 11565				
Federal Participation:		On the Project:	<input checked="" type="checkbox"/> yes	no
		On the Utilities:	<input checked="" type="checkbox"/> yes	no
Access Code 2159C1				

UTILITY AGREEMENT NO. 7UA- 11565 DATE _____

The State of California acting by and through the Department of Transportation, hereinafter called "STATE" proposes to reconstruct Interchange in Santa Fe Springs and Norwalk from 0.2KM North of Alondra Blvd. Overcrossing to Shoemaker Avenue overcrossing. **City of Santa Fe Springs Water** herein after called "Owner" owns and maintains fire hydrants, mains and water pipelines within the limits of the STATE'S project which requires relocation to accommodate STATE'S project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

A."In accordance with Notice to Owner No. 7-11565 date 1/7/10, Owner shall Relocate fire hydrants, mains and water pipelines. All work shall be performed substantially In accordance with OWNER's Plan No. 07W289-1 dated 5/11/09, a copy of which is on file in the District Office of the Department of Transportation at 100 S. Main Street Los Angeles, California 90012. Deviations from the OWNER's plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notice to Owner, approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the agreement in addition to the revised Notice to Owner. Owner shall have the right to inspect the work by the STATE'S contractor during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to State ownership of the replaced facilities."

II. LIABILITY FOR WORK

"The existing facilities are lawfully maintained in their present location and qualify for relocation At STATE expense under the provisions of Section (703) of the Streets and Highway Code." expense.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or to cause the herein-described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.

Prevailing Wage Requirements for Contracted Work

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to prevailing wage requirements. Owner shall verify compliance with this requirement in the administration of its contracts referenced above.

PAYMENTS FOR WORK

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER'S itemized bill signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission whichever is applicable.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER'S facilities in the new location and that OWNER shall give credit "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded cost as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this agreement. Payment of progress bills which exceed the amount of this Agreement may be after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section 1. above. If the STATE has not received a final bill within 360 days after notification of completion of Owner's work described in Section 1 of this agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an Itemized statement of the total costs charged to the project, less the credits provided for in the Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case payment of the amount over the estimate cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated OWNER's cost of this agreement, an Amended Agreement shall be executed by the parties to this agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have prior concurrence of the STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48CFR, Chapter 1, Part 31, et seq., 23CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of November 4, 2004 to review Study and/or prepare relocations plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

Any additional cost accrued by OWNER caused by the hazardous waste or contamination within the work area is reimbursable by the STATE.

If State's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

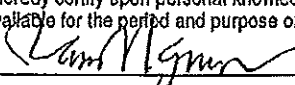
All obligations of STATE under the terms of this Agreement are subject to the passage of the annual Budget Act by the State legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly 23 CFR 645 is hereby incorporated into this Agreement.

Utility Agreement No. 7UA-11565

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$3,016,136.00

CERTIFICATION OF FUNDS				
I hereby certify upon personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
 1/28/10				
H.Q. Accounting Officer	CHAP	STAT	FY	Date AMOUNT
2660-R01-1	1	2009	09/10	\$3,016,136.00
3008-2a				

FUND TYPE	EA	AMOUNT
Design Funds	0	\$0
Construction Funds	2159C4	\$
RW Funds	2159C9	\$3,016,136.00

STATE:

By _____
ANDREW P. NIERENBERG
Deputy District Director, Right of Way, District 7

Date _____

OWNER:

By _____
City of Santa Fe Springs

Date _____

APPROVAL RECOMMENDED:

By _____
Mark Lyles/District Utility Coordinator, Right of Way

Date _____

By  _____
Donald Hobby, Utility Coordinator

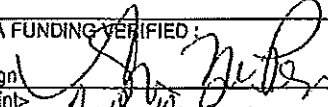
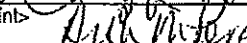
Date 1/11/10

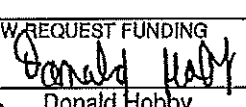
IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSE ONLY

PLANNING AND MANAGEMENT COMPLETES EXCEPT SHADED COLUMNS:

T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
	UA0011565		07	440	07	2159C9		UA-11565	10	7	054	\$3,016,136.00

EA FUNDING VERIFIED:	
Sign> 	
Print> 	
R/W PLANNING and MANAGEMENT	Date 1-26/10

REVIEW REQUEST FUNDING	
Sign> 	
Print> Donald Hobby	
Utility Coordinator	Date 1/11/10

DISTRIBUTION: 3 original to R/W Program Accounting & Analysis
3 originals return to R/W Planning & Management



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Settlement for Disposal of Waste at the Casmalia Disposal Site

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Settlement Offer (Option A) and authorize the City Manager to execute the Consent and Authorization; and
2. Appropriate \$8,200 from undesignated General Fund reserves to cover the City share of cleanup costs.

BACKGROUND

The United States Environmental Protection Agency (EPA) is in the process of implementing a clean up plan for the Casmalia Resources Hazardous Waste Management Facility that is located in Santa Barbara County. EPA is taking action under the Comprehensive Environmental Response, Compensation and Liability Act, commonly known as the "Superfund" law.

EPA has determined the City of Santa Fe Springs to be one of approximately 1,500 Potentially Responsible Parties (PRP) because it sent waste to the Casmalia facility and is therefore partially liable for cleanup costs.

EPA has provided documentation that shows the City of Santa Fe Springs disposed of 89,803 pounds of material at Casmalia between 1986 and 1989. This included paint skins, crushed paint cans, sludge, road tars, waste motor oil, absorbent, grease, contaminated sawdust and used oil filters. All of the waste generated by the City was related to City vehicle maintenance activities.

Based on the quantity of material generated by the City, EPA has classified the City of Santa Fe Springs as a "*de minimis*" contributor. This classification means the amount of waste generated by the City is minimal in comparison to other waste at the site. As a "*de minimis*" contributor, the City has been offered the following options for addressing its liability.

Option A

Under this option the City would pay \$8,200 and would be fully released from all current and future liability to participate in cleanup costs.

Option B

Under this option the City would pay \$6,278 but would retain some liability for future cleanup costs.

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: July 1, 2011

Given the small difference in costs, staff believes the savings offered by Option B could easily be negated by the potential for additional liability. Therefore, staff is recommending the City Council select Option A.

FISCAL IMPACT

Funds will need to be appropriated from General Fund reserves to cover the cost of the option selected by the City Council.



Thaddeus McCormack
City Manager

Attachment(s):

1. USEPA Letter Dated 6-24-11 (Manifests for waste generated by the City are on file in the Public Works Department)
2. Settlement Instructions for Payment
3. Consent and Authorization



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

RECEIVED
CITY OF SANTA FE SPRINGS
PUBLIC WORKS

2011 JUN 27 AM 10:20

June 24, 2011

Certified Mail No. 70001670001199072198
Return Receipt Requested

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

Re: **URGENT LEGAL MATTER—RESPONSE REQUIRED BY JULY 29, 2011**
DE MINIMIS SETTLEMENT OFFER
Casmalia Disposal Site, Santa Barbara County, California

Dear Sir/Madam:

The United States Environmental Protection Agency ("U.S. EPA" or "Agency") is working to clean up the Casmalia Resources Hazardous Waste Management Facility in Santa Barbara County, California ("Site"). The U.S. EPA is taking these actions under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), commonly known as the federal "Superfund" law. Superfund is a program administered by EPA that is designed to clean up hazardous substances that may pose a threat to human health or the environment. Under the Superfund program, EPA has the authority to take actions at sites such as this Site to protect public health, welfare, and the environment. In addition, this law permits EPA to request that parties who are responsible for the waste pay to clean up the Site.

This letter is intended to provide your company or organization with background about the Site and the efforts that have been taken to clean it up. The U.S. EPA is sending this information to you because **City of Santa Fe Springs** ("your company or organization") was named as a waste generator on one or more manifests for hazardous wastes sent to the Casmalia Site. This letter is intended to notify your company or organization of its potential liability for the costs of response actions at the Site, and to offer your company or organization an opportunity to resolve its potential liability to U.S. EPA under CERCLA. Details on the terms of this offer and how to accept it are explained below.

If your company or organization wishes to join this settlement, the deadline for accepting the offer is July 29, 2011 at 5:00 p.m. Pacific Time. If your company or organization does not accept this offer by the above deadline, the offer will expire.

WHO MAY BE LIABLE

Those parties who may be responsible for the waste at Superfund sites are referred to as "potentially responsible parties" or "PRPs." PRPs include individuals, businesses, governmental agencies, and other types of organizations. PRPs include:

- 1) current owners or operators of the Site;
- 2) former owners or operators of the Site during the period of waste disposal;
- 3) parties that arranged for the treatment, disposal, or transportation of hazardous substances to the Site ("generators"); and
- 4) parties that selected the Site as a place to dispose of hazardous substances and who transported these substances to the Site ("transporters").

The parties receiving this letter are all believed to be "generators" of wastes disposed at the Site, and therefore "potentially responsible parties" at the Site. We are asking parties responsible for arranging for the disposal of waste material at the Site to pay their fair share of the cleanup costs.

SETTLEMENT HISTORY

The U.S. EPA has already settled with the owner(s)/operator(s) of the Site and most of the parties that sent the largest quantities of waste to the Site. The federal government also entered into a settlement with 52 major waste generators, collectively known as the Casmalia Steering Committee ("CSC"), to finance and perform key portions of the response actions at the Site. The CSC has been performing work at the Site since September 1996. Additional critical response actions remain to be funded. This work includes capping landfills and establishing and operating systems to collect, treat and dispose of contaminated subsurface and surface liquids. The monies obtained from settlements with parties such as your company or organization are being used to pay for this work. To date, EPA has settled with approximately 1,500 potentially responsible parties that sent waste to the Site.

"DE MINIMIS" SETTLEMENTS

The settlement that the U.S. EPA is offering your company or organization is called a *de minimis* settlement. The U.S. EPA has discretion under the Superfund law to designate certain parties as "*de minimis*" waste generators. A potentially responsible party may qualify for a *de minimis* settlement if:

- The amount of waste contributed is minimal in comparison to the other waste at a site;

City of Santa Fe Springs

June 24, 2011

Page 3 of 9

- The toxic or other hazardous effects of the waste contributed are minimal in comparison to the other waste at a site; and
- The settlement is in the public interest, and involves only a minor portion of the response costs at a site.

Based on available information, the U.S. EPA believes that your company or organization is eligible for a *de minimis* settlement. EPA has designated parties contributing less than 8.5 million pounds of waste to the Site as *de minimis* waste contributors. EPA considers your company or organization a *de minimis* party because EPA's analysis indicates that the volume and nature of hazardous substances that you disposed of, or had disposed, at the Site is fewer than 8.5 million pounds and the toxic or other hazardous effects of the waste contributed are minimal in comparison to the other waste at the Site.

BENEFITS OF "DE MINIMIS" SETTLEMENTS

We believe it is in your company or organization's best interest to consider this settlement opportunity.

An individual or business that resolves its Superfund liability as a *de minimis* party is not typically required to perform site cleanup. Instead, EPA typically requires *de minimis* parties to enter into a settlement with EPA under which they pay their fair share of all cleanup costs at a site, plus a "premium" that accounts for, among other things, uncertainties associated with the costs of work to be performed in the future. In return, *de minimis* settlors receive: (1) a covenant not to sue, which is a promise that EPA will not bring any future legal action against the settling party for the specific matters addressed in the settlement; and (2) protection from contribution claims, which provides a settling party with protection from being sued in a contribution action by other responsible parties for the specific matters addressed in the settlement. The matters addressed in a *de minimis* settlement are generally all cleanup actions and all cleanup costs at the particular site.

The protection from contribution suits for *de minimis* settlors is based on Sections 113(f)(2) and 122(g)(5) of the CERCLA law, which provide that a person "who has resolved its liability to the United States" in an administrative or judicially approved settlement "shall not be liable for claims for contribution regarding matters addressed in the settlement." This protection against contribution claims, however, may not extend to claims by third parties that have incurred their own response costs and seek to recover them under Section 107(a)(4)(B). See United States v. Atlantic Research Corporation, 172 S.Ct. 2331, 169 L.Ed. 2d 28 (June 11, 2007) (in certain situations, a liable party who has incurred cleanup costs at a site can sue other liable parties under CERCLA Section 107(a)(4)(B)).

By this letter, the U.S. EPA is offering your company or organization a *de minimis* settlement at the Site.

The U.S. EPA used records kept in the normal course of business by the owner(s)/operator(s) of the Site to determine the quantity of waste your company or organization (or a predecessor in interest) disposed of at the Site. These records include manifests that accompanied shipments of waste to the Site and weigh tickets issued at the Site. A more detailed description of records used to determine each party's waste quantity may be found on EPA's website in a Fact Sheet entitled "Waste Quantity Records" (see "FURTHER INFORMATION" below).

Enclosed with this letter is a Waste Summary Report for your company or organization that specifies the following information for each waste material shipment: 1) waste shipment manifest number; 2) weigh ticket number; and 3) the relevant information from those records, including the date of disposal, the name and address of the facility that disposed of waste material and the weight (in pounds) of the waste shipment. The Waste Summary Report provides the total weight, in pounds, for all of the shipments from the facility(ies) attributable to your company or organization. This is the number that the U.S. EPA used to determine your company or organization's quantity of waste material and to calculate the settlement payment amount.

The settlement payment amount for your company or organization is derived from the quantity of waste material that it sent to the Site. The U.S. EPA used a formula, explained below, to calculate the payment amount that each company or organization must pay to participate in the *de minimis* settlement. The precise payment amount that the U.S. EPA has calculated for your company or organization may be found in the enclosed Appendix A to the Settlement Agreement.

The formula for calculating your company or organization's settlement amount is based on the following:

A Base Payment

This portion of the payment is calculated by identifying the portion of the total Site waste your company or organization disposed of at Casmalia and multiplying that by the total estimated cost of cleanup actions at the Site.

A Premium

This increases the amount you pay for the future estimated cost portion of the cost estimate. This premium functions as a risk transfer mechanism in a manner similar to an insurance premium – effectively, you are paying for the opportunity to settle early, before all costs are known, and the government is bearing the risk that cleanup costs will be more than estimated.

City of Santa Fe Springs

June 24, 2011

Page 5 of 9

The total quantity of waste material disposed of at the Site is 5.6 billion pounds based on business records maintained by the owner(s)/operator(s) of the Site and by the California Regional Water Quality Control Board. The premiums (described below under "SETTLEMENT OPTIONS") are consistent with the premium levels recommended in U.S. EPA's national policy ("Standardizing the *De Minimis* Premium," issued June 1995). The estimated total cleanup cost is \$284 million; however, for settlement purposes only \$271.9 million was used to calculate your settlement payment.

For further information about the estimated site response cost, see the fact sheet entitled "Cashout Cost Estimate", which is available on the U.S. EPA's web site (see "FURTHER INFORMATION" below).

To enable the U.S. EPA to offer the most favorable settlement terms to a large number of parties, the terms of this settlement are not negotiable. The settlement document is a Settlement Agreement and Administrative Order on Consent ("Settlement Agreement"), which is available on the U.S. EPA's web site (see below under "FURTHER INFORMATION"). Please carefully review the terms of the Settlement Agreement; the terms of the Settlement Agreement will supersede any information in other documents.

OPTIONS FOR SETTLING WITH THE UNITED STATES

Your company or organization has two options for settling with the United States. Under both options your company or organization will make a one-time up-front payment, but the amount will differ depending on which option you select, as explained below.

The two options differ from each other in the following ways:

Option A:

The United States releases Option A settling parties from liability at the Site for the waste identified in the settlement.

Two federal natural resource trustees will participate in Option A. These two agencies -- the U.S. Department of Interior on behalf of the U.S. Fish and Wildlife Service, and the U.S. Department of Commerce on behalf of the National Oceanic and Atmospheric Administration ("Federal Trustees") -- will release Option A Settling Parties from any potential claims for their costs associated with cleanup actions or natural resource damage assessment or restoration at the Site. Your company or organization will pay its share of the Federal Trustees' combined costs of \$193,417.

The premium is 100% of the future cost portion of the cost estimate.

The U.S. reserves the right to seek additional contribution from Option B settling parties if, upon completing the design of the response actions, the U.S. EPA determines that the cost of implementing the response actions will exceed the current estimate and available funds will be insufficient to continue response actions.

The Federal Natural Resource Trustees will not participate in the settlement with those parties that choose Option B. Your company or organization will not be released from any liability for the costs incurred by the Federal Natural Resource Trustees associated with response actions and potential natural resource damages at the Site.

The premium is 50% of the estimated future costs.

These options are described more fully in the Settlement Agreement. The amount of money your company or organization will need to pay the U.S. EPA to participate in this settlement under either Option A or Option B is set forth in Appendix A to the Settlement Agreement.

THE SETTLEMENT PROCESS

SETTLEMENT DEADLINE

The deadline for participating in the *de minimis* settlement is **July 29, 2011**. In order to participate in the settlement, you must ensure that the U.S. EPA receives your signed original Consent and Authorization to Settle with the United States plus a copy of your Payment Invoice, and that Smith Barney receives your payment by 5:00 p.m. Pacific Time on **July 29, 2011**.

WASTE QUANTITY REVIEW

The waste records available to the U.S. EPA for the Site are among the most complete and reliable of those for any waste site in the country. The U.S. EPA has full confidence in the evidence that it has reviewed to determine your company or organization's waste quantity and to calculate the payment amount. However, there are circumstances in which a party may request that the U.S. EPA review its waste quantity. The form and instructions for requesting a Waste Quantity Review are available on the U.S. EPA's web site (see "FURTHER INFORMATION" below).

Please note that the U.S. EPA will not review claims that waste sent to the Site contains only petroleum product and is therefore not a hazardous substance as part of this waste quantity review process.

The deadline to apply for a waste quantity review is **July 29, 2011, at 5:00 p.m. Pacific Time**.

FINANCIAL REVIEW

EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe and can document that your company or organization would face a financial hardship in remitting the full payment amount, you may request that the U.S. EPA review your company or organization's financial ability to pay. This process will require your company or organization to substantiate its claim of financial hardship, including the submission of extensive financial documentation. The forms and instructions for requesting Financial Review are available on the U.S. EPA's web site (see "FURTHER INFORMATION" below).

Please note that some or all of the costs associated with this offer may be covered by current or past insurance policies issued to your company or organization. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether your company or organization should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the date of your or your company's first contact with the Site, up to the present. Coverage depends on many factors, such as the language of the particular policy and state law.

Finally, on the EPA web site is a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA"), which includes information that may be helpful to small businesses (see "FURTHER INFORMATION" below).

CONCURRENT WASTE QUANTITY AND FINANCIAL REVIEWS

If your company or organization chooses to apply for both a waste quantity and a financial review, you must submit both applications simultaneously.

FINALIZING THE SETTLEMENT

The U.S. EPA recommends that you keep a copy of the entire settlement for your files. Final approval of the settlement is subject to the review of authorized U.S. EPA and U.S. Department of Justice (DOJ) officials, and public comment. After the public comment period, if no comments would require a modification of the settlement, the U.S. EPA will notify participating parties that the settlement is final.

FURTHER INFORMATION

The U.S. EPA encourages you to learn more about the Site and the *de minimis* settlement by reading the documents on the web site, including fact sheets entitled "Site Background", "Cashout Cost Estimate" and "Waste Quantity Records".

The U.S. EPA's web site includes site photographs, maps, documents and other pertinent information. The URL for the web site is:

<http://www.epa.gov/region09/casmalia>

Documents are also available at the following U.S. EPA information repositories:

<p>U.S. EPA Superfund Records Center 95 Hawthorne Street San Francisco, CA 94105 415-536-2000 (Documents related to the U.S. EPA's emergency actions, and other response actions to ensure proper Site closure and response actions, dating principally from 1992 to the present)</p>	<p>U.S. EPA RCRA Records Center Managed by Tetra Tech EMI, Inc. 75 Hawthorne Street San Francisco, CA 94105 415-947-4597 (Historic documents related to the U.S. EPA permitting and enforcement activities, dating from the early 1970s through the 1980s)</p>
<p>Santa Maria Public Library 420 South Broadway Santa Maria, CA 93454 805-937-6483 (limited document collection)</p>	<p>Robert E. Kennedy Library California Polytechnic State University San Luis Obispo, CA 93407 805-756-1364 (Government Documents and Maps) (Limited Document Collection)</p>

If you have any questions about this *de minimis* settlement, or cannot access the web site, please call the U.S. EPA's hotline for this Site:

(415) 369-0559 ext. 10

or e-mail the U.S. EPA at the following address:

r9.casmalia@epa.gov

Due to the large number of parties receiving this offer, we may not be able to respond to your telephone or e-mail inquiries immediately, but we will make every effort to respond as quickly as possible.

ACCEPTANCE OF THIS OFFER MUST BE RECEIVED BY JULY 29, 2011

To accept this offer, the U.S. EPA must receive your company or organization's acceptance of the offer by July 29, 2011, at 5:00 p.m. Pacific Time.

Instructions for joining the *de minimis* settlement are explained in the enclosed document entitled "SETTLEMENT INSTRUCTIONS". Final approval of the settlement is

City of Santa Fe Springs

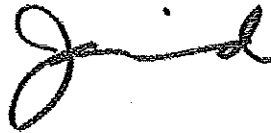
June 24, 2011

Page 9 of 9

subject to review of authorized U.S. EPA and United States Department of Justice (DOJ) officials.¹

We encourage you to consider this offer. We look forward to your company or organization's participation in this *de minimis* settlement.

Very Truly Yours,



Jane Diamond,
Director
Superfund Division
EPA Region IX

cc: Brad O'Brien, Esq., U.S. Department of Justice

Enclosures:

- Waste Summary Report
- Waste Shipment Manifests
- Settlement Instructions
- Payment Invoice
- Consent and Authorization
- Appendix A

¹ After final U.S. EPA and DOJ approval, U.S. EPA will publish the settlement for public comment and, if there are no comments that would require modification of the agreement, will notify you of the effective date of the settlement shortly thereafter.

Casmalia Disposal Site
Waste Summary Report (1973-1989)
City of Santa Fe Springs

Ticket #	Date	Manifest #	Original Name	Facility Name	EPA ID #	Original Address	Facility Address	City	St	Zip	Lbs.
114654	3/31/1989	088131076	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	440
30234	10/10/1986	084437897	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	4,120
74135	5/27/1986	084442765	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,333
86397	2/9/1987	085131673	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	11,500
90149	5/5/1987	087048601	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	2,419
91700	6/4/1987	087048644	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	3,922
93329	7/9/1987	087048696	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	2,968
94133	7/29/1987	087048705	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	0
105001	5/20/1988	087105407	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,101
80167	10/9/1986	084437894	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,516
102674	3/21/1988	087206637	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	2,350
115418	3/21/1989	088181078	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,957
118663	5/31/1989	088181171	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,215
120711	7/28/1989	088181198	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,279
123409	11/10/1989	088181303	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	2,487
115538	3/23/1989	088200288	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,865
115538	3/23/1989	088200289	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	3,032
102674	3/16/1988	087206633	City of Santa Fe Springs	City of Santa Fe Springs	CAD981399038	12636 Emmons Way	12636 Emmons Way	Santa Fe Springs	CA	90670	1,663
94411	7/31/1987	084031565	City of Santa Fe Springs	City of Santa Fe Springs - Redevelopment	CAC981404684	11710 Telegraph Rd	11710 Telegraph Rd	Santa Fe Springs	CA	90670	2,469
106273	6/27/1988	087641504	Santa Fe Springs Re-Development Agency	City of Santa Fe Springs - Redevelopment	CAD981399038	11710 Telegraph Rd	11710 Telegraph Rd	Santa Fe Springs	CA	90670	41,029
103377	4/5/1988	087640257	Santa Fe Springs Re-Development Agency	City of Santa Fe Springs - Redevelopment	CAD981399038	11710 Telegraph Rd	11710 Telegraph Rd	Santa Fe Springs	CA	90670	41,029

TOTAL: 89,803

KEY:

Field	Description
Manifest #	Pre-printed number on manifest
Date	Date received at Casmalia Disposal Site, from manifest
Ticket #	Casmalia Disposal Site weight ticket number
Original Name	Generator name as entered from manifest
Facility Name	Generator name, "normalized" to group similar names, correct misspellings, etc.
EPA ID #	Generator's unique EPA identification number, from manifest
Original Address	Generator address as entered from manifest
Facility Address	Generator address "normalized" to group similar addresses, correct misspellings, etc.
City	Generator city as entered from manifest
St	Generator state as entered from manifest
Zip	Generator zip code as entered from manifest
Lbs.	Quantity allocated to this manifest, in pounds (as described on the enclosed Fast Sheet: Waste Quantity Records)

Note: The term "manifest" is used here to refer to various records of Waste Disposal, including California Liquid Waste Hauler Records, California Hazardous Waste Manifests and Uniform Hazardous Waste Manifests.

Appendix A (Revised 06-07-2011)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
City of Santa Fe Springs								
City of Santa Fe Springs		12838 Emmens Way	Santa Fe Spring	CA	44,660		\$4,078	\$3,122
City of Santa Fe Springs - Redevelopment		11710 Telegraph Rd	Santa Fe Spring	CA	45,143		\$4,122	\$3,166
TOTAL:					89,803		\$8,200	\$6,278



SETTLEMENT INSTRUCTIONS

CASMALIA DISPOSAL SITE

Payment and all documentation must be received by the deadline of July 29, 2011 at 5:00 p.m. Pacific Time.

We recommend that your company or organization keep a copy of all documents.

To join the settlement, please follow these steps:

Step 1. Remit payment in full (see Appendix A). Payment must be made directly as set forth below. EPA cannot accept checks made out directly to the Agency. Your company or organization's payment amount is set forth in the enclosed Appendix A to the Settlement Agreement.

Complete the Payment Invoice. Make a copy. Send the original to Smith Barney.

Step 2. Please remit payment as described in Step 1 above in one of the following two ways:

Wire funds to:

Citibank, N.A.

ABA: 021000089

FBO: Citigroup Global Markets/Smith Barney

A/C: 30604518

New York, NY 10004

Further Credit to: 726-71330-10

Ref: Casmalia Resource Site Custodial Agreement

Payor: (Your company's or organization's name exactly as it appears on the settlement offer letter)

Mail cashier's check or certified check to:

Sally A. Fisher

The Fisher Group

First Vice President – Wealth Management

Smith Barney

1111 Northshore Dr # N-160

Knoxville, TN 37919

Re: Casmalia Custody Account

Make check payable to:

"Smith Barney as Custodian for Casmalia Resources Site"

Please include all of the above information in remitting payment by wire transfer.

Step 3. Send U.S. EPA the Settlement Agreement signature page (the enclosed "Consent and Authorization" form bearing the original signature of an authorized representative of your company or organization).

Step 4. Submit a copy of your company's or organization's completed Payment Invoice to EPA.

Please send the documents identified above in Steps 3 and 4 above to:

Casmalia Case Team

U.S. EPA Region IX

75 Hawthorne Street (SFD-7-1)

San Francisco, CA 94105-3901

EPA cannot accept duplicates of the original signed signature page or copies sent by facsimile, nor can the EPA accept the original signed signature page without full payment by the July 29, 2011 deadline.



Payment Invoice

Casmalia Disposal Site

Please complete this form and mail the completed form to:

The Fisher McGlothin Group
Morgan Stanley Smith Barney LLC
1111 Northshore Drive, Suite N-160
Knoxville, TN 37919
Attention: Sally A. Fisher
Tel: 865-558-9000
First Vice President - Wealth Management
Re: Casmalia Custody Account

This form should accompany your payment if your company or organization pays by cashier's or certified check. It should be sent without your payment if your company or organization wired payment to Citibank, N.A. (see Settlement Instructions).

Please send a copy of your form to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne St. (SFD-7-1)
San Francisco, CA 94105-3901

PAYOR	City of Santa Fe Springs
COMPANY NAME IF DIFFERENT FROM City of Santa Fe Springs	
DATE	
PAYMENT AMOUNT	
MANNER IN WHICH PAYMENT IS BEING MADE (i.e., wire transfer or check)	
CHECK NUMBER (if applicable)	
SIGNATORY OF CHECK (if applicable)	
REFERENCE	Casmalia Resources Site Custodial Agreement
U.S. EPA REGIONAL SITE SPILL ID NUMBER	09-3H

CONSENT AND AUTHORIZATION

City of Santa Fe Springs

City of Santa Fe Springs ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS _____ DAY OF _____, 2011

By: _____
(Signature)

By: _____
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

☐ *I elect to settle subject to the terms and conditions of Settlement Option A.*

☐ *I elect to settle subject to the terms and conditions of Settlement Option B.*



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Ranking of Consultants and Designation of the Preferred Consultant to Provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project

RECOMMENDATION

That the City Council take the following actions:

1. Approve the recommendation from the Evaluation Committee that the consultants that submitted proposals be ranked in the following order:
 - a. AECOM
 - b. URS
 - c. Arcadis U.S., Inc
 - d. Berg & Associates
2. Approve the recommendation that AECOM be designated as the Preferred Consultant; and
3. Authorize the Director of Public Works to initiate contract negotiations with AECOM; and
4. Direct the Director of Public Works to return with a recommendation for Award of Contract once negotiations have been successfully concluded.

BACKGROUND

On April 28, 2011 the City Council authorized the Director of Public Works to issue a Request for Proposals (RFP) from qualified consultants to provide Project and Construction Management Services for the Valley View Grade Separation Project. A notice advertising the RFP was sent to 11 (eleven) firms and was also posted to the internet, where 17 (seventeen) firms downloaded the document. A total of four (4) proposals were received on June 3, 2011.

EVALUATION OF QUALIFIED CONSULTANTS

The evaluation process used by staff involved two steps as follows:

Step 1 – Evaluation of Proposals

Proposals submitted to the City were evaluated by a five-member Evaluation Committee using the criteria set forth in the RFP. More specific details on the members of the Evaluation Committee, the criteria used to evaluate the proposals, the scores for each firm, and the ranking of the four firms that submitted proposals are provided in Attachment 1. Based on the results of the evaluation phase, it was determined that all four firms should be interviewed.

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: June 29, 2011

Step 2 – Consultant Interviews

The four firms that submitted proposals to the City were interviewed by the Evaluation Committee on June 27, 2011. The criteria used to interview the firms, the scores for each firm, and the ranking of the four firms that were interviewed are provided in Attachment 2.

RANKING OF QUALIFIED CONSULTANTS

The Evaluation Committee concluded that all of the firms that submitted proposals are qualified and capable of providing project and construction management services. However, based on the evaluation of proposals and the interviews, the Evaluation Committee is recommending that the four firms be ranked as follows:

<u>Consultant</u>	<u>Total Score</u>
1. AECOM	158.2
2. URS	154.6
3. Arcadis, U.S., Inc	154.2
4. Berg & Associates	146.4

CONTRACT NEGOTIATIONS WITH PREFERRED CONSULTANT

Staff is now requesting authorization to begin contract negotiations with the top ranked firm (AECOM). Should staff be unable to obtain a fair and reasonable price through negotiations with AECOM, negotiations will be initiated with the next highest qualified consultant in sequence until an agreement is reached.

CONTRACT TYPE AND COMPENSATION

Compensation for PM/CM services will be provided under an "Actual Cost Plus Fixed Fee" contract. The fixed fee will remain fixed for the duration of the contract between the City and the Consultant. Staff expects to present a recommendation for Award of Contract to the City Council at the meeting held on August 25, 2011.

AVAILABILITY OF PROPOSALS

The proposals submitted to the City, along with the individual evaluation and interview score sheets are on file in public works.

FISCAL IMPACT

Project costs, including the cost of Project and Construction Management Services, are eligible for reimbursement. Local funds are needed to make initial payments.


Thaddeus McCormack
City Manager

Attachment(s)

1. Summary of Proposal Evaluations
2. Summary of Consultant Interviews
3. Summary of Overall Scores and Ranking

ATTACHMENT 1

VALLEY VIEW AVENUE GRADE SEPARATION PROPOSAL EVALUATIONS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

PROPOSALS SUBMITTED TO THE CITY

Proposals were submitted to the City in accordance with the requirements outlined in the Request for Proposals by the following firms and were received on Friday, June 3, 2011.

1. AECOM
2. Arcadis U.S., Inc.
3. Berg & Associates
4. URS

PROPOSAL EVALUATION COMMITTEE

The Evaluation Committee consisted of the following individuals:

Noe Negrete	Assistant Director of Public Works, City of Santa Fe Springs
Steve Forster	Director of Public Works, City of La Mirada
Jerry Wood, P.E.	Consultant/Director of Transportation Services Gateway Cities Council of Governments
Mark Christoffels	Deputy Director of Public Works/City Engineer City of Long Beach
Chris Schaefer	Senior Planner, City of La Habra

PROPOSAL EVALUATION CRITERIA

Each member of the Evaluation Committee independently evaluated the four (4) proposals that were submitted using the evaluation criteria listed below.

1. Qualifications of the Firm

- Technical experience in performing PM/CM Services on similar projects, including heavy civil construction type projects, which include but are not limited to: retaining wall installation, major earthwork grading, roadway bridges, railroad bridges, drainage channel modifications, roadway modifications, major utility relocations, and experience working with BNSF, Caltrans, and the County of Los Angeles.
- Demonstrated familiarity with BNSF design Standards, "Green Book" standard specifications, "Gray Book" standard specifications and the Caltrans Standard plans.
- Demonstrated history of working together and cooperation amongst team members including professional consultants.

ATTACHMENT 1

VALLEY VIEW AVENUE GRADE SEPARATION PROPOSAL EVALUATIONS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

- Financial strength and stability of the firm; strength, stability, experience and technical competence of subconsultants.

2. Proposed Staffing and Project Organization

- Qualifications of key personnel, especially the Project/Construction Manager and Resident Engineer, including relevant past experience in projects of similar nature.
- Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization.
- Key personnel's familiarity with applicable State and Federal procedures.
- Capability of developing innovative or advanced techniques for completing the Project.

3. Work Approach

- Depth of how well Consultant understands the project.
- Thoughtfulness of approach to the implementation of the project, and clear understanding of what is required to implement the Project.
- Demonstrated understanding of how to manage and control field conditions and other changes within overall budget.
- Approach the Consultant will use to minimize potential traffic issues and to address and resolve community concerns relating to construction of the project.

RESULTS OF PROPOSAL EVALUATION

The following table provides the score given by each member of the Evaluation Committee, the Average Score and the Rank for each firm:

ATTACHMENT 1

**VALLEY VIEW AVENUE GRADE SEPARATION
PROPOSAL EVALUATIONS
PROJECT & CONSTRUCTION MANAGEMENT SERVICES**

NAME OF FIRM	SCORE BY COMMITTEE MEMBER							
	NN	JW	CS	MC	SF	TOTAL SCORE		
	PROPOSAL EVALUATION SCORES						TOTAL DIVIDED BY 5	RANK
AECOM	86	93	91	76	90	436	87.2	1
ARCADIS U. S., INC.	77	88	87	90	80	422	84.4	2
BERG & ASSOCIATES	83	88	86	49	75	381	76.2	4
URS	76	95	83	78	85	417	83.4	3

SHORT-LIST OF QUALIFIED FIRMS

Section 23 of the RFP called for the Evaluation Committee to establish a Short-List of at least three (3) but not more than five (5) firms based on the proposal evaluation phase. Since only four (4) proposals were submitted, it was the decision of the Evaluation Committee that all four firms should be interviewed. Therefore, the Short List consisted of the following firms:

1. AECOM
2. Arcadis U.S., Inc.
3. Berg & Associates
4. URS

ATTACHMENT 2

VALLEY VIEW AVENUE GRADE SEPARATION CONSULTANT INTERVIEWS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

INTERVIEW PANEL

On Monday, June 27, 2011, the four firms on the Short List were interviewed by the following persons:

Noe Negrete	Assistant Director of Public Works City of Santa Fe Springs
Steve Forster	Director of Public Works, City of La Mirada
Jerry Wood, P.E.	Consultant / Director of Transportation Services Gateway Cities Council of Governments
Mark Christoffels	Deputy Director of Public Works/City Engineer City of Long Beach
Chris Schaefer	Senior Planner, City of La Habra

EVALUATION CRITERIA

Part 1: Qualifications, Experience and Organization

This part of the interview involved a focused discussion of the qualifications, experience and commitment of the firm. Criteria for evaluation were as follows:

1. Overview of Firm's Qualifications
2. Commitment to the Project
3. Proposed Organizational Structure of the PM/CM Team

Part 2: Project/Construction Manager

This part of the interview involved a focused discussion of the qualifications, experience and scope of responsibilities of the individual who would serve as Project/Construction Manager (PM/CM). Criteria for evaluation were as follows:

1. Relevant personal experience in the management of Grade Separation Projects and projects of similar size and complexity to this Project.
2. Goals and expectations for the first 90 days and the approach that will be used to manage the PM/CM Team.

ATTACHMENT 2

VALLEY VIEW AVENUE GRADE SEPARATION CONSULTANT INTERVIEWS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

3. Scope of the Construction Management Plan and how it will be used.
4. Methods and approach that will be used to monitor the overall project schedule and to resolve scheduling issues.

Part 3: Resident Engineer

This part of the interview involved a focused discussion of the qualifications, experience and scope of responsibilities of the individual who would serve as the Resident Engineer (RE). Criteria for evaluation were as follows:

1. Relevant personal experience in the construction of Grade Separation Projects and projects of similar size and complexity to this Project.
2. Goals and expectations for the first 90 days and the approach that will be used to manage the Contractor and Subcontractors.
3. Approach to be used to monitor daily progress of work, resolve scheduling issues and track change orders.

Part 4: Railroad & Utility Coordination

This part of the interview involved a focused discussion on Railroad Coordination and Utility Coordination and how those issues would be handled by the PM/CM Team. Criteria for evaluation were as follows:

1. Relevant experience of the PM/CM Team in working with BNSF on Grade Separation Projects of similar size and complexity to this Project
2. Methods and approach that will be used to schedule, coordinate and monitor Utility Coordination work and how issues will be resolved.

RESULTS OF PROPOSAL EVALUATION

The following table provides the score given by each member of the Interview Panel, the Average Score and the Rank for each firm:

ATTACHMENT 2

**VALLEY VIEW AVENUE GRADE SEPARATION
CONSULTANT INTERVIEWS
PROJECT & CONSTRUCTION MANAGEMENT SERVICES**

NAME OF FIRM	SCORE BY COMMITTEE MEMBER							
	NN	JW	CS	MC	SF	TOTAL SCORE		
	INTERVIEW SCORES						TOTAL DIVIDED BY 5	RANK
AECOM	75	76	78	61	65	355	71.0	1T
ARCADIS U. S., INC.	65	76	81	56	70	348	69.6	3
BERG & ASSOCIATES	78	82	70	54	65	349	69.8	2
URS	68	81	78	61	67	355	71.0	1T

ATTACHMENT 3

VALLEY VIEW AVENUE GRADE SEPARATION PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

COMBINED SUMMARY SCORE SHEET

NAME OF FIRM	SCORE BY COMMITTEE MEMBER							
	NN	JW	CS	MC	SF	TOTAL SCORE		
	PROPOSAL EVALUATION SCORES						TOTAL DIVIDED BY 5	RANK
AECOM	86	93	91	76	90	436	87.2	1
ARCADIS U. S., INC.	77	88	87	90	80	422	84.4	2
BERG & ASSOCIATES	83	88	86	49	75	381	76.2	4
URS	76	95	83	78	85	417	83.4	3
	INTERVIEW SCORES						TOTAL DIVIDED BY 5	RANK
AECOM	75	76	78	61	65	355	71.0	1T
ARCADIS U. S., INC.	65	76	81	56	70	348	69.6	3
BERG & ASSOCIATES	78	82	70	54	65	349	69.8	2
URS	68	81	78	61	67	355	71.0	1T
	TOTAL COMBINED SCORES						TOTAL DIVIDED BY 5	RANK
AECOM	161	169	169	137	155	791	158.2	1
ARCADIS U. S., INC.	142	164	168	146	150	770	154.0	3
BERG & ASSOCIATES	161	170	156	103	140	730	146.0	4
URS	144	176	161	139	162	772	154.4	2



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Approval of a Memorandum of Understanding and Right of Way Contract Between the City of Santa Fe Springs and State of California for the Carmenita Road/Interstate 5 Interchange Project (Parcel 80245-1)

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Memorandum of Understanding and authorize it to be executed by the City Manager;
2. Approve the Right-of-Way Contract and authorize it to be executed by the City Manager; and
3. Authorize the City Manager to execute escrow documents and take all actions needed to accomplish this transaction.

BACKGROUND

The Department of Transportation (Caltrans) is ready to begin the Carmenita Road segment of the Interstate 5 (I-5) Freeway Widening project. In November 2009 the City Council approved a Revised Freeway Agreement whereby the City consented to the closing, relocation and modification of those City streets that will be needed to accommodate the Carmenita project.

One of the City streets to be modified is East Firestone Boulevard. As shown on the Location Map (Attachment 1) this street connects existing Carmenita Road to Firestone Boulevard. In conjunction with the State's project, East Firestone Boulevard will be eliminated and a new street, known as Carmenita Place, will be constructed. The elimination of East Firestone Boulevard and the construction of Carmenita Place will change the way adjacent private property is accessed.

One of the properties impacted by the change in East Firestone Boulevard is the Budget Inn Motel. In order to provide an access easement for the motel from the new street, Carmenita Place, the State needs to acquire a small portion of existing street right-of-way from the City. This small parcel of land (905 square feet) is shown on Attachment 2 and is identified as Parcel 80245-1.

The State has prepared two documents to acquire Parcel 80245-1 from the City. Attachment 3 is a Memorandum of Understanding (MOU) that sets forth the manner by which Parcel 80245-1 will be acquired by the State and the compensation to be provided to the City. Attachment 4 is the Right-of-Way Contract that must be executed by the State and City to legally consummate the property acquisition. These documents have been reviewed by staff and are ready to be executed by the City Manager once they have been approved by the City Council.

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: July 5, 2011

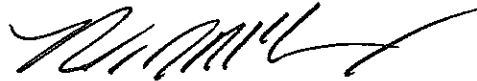
Additionally, the State has prepared escrow documents which will need to be signed to accomplish this transaction.

FISCAL IMPACT

In accordance with state and federal law, the State has appraised Parcel 80245-1 and has established just compensation for this land to be \$2,500.

INFRASTRUCTURE IMPACT

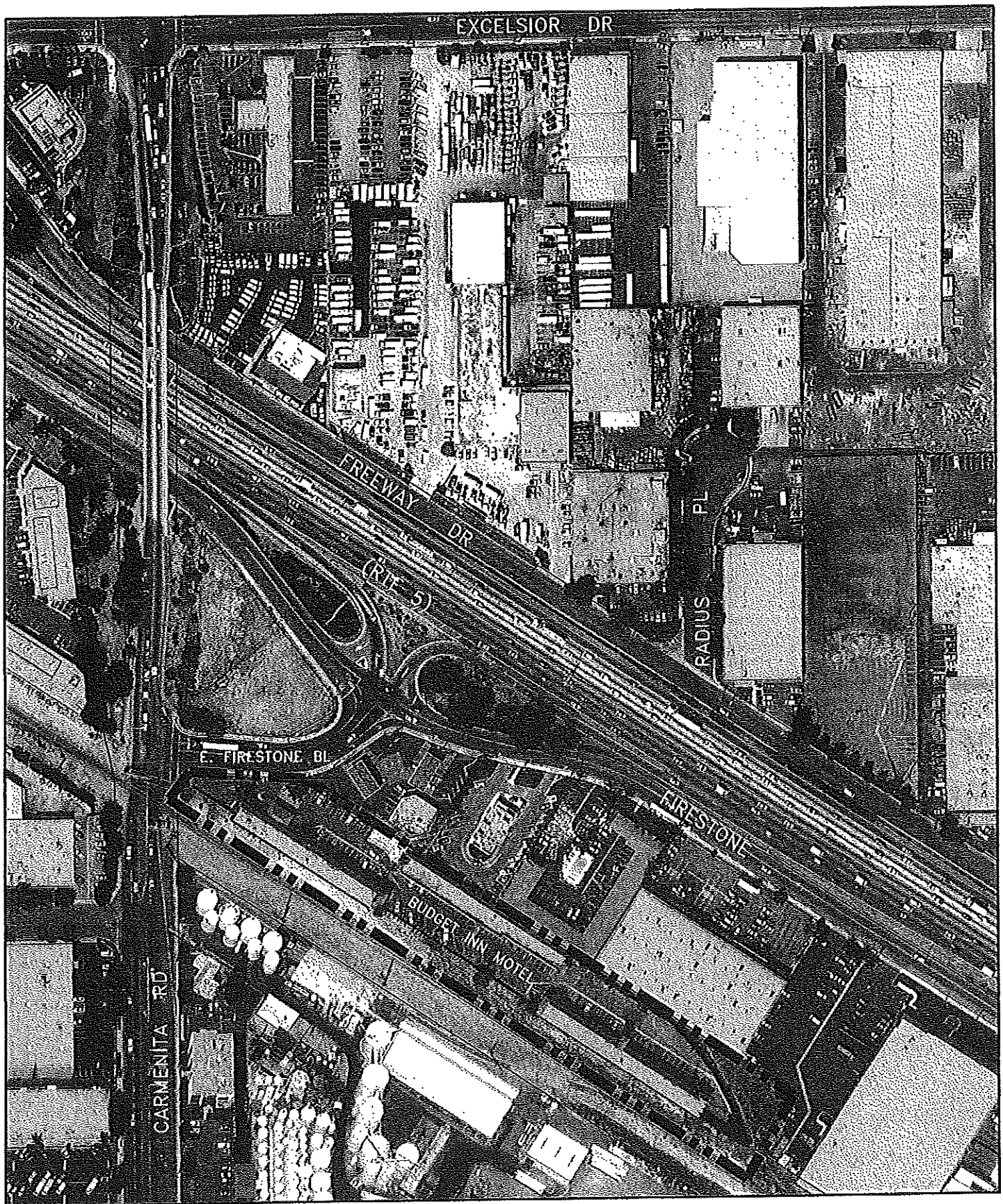
The State freeway widening project will result in the modification of City streets. All such modifications are authorized under the Freeway Agreement approved by the City in 2009. Plans for accomplishing the changes needed to accommodate the State's project have been reviewed and approved by Public Works and incorporated into the plans for the project.



Thaddeus McCormack
City Manager

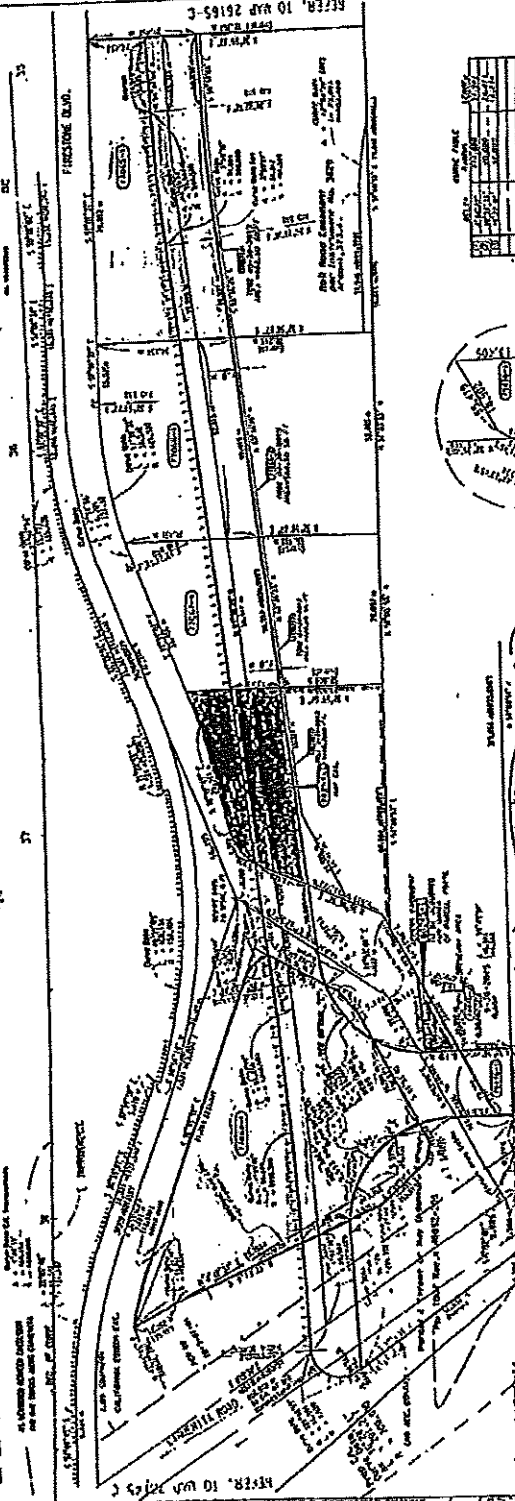
Attachment(s):

1. Location Map
2. Appraisal Map
3. Memorandum of Understanding
4. Right of Way Contract
5. Escrow Documents



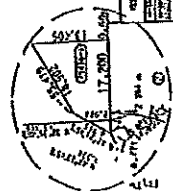
LOCATION MAP FOR
CARMENITA RD./ I-5 FWY
(PARCEL NO. 80245-1)

COUNTY OF LOS ANGELES CITY OF SANTA FE SPRINGS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
APPRaisal MAP
NO. 26164-C
07-LA 5-4345-K.P.

DATE: 10/1/71
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



TRACT	ACRES	OWNER	APPRaisal VALUE	MARKET VALUE	REMARKS
1	1.2	JOHN DOE	\$100,000	\$120,000	RECENTLY IMPROVED
2	0.8	JANE SMITH	\$80,000	\$95,000	STANDARD RESIDENCE
3	2.5	JOHN DOE	\$200,000	\$250,000	COMMERCIAL BUILDING
4	1.5	JANE SMITH	\$120,000	\$140,000	INDUSTRIAL SITE
5	3.0	JOHN DOE	\$300,000	\$360,000	RECENTLY IMPROVED
6	1.8	JANE SMITH	\$150,000	\$180,000	STANDARD RESIDENCE
7	0.5	JOHN DOE	\$40,000	\$50,000	SMALL LOT
8	1.0	JANE SMITH	\$80,000	\$95,000	STANDARD RESIDENCE
9	2.0	JOHN DOE	\$160,000	\$190,000	COMMERCIAL BUILDING
10	1.2	JANE SMITH	\$100,000	\$120,000	RECENTLY IMPROVED

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into effective as of the ____ day of _____, 2011 by and among the State of California, acting by and through the Department of Transportation ("State"), and the City of Santa Fe Springs, a Municipal Corporation ("City"). State and City are collectively referred to herein as the "Parties" or, individually, as a "Party."

RECITALS

- A. The State and City have entered into a Freeway Agreement dated November 9, 2009. Said Freeway Agreement provides the City's agreement and consent to the closing of City streets, relocation of City streets, construction of frontage roads and local streets, and other construction affecting City streets related to the construction of that portion of Interstate Route 5 from Alondra Boulevard to Shoemaker Avenue. The Freeway Agreement further provides the State's agreement to acquire all necessary rights of way as may be required for construction, reconstruction or alteration of City streets, frontage roads, and other local roads along with the City's authorization of the State to acquire in its behalf all such necessary right of way. The Freeway Agreement further provides that the City will accept control and maintenance over each of the relocated or reconstructed City streets, and the frontage roads, and other State constructed local roads on receipt of written notice to City from State that the work thereon has been completed, except for any portion which is adopted by State as a part of the freeway proper; and that City will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by State.
- B. The State contemplates construction of that segment of Interstate Route 5 from Alondra Boulevard to Shoemaker Avenue to consist of the removal of the existing two-lane steel structure and constructing a new eight lane concrete structure, with tight diamond ramps, and improvement of existing frontage, all referred to herein as "Project."
- C. The State requires certain real property for the Project which is owned by City and identified as Parcel No. 80245-1, shown on the attached map marked Exhibit "A" and incorporated herein by reference. Parcel No. 80245-1 is currently devoted to use as a City street, identified as the East Firestone Blvd stub.
- D. The purpose of the acquisition of Parcel No. 80245-1 is to provide an access easement for the benefit of the adjoining private property owner. Thus, providing access, from the adjoining property to the State constructed road identified as Carmenita Place and proposed to be constructed as part of the Project.

NOW, THEREFORE, the parties wish to enter into this MOU setting forth their mutual understanding relating to the matters herein, and outlining the terms of the agreement between them for the acquisition of Parcel No. 80245.

1. Conveyance of Parcel No. 80245-1

The grant deed for Parcel No. 80245-1 is attached as Exhibit B and incorporated herein by reference. The City shall convey Parcel No. 80245-1 to the State on receipt of written notice to City from State that both the proposed driveway construction work upon the parcel, and the construction work opening Carmenita Place to public use, has been completed. The Parties contemplate and understand that the State intends to and shall, then, quitclaim the grant deed to the adjoining property owner.

2. Nominal Payment

The Parties agree that payment for Parcel No. 80245-1 shall be in the amount of the State's appraised nominal value of \$2,500.00, based on the parcel's current use and designation as a City street. Payment for Parcel No. 80245-1 shall be made by the State upon receipt of the executed grant deed.

3. Future Vacation of City Street

City agrees that, as provided in Streets and Highways Code section 8352, the right of access for private benefit granted by the deed for Parcel No. 80245-1 shall not be extinguished when or if the City vacates the East Firestone Blvd. Stub upon ultimate completion of the Project.

This MOU shall be governed by and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized officers.

STATE OF CALIFORNIA

Acting by and through the Department of Transportation

By: _____

Its: _____

CITY OF SANTA FE SPRINGS

A Municipal Corporation

By: _____

Its: _____

Recording Requested by
DEPARTMENT OF TRANSPORTATION

When recorded, Mail to:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
District 7, Design Division
Office of R/W Engineering
100 South Main Street, MS 13
Los Angeles, CA 90012

Space above this line for Recorder's Use
EA 2159C9

RWPS: O. Jarquin RW Map No. 28164-C
Written by: G. Prida Date: June, 16, 2011
Checked by: J. Mackay

EASEMENT DEED

District	County	Route	Post	Number
07	LA	5	2.29	80245

CITY OF SANTA FE SPRINGS, a Municipal Corporation, GRANTS to the State of California an EASEMENT to provide access to a public street, including but not limited to the right to construct, reconstruct and maintain a driveway upon, over and across that certain real property in the City of Santa Fe Springs County of Los Angeles, State of California, described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof:

Exhibit "A"

Parcel 80245-1 (Access Easement)

That portion of land described in Parcel 4 of Relinquishment 251, to the City of Santa Fe Springs, County of Los Angeles, State of California, by resolution of the California Transportation Commission, a certified copy of which resolution is recorded as Instrument No. 4459, on October 15, 1963, in Book D2219, page 787 of Official Records, in the Office of the Registrar-Recorder/County Clerk of said county, described as follows;

Commencing at the westerly terminus of that line having a certain course described in said Parcel 4, of said relinquishment as N 85°00'00"W, 194.78 feet; thence along said line for the purposes of this description, S 84°53'47"E, 18.902 meters (62.01 feet) to the Point of Beginning; thence N 32°35'40"E, 8.732 meters (28.65 feet); thence S 61°20'18"E to a point on that previously described line as having a bearing of N 85°00'00"W; thence westerly in a direct line to the Point of Beginning.

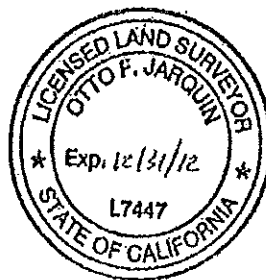
The bearings and distances of the herein above-described lines are on the California Coordinate System of 1983, Zone 5. Divide by a combination factor of 1.00003038 to obtain ground level distances.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Otto F. Jarquin

Date June 17, 2011



Number
80245

Dated this _____ day of _____, 20__

State of California }
County of _____ } ss

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here Insert name and title of the officer)
appeared _____

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

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

WITNESS my hand and official seal.

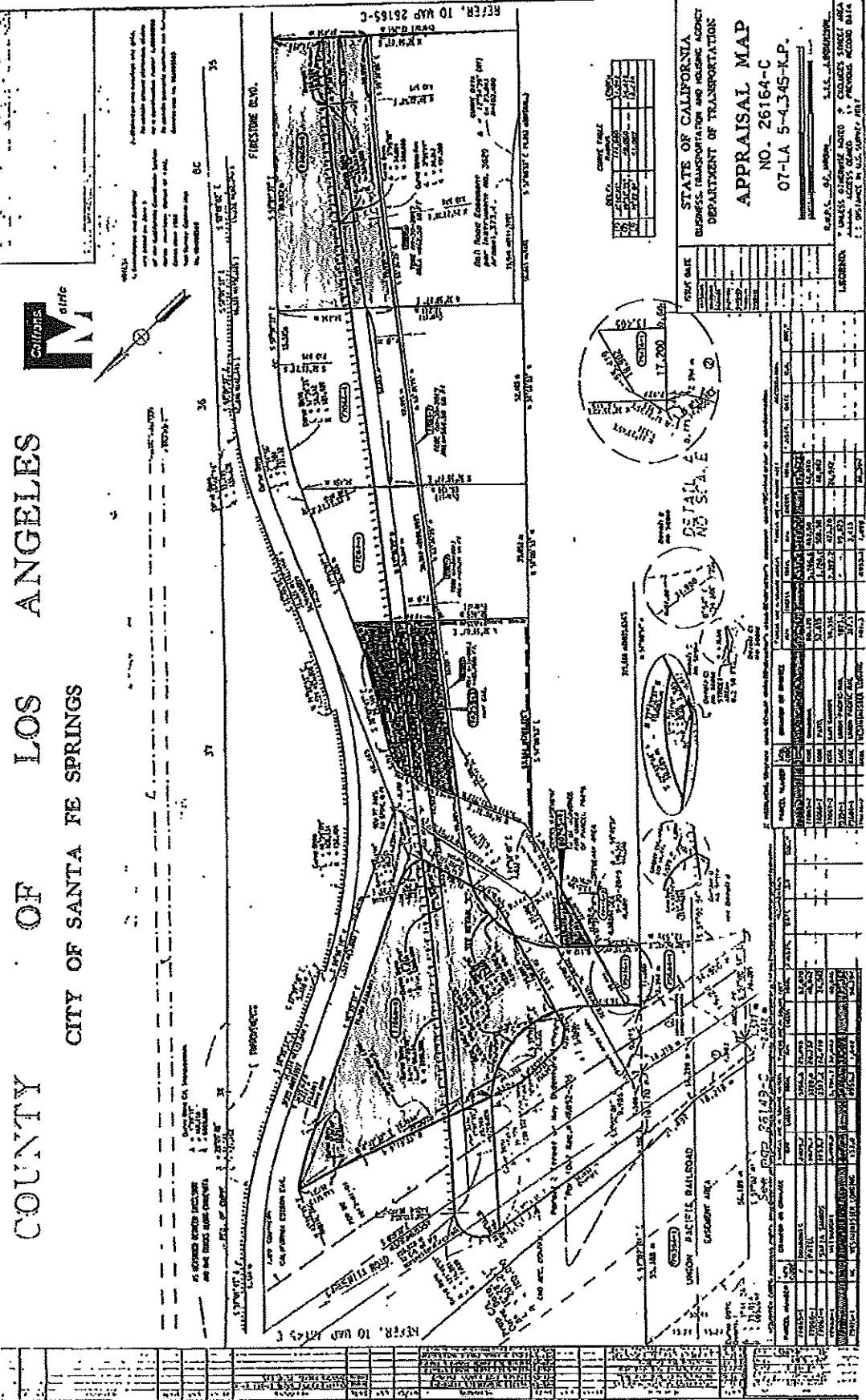
Signature _____ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation
(pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in
the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand
this _____ day of _____, 20__

Director of Transportation

By _____
Attorney in Fact



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT – STATE HIGHWAY
RW 8-3 (Rev. 6/95)

Reference: 07-80245-1
Page 1 of 3
Easements

DISTRICT 7	COUNTY LA	ROUTE 5	POST 2.29	EXPENSE AUTHORIZATION 2159C9
DATE			DOCUMENT TYPE Easement Deed	
GRANTOR(S) City of Santa Fe Springs				
PROPERTY ADDRESS Firestone Boulevard			APN	

Document Number(s) 80245-1 in the form of a Access Easement Deed, covering the property particularly described in the above document(s), has been executed and delivered to Raashan C. Bernard, Right of Way Agent for the State of California, Department of Transportation (hereinafter referred to as the "State").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document(s) and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.

(B) State requires said property described in Document(s) Number(s) 80245-1 for State highway purposes, a public use for which State has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and the State is compelled to acquire the property.

(C) Both Grantor(s) and State recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- The State shall pay the undersigned Grantor(s) the sum of (Two Thousand Five Hundred Dollars) \$ 2,500.00 for the property or interest conveyed by the above document(s). The State shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore.
- The State or its authorized agent is granted permission enter upon Grantor's property where necessary within that certain area shown outlined on the map marked Exhibit "A" attached hereto
- The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or state law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
- The undersigned Grantor(s) hereby agree(s) to the dismissal of any eminent domain action (if any) in the Superior Court wherein the herein described property is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
- Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party, this contract may be rescinded by State; in such an event, State may reappraise the property and make an offer thereon.
- Grantor(s) warrants that there are no oral written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.

Attachment 4
Right-of-Way Contract
Carmenita/I-5 (Parcel 80245-1)

RIGHT OF WAY CONTRACT – STATE HIGHWAY (Cont.)

R/W 8-3 (Rev. 6/95)

Reference: 07-80245-1

Page 2 of 3

8. It is agreed that the net proceeds of the amount payable Clause 2 above shall be payable as follows:
City of Santa Fe Springs
9. At least forty-eight (48) hours advance written notice will be given before any entry on Grantor's property. Said notification shall be as follows:
- (A) Written notification shall be given to the Grantor(s) at:
11710 Telegraph Road, Santa Fe Springs, CA 90670
 - (B) Verbal communication with the Grantor(s) shall be with:
Don Jensen at (562) 409-7541
 - (C) In the event this information changes or property transfers, the Grantor(s) shall notify State in writing of such occurrence at:
State of California
Department of Transportation
District 7 Right of Way, Acquisition Branch A
100 S. Main Street, MS 6
Los Angeles, CA 90012
- Attention: Raashan C. Bernard, Right of Way Agent
10. This transaction will be handled through an escrow with Chicago Title Company, 700 South Flower Street, Suite 800, Los Angeles, CA 90017; their escrow number is to be determined.

RIGHT OF WAY CONTRACT – STATE HIGHWAY (Cont.)

R/W 8-3 (Rev. 6/95)

Reference: 07-80245-1

Page 3 of 3

In WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Grantor(s):

By: _____
Thaddeus McCormack, City Manager
City of Santa Fe Springs

State of California
Department of Transportation

Recommended for Approval:

By: _____
James Marsella, Right of Way Agent
Right of Way Acquisition Branch A

Approved:

By: _____
Andrew P. Nierenberg, Deputy District Director
Right of Way, District 7

By: _____
Bernadette Cotton, Sr. Right of Way Agent
Right of Way Acquisition Branch A

No Obligation Other Than Those Set Forth Herein Will Be Recognized

COUNTY OF LOS ANGELES CITY OF SANTA FE SPRINGS

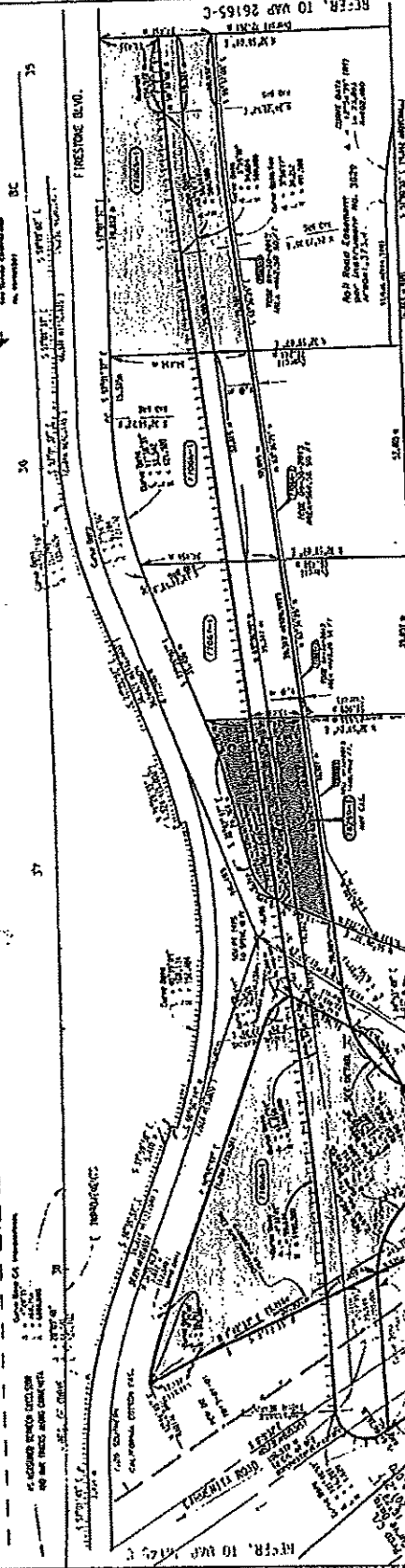
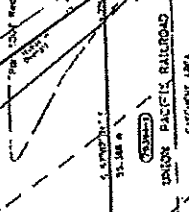
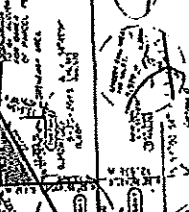
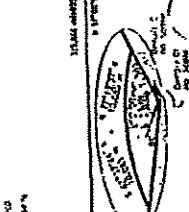
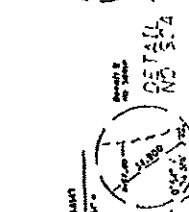
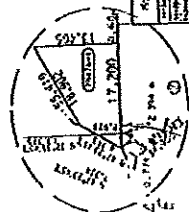


CHART TABLE

AREA	AREA	AREA	AREA
10000	10000	10000	10000
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STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND AGRICULTURE
DEPARTMENT OF TRANSPORTATION

APPRAISAL MAP

NO. 26164-C
07-LA 5-4345-K.P.

DATE: 10/1/54
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TRACT NO.	ACRES	OWNER	VALUE	REMARKS
1	1.00	JOHN J. [Name]	100.00	
2	1.00	JOHN J. [Name]	100.00	
3	1.00	JOHN J. [Name]	100.00	
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98	1.00	JOHN J. [Name]	100.00	
99	1.00	JOHN J. [Name]	100.00	
100	1.00	JOHN J. [Name]	100.00	

CHICAGO TITLE COMPANY

700 S. Flower Street, Suite 800, Los Angeles, CA 90017
(213) 488-4358 Fax (213) 612-4138

CERTIFICATION OF NON-FOREIGN STATUS BY INDIVIDUAL TRANSFEROR (S 1445)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest,

I/WE

hereby certify the following:

1. The real property interest being transferred by me consists of an interest in the real property commonly known as:
2. I am not a nonresident alien for purposes of U.S. income taxation.
3. My U.S. tax payer identification number (Social Security Number) is: _____
4. My home address is: _____

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

UNDER PENALTIES OF PERJURY I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE.

SIGNATURE BLOCK ATTACHED HERETO AND MADE A PART HEREOF

NOTE: For further information furnished concerning the form of this certification, see Temp. Reg 1.1445-T(b), (2).

CONFES -11/9/83- 1c

Attachment 5
Escrow Instructions
Carmenita/I-5 (Parcel 80245-1)

**SIGNATURE BLOCK TO
CERTIFICATION OF NON-FOREIGN STATUS
BY INDIVIDUAL TRANSFEROR
(S 1445)**

ESCROW NO. _____

Dated this ____ **day of** _____, '2011

CHICAGO TITLE COMPANY

700 S. Flower Street, Suite 800, Los Angeles, CA 90017

Phone: (213) 488-4300

Fax: (213) 612-4138

CERTIFICATE OF NON-FOREIGN STATUS FOR ENTITIES

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Seller, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Seller's U.S employer identification is: _____
and
4. Seller's office address is _____

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

SIGNATURE BLOCK ATTACHED HERETO AND MADE A PART HEREOF

**SIGNATURE BLOCK TO
CERTIFICATE OF NON-FOREIGN STATUS
FOR ENTITIES**

ESCROW NO. _____

Dated this ____ **day of** _____, 2011

Seller(s) Signature(s):

Order No.	
County	Los Angeles
State	California
Insured	State of California

OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. [FILL IN APPLICABLE PARAGRAPH A, B, C or D / STRIKE IF NOT APPLICABLE]

A. That Declarant is the owner or lessee, as the case may be (the "Owner"), of certain premises located in the County of _____, State of _____, further described on Preliminary Title Report/Commitment No. _____ (the "Land");
OR

B. That Declarant is the _____ of _____, a _____ corporation, which is the owner or lessee, as the case may be (the "Owner"), of certain premises located in the County of _____, State of _____, further described on Preliminary Title Report/Commitment No. _____ (the "Land"); OR

C. That Declarant is the _____ of _____, a _____ partnership, which is the owner or lessee, as the case may be (the "Owner"), of certain premises located in the County of _____, State of _____, further described on Preliminary Title Report/Commitment No. _____ (the "Land"); OR

D. That Declarant is the _____ of _____, the managing member of _____, a _____ limited liability company, which is the owner or lessee, as the case may be (the "Owner") of certain premises located in the County of _____, State of _____, further described on Preliminary Title Report/Commitment No. _____ (the "Land").

2. [FILL IN APPLICABLE PARAGRAPH A or B / STRIKE IF NOT APPLICABLE]

A. That during the period of six (6) months immediately preceding the date of this declaration, no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever; OR

- B. That during the period of six (6) months immediately preceding the date of this declaration, certain work has been done and materials furnished in connection with

[STATE GENERAL NATURE OF THE WORK] upon the Land in the approximate total amount of \$ _____, but that no work whatever remains to be done and that no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____

Owner, by the undersigned Declarant, agrees to indemnify and hold harmless Chicago Title Insurance Company against any and all claims arising therefrom.

3. That Owner has not previously conveyed the Land, is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy), and has not received notice of any pending court action affecting the title to the Land.
4. That, except as shown in the above referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied security deeds, mortgages, deeds of trust, UCC Financing Statements, claims of lien, special assessments for water, sewage or street improvements, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. That the Land is currently in use as _____, that

occupy(ies) the Land, and that the following are all of the leases or other occupancy rights affecting the Land:

[Please provide a current rent roll to Chicago Title Insurance Company.]

6. That there are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. That there are no outstanding options to purchase or rights of first refusal affecting the Land.

8. That, if the Land is improved with one or more health care facilities, there are no unpaid amounts of public funds advanced under any act set forth below, or any state statute enacted pursuant to any of said acts:

The Hill-Burton Act (42 USC 291, et seq.); the Health Research Facilities Act of 1956 (42 USC 292, et seq.); the Health Professions Educational Assistance Act of 1963 (42 USC 293, et seq.); the Nurse Training Act of 1964 (42 USC 296 et seq.); the National Health Planning and Resources Development Act of 1974 (42 USC 300k, et seq.); the Special Health Revenue Sharing Act of 1975 (42 USC 2689 et seq.); the Developmentally Disabled Assistance and Bill of Rights Act (42 USC 6002 et seq.); the Higher Education Facilities Act (20 USC 701 et seq.); the Community Health Centers Act (42 USC 2693 et seq.); the Architectural Barriers Act of 1968 (20 USC 1132d-11 et seq.).

9. [STRIKE ANY PARAGRAPHS THAT ARE NOT APPLICABLE]

- A. That no real estate broker has been employed in connection with this transaction and there are no commissions due or payable to any real estate broker [applicable for Texas and Georgia]; or
- B. That all real estate brokerage commissions due and payable to brokers whose services were utilized in connection with this transaction will be paid through the closing [applicable for Texas and Georgia].

10. [STRIKE ANY PARAGRAPHS THAT ARE NOT APPLICABLE]

- A. That there is no property manager performing property management services for the property(ies) [applicable for Illinois]; or
- B. That any fees due and owing to any property manager will be paid through closing [applicable for Illinois].

11. That this declaration is made with the intention that Chicago Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys' fees, expenses and costs) incurred by the Company as a result of any untrue statement made herein.

[SIGNATURES APPEAR ON NEXT PAGE]

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated this ____ day of _____, 20__.

OWNER(S):

Subscribed and Sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

Chicago Title Company

700 South Flower Street • Suite 800 • Los Angeles, California 90017 • (213) 488-4300 •
Facsimile (213) 612-4120

NET PROCEEDS INSTRUCTIONS

Escrow No.: _____ Escrow Officer: Maurice Neri /Lizeth Villalobos

The undersigned hereby authorizes and directs Chicago Title Company, hereafter referred to as "the Company", to wire transfer funds, as indicated below, to the Receiving Bank and Account identified below. The undersigned warrants that the information provided in this Authorization is complete and accurate.

Receiving Bank: _____
City/State: _____
ABA #: _____
Wire Payee: _____
Account #: _____
Notify: _____
Phone: _____
Memo: _____
Other: _____

Provided that the funds are wire transferred in accordance with these instructions, the Company shall not be liable for any act or omission of any financial institution or any other person, nor shall the Company have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Federal Funds rate, adjusted daily, for the number of days that such funds are unavailable. The undersigned shall indemnify and hold harmless the Company, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.

In no event shall the Company be liable for any special, consequential, indirect or incidental damages, regardless of whether any claim is based on contract or tort or whether the likelihood of such damage was known to the Company.

SELLER:

STATEMENT OF IDENTITY

For confidential use by Chicago Title Company only, in connection with its Order No. _____ and/or Escrow No. _____.
 This Statement is to be completed and SIGNED PERSONALLY by each party to the transaction and by BOTH HUSBAND AND WIFE, before policy of insurance can be written. This information is necessary because we have been asked to insure a life to real property in which you are interested. In searching your title we may encounter judgments, bankruptcies, divorces, and income-tax liens against persons with names similar to yours. We can quickly eliminate such matters which otherwise cloud the title to this property if you will help us by COMPLETELY filling in the following statement.

MY FULL NAME	BIRTHPLACE _____		DATE OF BIRTH _____	
	SOCIAL SECURITY NO. _____		I HAVE LIVED CONTINUOUSLY IN THE U.S.A. SINCE _____	
	BUSINESS PHONE _____		HOME PHONE _____	
	DRIVER'S LICENSE NO. _____		(IF MARRIED, COMPLETE THE FOLLOWING:)	
SPOUSE	FULL NAME OF SPOUSE _____			
	BIRTHPLACE _____		DATE OF BIRTH _____	
	SOCIAL SECURITY NO. _____		I HAVE LIVED CONTINUOUSLY IN THE U.S.A. SINCE _____	
	BUSINESS PHONE _____		HOME PHONE _____	
DRIVER'S LICENSE NO. _____				
WE WERE MARRIED ON _____		AT _____		
WIFE'S MAIDEN NAME _____				
RESIDENCES AND OCCUPATIONS DURING PAST 10 YEARS	RESIDENCES			
	(Number and Street)		(City)	From (Date) To (Date)
	(Number and Street)		(City)	From (Date) To (Date)
	OCCUPATIONS			
ANY FORMER MARRIAGE OR MARRIAGES	(HUSBAND'S)			
	First Name		Location	
	First Name		Location	
	(WIFE'S)			
First Name		Location		
First Name		Location		
First Name		Location		
(If more space is needed, use reverse side of form)				
CHILDREN	(IF NO FORMER MARRIAGES, WRITE "NONE" OTHERWISE, PLEASE COMPLETE THE FOLLOWING:)			
	NAME OF FORMER WIFE			
	DECEASED _____		DIVORCED _____ WHEN _____ WHERE _____	
	NAME OF FORMER HUSBAND			
DECEASED _____		DIVORCED _____ WHEN _____ WHERE _____		
(If more space is needed, use reverse side of form)				
CHILDREN BY CURRENT OR PREVIOUS MARRIAGE		ADDITIONAL CHILDREN (If Applicable)		
NAME _____		BIRTH DATE _____		
NAME _____		BIRTH DATE _____		
NAME _____		BIRTH DATE _____		

Buyer intends to reside on the property in this transaction. yes ☐ no ☐

(If more space is needed, please use reverse side of this form)

THIS PORTION IS TO BE COMPLETED BY THE SELLER (INCLUDING ABOVE PORTIONS)

The Street Address of the property in this transaction is _____
 (As on Map/Record)

The land is unimproved ☐ ; or improved with a structure of the following type: a Single or 1 to 4 Family ☐ ;
 a Condominium Unit ☐ ; or Other ☐

Improvements, remodeling or repairs to this property have been made within the past six months. yes ☐ no ☐
 If yes, have all costs for labor and materials arising in connection therewith been paid in full? yes ☐ no ☐

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____, at _____ (CITY)

Home Phone _____

Business Phone _____

601-1404/101

(SIGNATURE)

(IF MARRIED, BOTH HUSBAND AND WIFE SHOULD SIGN)

Escrow Officer: Maurice Neri

Escrow No.: _____

SELLER'S INFORMATION SHEET

Prior to the close of escrow, we will need certain information from you to assist us in the processing and closing of your escrow. Please complete all items that apply to your transaction.

INSURANCE AGENT:

Name: _____	Policy Number _____
Address: _____	Phone Number: _____
City, State, Zip _____	Fax Number: _____
Contact Person: _____	Premium Quote: _____

PROPERTY MANAGER:

Name: _____	Account Number _____
Address: _____	Phone Number: _____
City, State, Zip _____	Fax Number: _____
Contact Person: _____	Dues \$ _____ per Month/Quarter

EXISTING DEED(S) OF TRUST: (Where do you make your loan payments?)

Name: _____	Loan Number _____
Address: _____	Phone Number _____
City, State, Zip _____	Fax Number: _____
Due date of last payment made _____	Payment Amt \$ _____

Name: _____	Loan Number _____
Address: _____	Phone Number _____
City, State, Zip _____	Fax Number: _____
Due date of last payment made _____	Payment Amt \$ _____

SS No. or Tax I.D. No. _____

A copy of this form may be used as written authorization of the undersigned to release demands/payoff statement(s) to Chicago Title, 700 S. Flower Street, Suite 900, Los Angeles, CA 90017 - (213) 488-4300; (213) 612-4116-Fax.

Seller(s) Signature(s):

Real Estate Reporting Solicitation (1099 Form)

Escrow # _____

You are required by law to furnish your correct taxpayer identification number, and other information, to the "Settlement Agent" as defined in Section 6045(e) of the Internal Revenue Code, for purposes of 1099S information reporting on real estate transaction will be sent to the Internal Revenue Service and State Franchise Tax Board. Failure to provide the settlement agent, Chicago Title Company, with your correct taxpayer identification number could result in civil or criminal penalties as imposed by law. Should you have any questions regarding the information reporting requirements of this section, you are advised to consult with your attorney, tax advisor or the Internal Revenue Service.

SELLER'S NAME: (enter surname first)

(1) _____

(2) _____

SELLER'S ADDRESS AFTER CLOSE:

(3) _____

(4) City: _____

(5) State: _____ (6) Zip: _____

TAXPAYER IDENTIFICATION NUMBER: (for the name shown at line (1) above)

Employer Identification Number: (7) _ _ _ _ _

• OR •

Social Security Number: (8) _ _ _ / _ _ / _ _ _

ALLOCATION FOR SETTLEMENT TRANSFERORS

If you are ONE of multiple transferors/sellers in this transaction, you can choose to allocate your individual share of "Gross Proceeds" for 1099S reporting. (i.e. 50% share or interest) Transferors, who are husband and wife at the time of closing, may be treated as a single transferor. Complete one of the following selections:

For 1099S reporting purposes, the allocation to be used on my behalf in this transaction is:

(a) _____ % share of the total gross proceeds

-OR-

(b) The amount of \$ _____

NOTE: If, at the closing, there is a resolved conflict of the allocation between multiple transferors or the combined allocations do not total 100% of the reportable gross proceeds, the settlement agent must report the ENTIRE gross proceeds for EACH transferor on each return of information required to be filed. No subsequent corrections or amended 1099S forms will be issued to the transferors under these conditions.

CERTIFICATION

Under penalties of perjury, I / we certify that the number shown on this form is my correct taxpayer identification number.

Seller:

YEAR

CALIFORNIA FORM

2011 Real Estate Withholding Certificate**593-C****Part I - Seller's Information**

Return this form to your escrow company.

Name		SSN or ITIN	
Spouse's/ROP's name (if jointly owned)		Spouse's/ROP's SSN or ITIN (if jointly owned)	
Address (suite, room, PO Box, or PMB no.)		<input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> SOS file no.	
City	State	ZIP Code	Ownership percentage %
Property address (if no street address, provide parcel number and county)			

To determine whether you qualify for a full or partial withholding exemption, check all boxes that apply to the property being sold or transferred.
(See line-by-line notes in the instructions)

Part II - Certifications which fully exempt the sale from withholding:

1. ☐ The property qualifies as the seller's (or decedent's, if sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121.
2. ☐ The seller (or decedent, if sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period.
3. ☐ The seller has a loss or zero gain for California income tax purposes on this sale. To check this box you must complete Form 593-F, Real Estate Withholding-Computation of Estimated Gain or Loss, and have a loss or zero gain on line 16.
4. ☐ The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for nonrecognition of gain for California income tax purposes under IRC Section 1033.
5. ☐ The transfer qualifies for nonrecognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest).
6. ☐ The seller is a corporation (or a limited liability company (LLC) classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State (SOS) or has a permanent place of business in California.
7. ☐ The seller is a California partnership, or qualified to do business in California (or an LLC that is classified as a partnership for federal and California income tax purposes and is not a single member LLC) that is not disregarded for federal and California income tax purposes. If this box is checked, the partnership or LLC must still withhold on nonresident partners or members.
8. ☐ The seller is a tax-exempt entity under California or federal law.
9. ☐ The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust.

Part III - Certifications that may partially or fully exempt the sale from withholding:

Real Estate Escrow Person (REEP): See instructions for amounts to withhold.

10. ☐ The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031.
11. ☐ The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031.
12. ☐ The transfer of this property is an installment sale where the buyer is required to withhold on the principal portion of each installment payment. Copies of Form 593-I, Real Estate Withholding Installment Sale Acknowledgement, and the promissory note are attached.

Part IV - Seller's Signature

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent. I understand that the Franchise Tax Board may review relevant escrow documents to ensure withholding compliance and that completing this form does not exempt me from filing a California income or franchise tax return to report this sale.

Seller's Name and Title _____ Seller's Signature _____ Date _____
 Spouse's/ROP's Name _____ Spouse's/ROP's Signature _____ Date _____

Please verify that the SSN or ITIN listed above in Part I of this form is correct.

Seller: If you checked any box in Part II, you are exempt from real estate withholding.

If you checked any box in Part III, you may qualify for a partial or complete withholding exemption.

If you did not check any box in Part II or Part III, the withholding will be 3 1/3% (.0333) of the total sales price or the optional gain on sale withholding amount certified by seller on Form 593, Real Estate Withholding Tax Statement.

If you are withheld upon, the withholding agent should give you nine copies of Form 593. Attach a copy to the lower front of your California income tax return and make a copy for your records.

Keep Form 593-C for five years following the close of the transaction. You must furnish the form to the Franchise Tax Board upon request.



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Approval of a Public Highway At-Grade Crossing Agreement for Carmenita Place in Conjunction with the Carmenita/I-5 Freeway Widening Project

RECOMMENDATION

That the City Council approve the Public Highway At-Grade Crossing Agreement and authorize it to be executed by the Mayor.

BACKGROUND

The Department of Transportation (Caltrans) is ready to begin the Carmenita segment of the I-5 Freeway Widening project. In November 2009 the City Council approved a Revised Freeway Agreement whereby the City consented to the closing, relocation and modification of those City streets that will be needed to accommodate the Carmenita project.

One of the City streets to be modified is East Firestone Boulevard. As shown on the Location Map (Attachment 1) this street connects Carmenita Road to Firestone Blvd. In conjunction with the State project, East Firestone Blvd. will be eliminated and a new street, Carmenita Place, will be constructed.

The elimination of East Firestone Blvd. and the construction of Carmenita Place will require the removal of the existing at-grade crossing of the Union Pacific (UP) Railroad right-of-way on Carmenita Road. A new crossing will then be created where Carmenita Place will cross the UP Railroad right-of-way. All work will be done by the State or UP Railroad. However, once the Carmenita segment has been completed, the State will relinquish control of Carmenita Place to the City of Santa Fe Springs and at that time the City will need to assume the State obligations with respect to maintenance and operation of the new crossing. This is because the new crossing will be on a City maintained street.

Attachment 2, entitled "Public Highway At-Grade Crossing Agreement", has been prepared by the State to formally establish the terms, conditions, obligations and requirements associated with the construction, maintenance and use of the new UP crossing that will be constructed on Carmenita Place.

This document has been reviewed by staff and is ready to be executed by the Mayor once the agreement has been approved by the City Council. The key rights of, and obligations to be assumed by, the City of Santa Fe Springs once Carmenita Place has been relinquished are summarized as follows:

1. The City will retain the right to have an at-grade street crossing at this location to facilitate proper circulation.

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: July 6, 2011

2. The City and UP Railroad will share equally the on-going cost to maintain and repair the new public crossing.
3. Any work done by the City within UP Railroad right-of-way must comply with all applicable UP requirements relative to design, permits, insurance and construction.

FISCAL IMPACT

The obligations associated with the new crossing on Carmenita Place are the same as those associated with the existing crossing on East Firestone Boulevard and do not impose any new financial obligations on the City.

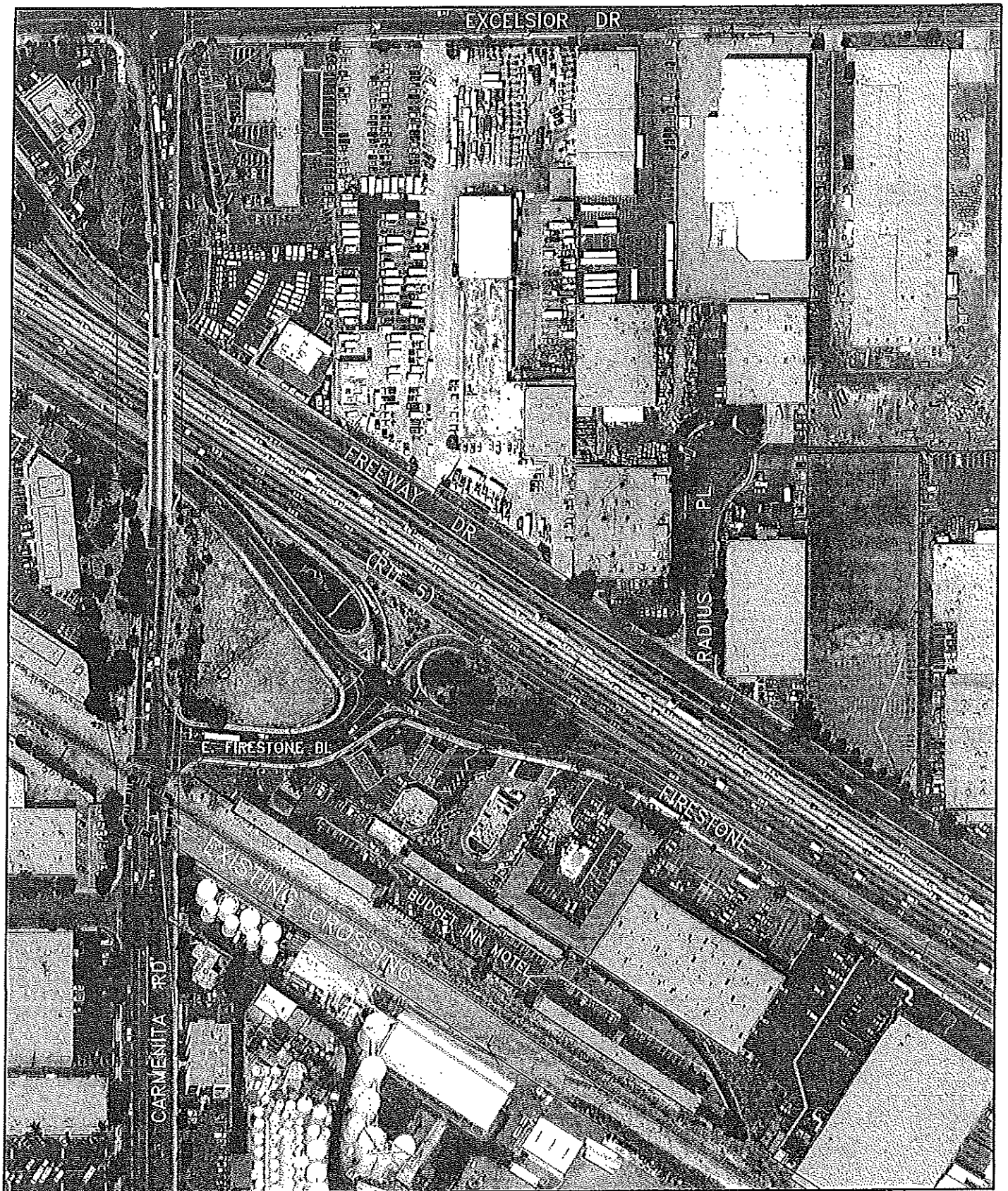
INFRASTRUCTURE IMPACT

The State freeway widening project will result in the modification of City streets. All such modifications are authorized under the Freeway Agreement approved by the City in 2009. Plans for making the changes needed to the UP Railroad crossing to accommodate the State's project have been reviewed and approved by Public Works and incorporated into the plans for the State project.


Thaddeus McCormack
City Manager

Attachment(s):

1. Location Map
2. Public Highway At-Grade Crossing Agreement (No. 07R293)



LOCATION MAP FOR
CARMENITA RD./ I-5 FWY
PUBLIC AT-GRADE CROSSING



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

License Agreement with Burlington Northern Santa Fe Railway Company to Maintain a Fiber Optic Line on the North Side of Telegraph Road East of Bloomfield Avenue

RECOMMENDATION

That the City Council take the following actions:

1. Approve the License Agreement with Burlington Northern Santa Fe Railway Company for the maintenance of a fiber optic line on the north side of Telegraph Road east of Bloomfield Avenue; and
2. Authorize the City Manager to execute the License Agreement.

BACKGROUND

As part of the Interstate 5 (I-5)/Telegraph Road ITS Project, the Los Angeles County Department of Public Works (LACDPW) has installed a fiber optic line along Telegraph Road from the San Gabriel River to Carmenita Road. This fiber optic line will serve as the backbone for a communication system that will feed live video signals and real-time traffic flow information from two traffic surveillance cameras (one at Cedardale Drive and one at Norwalk Boulevard) and the 15 signalized intersections along the Telegraph Road corridor to two monitoring stations to be located at City Hall and the Municipal Services Yard.

This system will allow staff to monitor traffic conditions along the Telegraph Road corridor on an as-needed basis and make minor changes to signal timing parameters as well as perform limited troubleshooting at signalized locations. In the future, the system will be expanded to include most of the signals in the City via a combination of additionally installed fiber optic lines and the use of wireless technology. Due to the fact that the Burlington Northern Santa Fe Railway Company (BNSF) right-of-way envelope extends both vertically above and below the actual tracks, any facility crossing the BNSF right-of-way requires the execution of a license agreement with BNSF. The term of the proposed license agreement is 20 years and the license fee is \$500 per year. LACDPW will prepay the license agreement for the first 20 years. After the expiration of this initial 20-year license agreement, if the fiber optic line is still needed, the agreement would have to be renewed and the City would be responsible for the annual fee.

FISCAL IMPACT

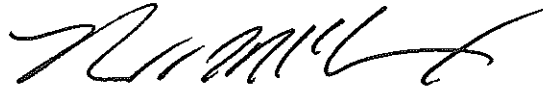
The total fees associated with the License Agreement are \$1,600. The fees consist of an application fee (\$600) and railroad protective liability insurance (\$1,000). After the expiration of the 20-year license agreement and if there is still a need for the fiber optic line, the City would then be responsible to pay the annual license fee upon renewal of the license agreement.

Report Submitted By: Don Jensen, Director
Department of Public Works

Date of Report: July 6, 2011

INFRASTRUCTURE IMPACT

This fiber optic line will serve as the backbone for a communication system that will feed live video signals and real-time traffic flow information.



Thaddeus McCormack
City Manager

Attachment(s)

1. License Agreement



JONES LANG
LASALLE

Jones Lang LaSalle Americas, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800
tel +1 817-230-2600, fax +1 817 306-8265

February 25, 2009

08-37405

City of Santa Fe Springs
Attention: Mr. Masashi Tsujii
11710 Telegraph Rd.
Santa Fe Springs, California 90670

Dear Mr. Tsujii:

Enclosed please find a revised copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please execute and return both copies with original signature for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$10000.00 payable to BNSF Railway Company which covers the contract fee(s).

You should have been or will be contacted by IDS, the BNSF's Insurance Tracking Company. If you have not, and you have any questions regarding any of the insurance requirements, please contact Aimee Austin, via fax, at 951-766-2299. If you have not done so, please fax the following insurance documents to Ms. Austin:

1. A Certificate of Insurance as required in the agreement.
2. A separate policy for Railroad Protective Liability Insurance as required in the agreement (ORIGINAL POLICY MUST BE PROVIDED). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$800.00 with your check.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$350.00.

Sincerely,

Vicki Norman
Associate Contract Specialist
Enclosures

Law Department Approved

Licensors rail corridor, except Licensor in the future shall not place any encumbrance upon any Licensor rail corridor then subject to a License to Licensee or enter into any easement, lease, license, permit or agreement, which would materially disrupt Licensee's ability to exercise rights under this License or to utilize the Fiber Optic Facilities covered by a License and Licensee acknowledges that its ability to exercise rights under this License or to utilize such Fiber Optic Facilities would not be materially disrupted if either: (a) Licensee is relocated to another location within the applicable Licensor rail corridor in accordance with the terms of the License, or could be located elsewhere in the rail corridor; or (b) Licensor preserves fiber optic rights and makes those rights available to Licensee at no charge payable by Licensee to the holder of the land interest where such rights are located and changes following any conveyance by Licensor of its ownership interest in such a parcel have not caused a significant physical limitation on constructing Fiber Optic Facilities through such parcel (and Licensee agrees that any cost of enforcing such rights shall be the responsibility of Licensee). Licensor therefore conveys to Licensee no more right, title and interest in any rail corridor than Licensor holds in such rail corridor at the time of conveyance, and Licensee hereby releases Licensor from any and all liability, cost, loss, damage or expense in connection with any claims that Licensor lacked sufficient legal title to convey the rights described herein.

3. Licensee shall use the Premises solely for construction and maintenance and use of a Fiber Optic Line. Licensee shall not use the Premises for any other purpose. Licensee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Premises.
4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Fiber Optic Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

TERM

6. This License shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.

COMPENSATION

7. (a) Licensee shall pay Licensor, prior to the Effective Date, the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as compensation for the use of the Premises.
- (b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction, maintenance, and use of the Fiber Optic Line, including but not limited to the furnishing of

- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
- (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

- 11. (a) Licensee shall notify Licensor's Roadmaster at 7427 Rosemead Blvd., Pico Rivera, California, 90660, telephone (323) 307-5815 or cell phone (323) 864-3852, at least five (5) business days prior to installation of the Fiber Optic Line and prior to entering the Premises for any subsequent maintenance thereon.
- (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 12. Licensee shall, at its sole cost and expense, construct and at all times maintain the Fiber Optic Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install Licensee's Fiber Optic Line is strictly prohibited unless advance written approval is granted by Licensor. Unless otherwise specified, all underground line shall be installed at least 48 inches below grade level.
- 13. (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- (b) Licensee shall, at its sole cost and expense and subject to the supervision of Licensor's Roadmaster, locate, construct and maintain Fiber Optic Line in such a manner and of such material that it will not at any time be a source of danger to

17. (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the Fiber Optic Line, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed Fiber Optic Line. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.
- (b) For all bores greater than 26-inch diameter, and at a depth of less than 10.0 feet below base of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
18. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- (a) filled in to surrounding ground level with compacted bentonite grout; or
- (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
19. Upon termination of this License, Licensee shall, at its sole cost and expense:
- (a) remove the Fiber Optic Line and all appurtenances thereto at the Licensor's sole discretion;
- (b) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE FIBER OPTIC LINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

22. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY

Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$800.00.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.

Licensee's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services - RR, Inc. as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and Staubach Global Services - RR, Inc. as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- (b) Licensee shall give Licensors immediate notice to Licensors's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Fiber Optic Line which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors's right-of-way.
- (d) Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors's request for information regarding said conditions or activities.

ALTERATIONS

25. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensors's prior written consent.

NO WARRANTIES

26. LICENSORS'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSORS OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTICES

33. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Staubach Global Services - RR, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. - AOB3
Fort Worth, TX 76131
Attn: Manager - Land Revenue Management

If to Licensee: City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, California 90670

SURVIVAL

34. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Fiber Optic Line and improvements are removed and the Premises are restored to its condition as of the Effective Date.

RECORDATION

35. It is understood and agreed that this License shall not be placed on public record.

APPLICABLE LAW

36. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

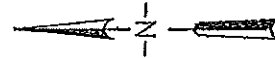
37. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

EXHIBIT "A"ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY

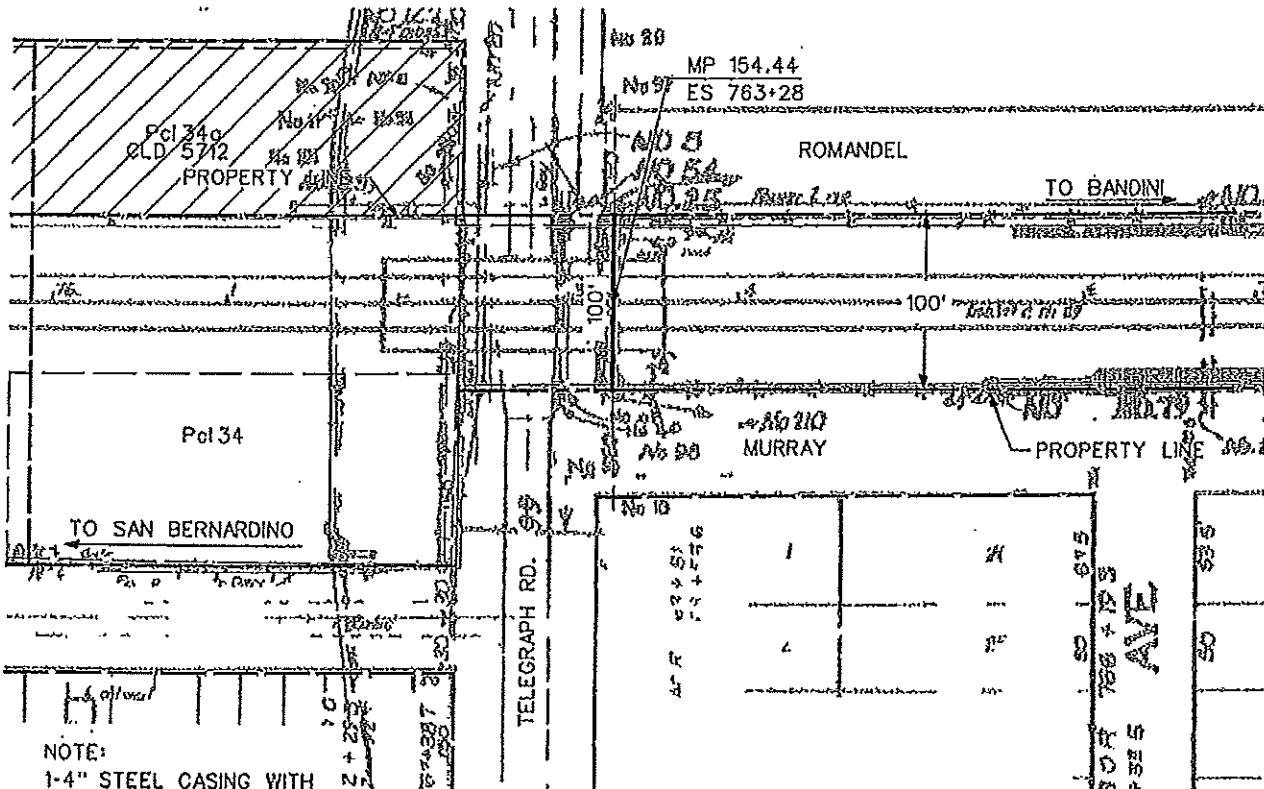
AND

CITY OF SANTA FE SPRINGS

SCALE: 1 IN. = 100 FT.
 CALIFORNIA DIV.
 SAN BERNARDINO SUBDIV. L.S. 7600
 DATE 01/06/2009
 REVISED DATE 02/24/2009



MAP REF. 509083



NOTE:
 1-4" STEEL CASING WITH
 4-1.25" CONDUITS INSIDE
 2-OCCUPIED & 2-VACANT

DESCRIPTION OF WIRES UNDER TRACK
 WIRES LOCATED AS SHOWN BOLD

TYPE	COMMUNICATION	SIZE OF CONDUIT	4"X100'
NUMBER	2-FIBER OPTIC	CONDUIT MATERIAL	PVC
VOLTAGE		WALL THICKNESS	0.188"
		LENGTH ON R/W	100'

NOTE: CASING TO BE DIRECTIONAL BORED ONLY
 AT SANTA FE SPRINGS
 COUNTY OF LOS ANGELES

BASE OF RAIL
 TO TOP OF CONDUIT SEE NOTE

STATE OF CA

AFV



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Approval of Pipeline License Agreement with Burlington Northern Santa Fe Railway (BNSF) for the Valley View Avenue Grade Separation Project – City Storm Drain Main and Laterals

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Pipeline License Agreement with BNSF for the Valley View Avenue Grade Separation Project – City Storm Drain Main and Laterals; and
2. Authorize the Director of Public Works to execute the Pipeline License Agreement.

BACKGROUND

The Valley View Grade Avenue Separation Project involves eliminating the existing at-grade crossing of the BNSF railroad tracks on Valley View Avenue south of Stage Road.

As part of the project, existing underground water facilities owned by the City of Santa Fe Springs will need to be modified, removed or relocated. Since the new underpass will be approximately twenty-two feet (22') below the existing grade, the existing storm drain will be removed and replaced with a new storm drain system in Valley View Avenue. The proposed storm drain system will convey storm runoff in the underpass and discharge southerly into the La Mirada Creek. Since the proposed storm drain system will be crossing the BNSF railroad tracks, a Pipeline License Agreement is required from BNSF.

The proposed storm drain main varies from forty-two inches (42") to forty-eight inches (48") in diameter and is made of reinforced concrete pipe. The size of the pipe diameter at the railroad crossing is forty-two inches. In addition, to the storm drain mainline, three storm drain laterals and accompanying catch basins will be located within the BNSF right-of-way. These facilities are also included as part of the Pipeline License Agreement. The proposed storm drain work is already included in the plans and specifications for the Valley View Avenue Grade Separation project.

FISCAL IMPACT

As indicated in the Pipeline License Agreement, the total fee for this agreement is \$9,800. The fee includes the following: pipeline license fee (\$8,800) and Railroad Protective Liability Insurance (\$1,000). This cost will be reimbursed with State or Federal funds that have been allocated to this project. Local funds will be needed only to make initial payments.

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: July 6, 2011

INFRASTRUCTURE IMPACT

Execution of the agreement will allow City-owned storm drain facilities that are in conflict with the proposed construction of the Valley View Avenue Grade Separation to be modified, removed or relocated.



Thaddeus McCormack
City Manager

Attachment(s):
Pipeline License Agreement



JONES LANG
LASALLE

Jones Lang LaSalle Americas, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800
tel +1 817-230-2600, fax +1 817 306-8265

July 6, 2011

City of Santa Fe Springs
Attention: Mr. Noe Negrete
11710 Telegraph Road
Santa Fe Springs, California 90760-3658

11-42824

Dear Mr. Negrete:

Enclosed please find a revised copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and return both copies with original signature for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$8,800.00 payable to BNSF Railway Company which covers the remaining cost of the contract fee(s). Total cost was \$10,000.00 and \$1,200.00 paid from other permit application fees applied to this permit and the other permits were cancelled.

You should have been or will be contacted by Ebix, the BNSF's Insurance Tracking Company. If you have not, and you have any questions regarding any of the Insurance requirements, please contact Almee Austin, via fax, at 951-652-2882. If you have not done so, please fax the following Insurance documents to Ms. Austin:

1. A Certificate of Insurance as required in the agreement.
2. A separate policy for Railroad Protective Liability Insurance as required in the agreement (ORIGINAL POLICY MUST BE PROVIDED). BNSF Railway Company will be the only Insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,000.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$600.00.

Sincerely,

Vicki Norman
Associate Contract Specialist
Enclosures

PIPELINE LICENSE

THIS LICENSE ("License"), made as of the ____ day of _____, 2011, ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF SANTA FE SPRINGS**, ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), Three (3) Pipelines, Eighteen (18") inches in diameter; One (1) Pipeline Twenty Four (24") inches in diameter; One (1) Pipeline Forty Two (42") inches in diameter; and Three (3) Seven (7') foot by Three (3') foot inlets ("PIPELINE"), across or along the rail corridor of Licensor at or near the station of Santa Fe Springs, County of Los Angeles, State of California, Line Segment 7600, Mile Post 158.41, as shown on the attached Drawing No. 1-51804, dated May 16, 2011, and revised on June 23, 2011, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPELINE in accordance with the Drawings and Specifications carrying storm runoff. Licensee shall not use the PIPELINE to carry any other commodity or use the Premises for any other purpose.

Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPELINE on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPELINE and restore Licensor's property as herein elsewhere provided.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.

5. Any contractors or subcontractors performing work on the PIPELINE or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

TERM

6. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

COMPENSATION

7. (a) Licensee shall pay Licensor, prior to the Effective Date, the sum of Ten Thousand and No/100 Dollars (\$10,000) as compensation for the use of the Premises.
- (b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the PIPELINE, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- (c) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

COMPLIANCE WITH LAWS

8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the PIPELINE and the use of the Premises.

- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

9. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF LICENSOR TO USE

10. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
 - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
 - (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

11. (a) Licensee shall notify Licensor's Roadmaster at 7427 Rosemead Blvd., Pico Rivera, California, 90660, telephone (323) 307-5815 (Office) or (909) 965-2408 (Cell), at least ten (10) business days prior to installation of the PIPELINE and prior to entering the Premises for any subsequent maintenance thereon.
- (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
12. (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do

Form 424; Rev. 04/26/05

so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- (b) Licensee shall, at its sole cost and expense, construct and maintain the PIPELINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the PIPELINE at any time for compliance with the Drawings and Specifications. If ordered at any time to halt construction or maintenance of the PIPELINE by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the PIPELINE, it being solely Licensee's responsibility to ensure that the PIPELINE is constructed in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, upon receipt of an invoice for the same. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
13. During the construction and any subsequent maintenance performed on the PIPELINE, Licensee shall perform such work in a manner to preclude damage to the property of Licensor, and preclude interference with the operation of its railroad. The construction of the PIPELINE shall be completed within one (1) year of the Effective Date. Upon completion of the construction of the PIPELINE and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore Licensor's Premises to their former state as of the Effective Date of this License.
14. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the PIPELINE, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the PIPELINE as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of a new PIPELINE(s).
15. (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use

suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the PIPELINE, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed PIPELINE. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

- (b) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
16. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- (a) filled in to surrounding ground level with compacted bentonite grout; or
 - (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
17. Upon termination of this License, Licensee shall, at its sole cost and expense:
- (a) remove the PIPELINE and all appurtenances thereto, or, at the sole discretion of the Licensor, fill and cap or otherwise appropriately decommission the PIPELINE with a method satisfactory to Licensor;
 - (b) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;
 - (c) remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - (d) leave the Premises in the condition which existed as of the Effective Date of this License.

18. Licensee's on-site supervisions shall retain/maintain a fully executed copy of this License at all times while on the Premises.

LIABILITY

19. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR
- (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 19(a), LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE

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PIPELINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

- 20. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

INSURANCE

- 21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ♦ Bodily Injury and Property Damage
- ♦ Personal Injury and Advertising Injury
- ♦ Fire legal liability
- ♦ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ♦ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ♦ The definition of Insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ♦ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ♦ Bodily injury and property damage
- ♦ Any and all vehicles owned, used or hired

- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:

- ♦ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ♦ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the PIPELINE. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the PIPELINE is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ♦ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ♦ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ♦ Endorsed to include Evacuation Expense Coverage Endorsement.
- ♦ No other endorsements restricting coverage may be added.

- ♦ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,000.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.

Licensee's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation, Contractor's Pollution Legal Liability and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services - RR, Inc. as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and Staubach Global Services - RR, Inc. as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

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Any Insurance policy shall be written by a reputable Insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's Insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required Insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the Insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain Insurance coverages as set forth herein, naming Licensor as an additional Insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that Insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the Indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required Insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

22. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any

release on or from the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

- (c) In the event that Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the PIPELINE which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors's right-of-way.
- (d) Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors's request for information regarding said conditions or activities.

ALTERATIONS

- 23. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensors's prior written consent.

NO WARRANTIES

- 24. LICENSORS'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSORS OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

QUIET ENJOYMENT

- 25. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

DEFAULT

- 26. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this License by operation of law, Licensors may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensors of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall

any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 26 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

LIENS AND CHARGES

27. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 27 or any other Section of this License. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

TERMINATION

28. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
29. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

30. Neither Licensee, nor the heirs, legal representatives, successors, or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

31. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Staubach Global Services - RR, Inc.
 3017 Lou Menk Drive, Suite 100
 Fort Worth, TX 76131-2800
 Attn: Licenses/Permits

with a copy to: BNSF Railway Company
 2500 Lou Menk Dr. – AOB3
 Fort Worth, TX 76131
 Attn: Manager – Land Revenue Management

If to Licensee: City of Santa Fe Springs
 11710 Telegraph Road
 Santa Fe Springs, California 90760-3658

SURVIVAL

32. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the PIPELINE and improvements are removed and the Premises are restored to its condition as of the Effective Date.

RECORDATION

33. It is understood and agreed that this License shall not be placed on public record.

APPLICABLE LAW

34. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

35. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTEGRATION

36. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

MISCELLANEOUS

37. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
38. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

Staubach Global Services - RR, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Staubach Global Services - RR, Inc.,
Its Attorney in Fact
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131-2800

By: _____
Ed Darter
Title: Vice President - National Accounts

CITY OF SANTA FE SPRINGS

11710 Telegraph Road
Santa Fe Springs, California 90760-3658

By: _____
Title: _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF SANTA FE SPRINGS, CA

SCALE: 1 IN. = 100 FT.

CALIFORNIA DIV.

SAN BERNARDINO SUBDIV. L.S. 7600

DATE 05/16/2011 REV. 06/23/2011

SECTION: 21

TOWNSHIP: 03S

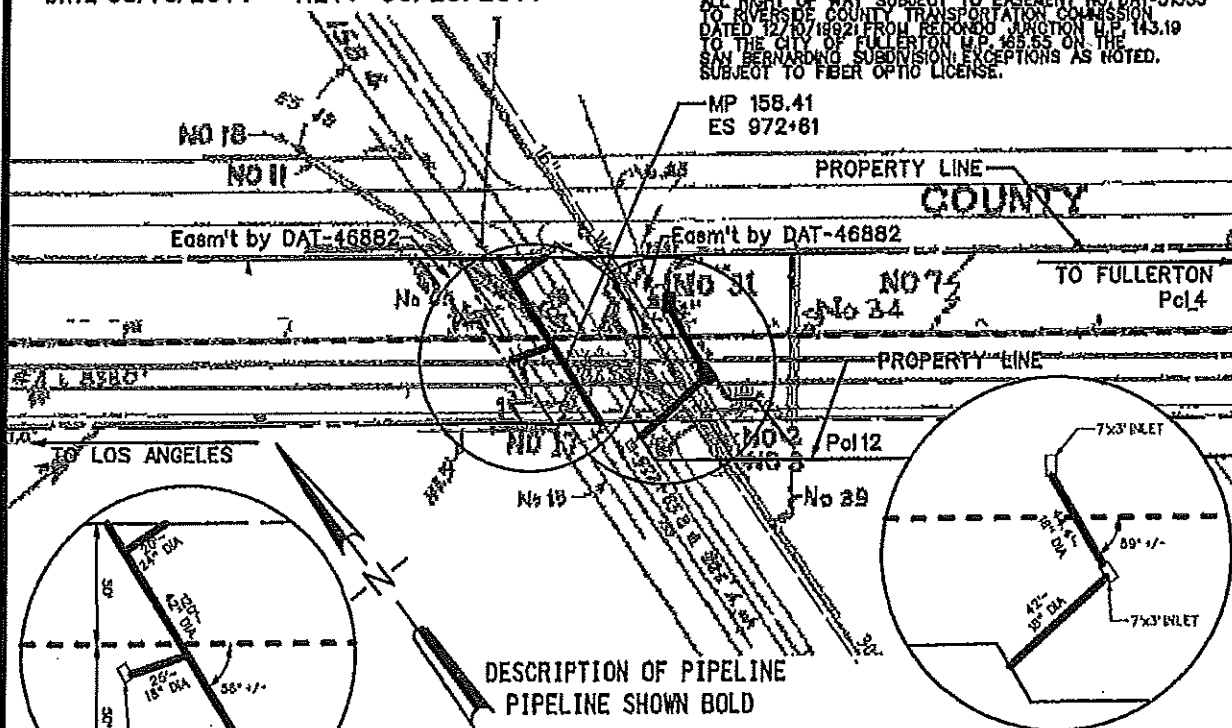
RANGE: 11W

MERIDIAN: SBM



NOTE:
ALL RIGHT OF WAY SUBJECT TO EASEMENT NO. DAT-51535
TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION
DATED 12/10/1992 FROM REDONDO UNION L.P. 143.19
TO THE CITY OF FULLERTON M.P. 165.65 ON THE
SAN BERNARDINO SUBDIVISION. EXCEPTIONS AS NOTED.
SUBJECT TO FIBER OPTIC LICENSE.

MAP REF. 505512



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	18", 24", 42"	—	LENGTH ON R/W:	251.4'	—
CONTENTS:	STORM RUNOFF	—	WORKING PRESSURE:	GRAVITY	—
PIPE MATERIAL:	RCP	—	BURY: BASE/RAIL TO TOP OF PIPE	25.3'	—
SPECIFICATION/GRADE:	C76	—	BURY: NATURAL GROUND	24.6'	—
WALL THICKNESS:	VARIES	—	BURY: ROADWAY DITCHES	24.6'	—
COATING:	—	—	CATHODIC PROTECTION	—	—

VENTS: NUMBER N/A SIZE N/A HEIGHT OF VENT ABOVE GROUND N/A

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT SANTA FE SPRINGS
COUNTY OF LOS ANGELES

STATE OF CA

JWD



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Alcohol Sales Conditional Use Permit Case No. 43-2

A request to allow the continued operation and maintenance of an alcohol beverage sales use for on-site customer consumption at the Mariscos Sol Y Mar Restaurant located at 8021 Norwalk Boulevard, within the Cefalia Center in the C-4, Community Commercial, Zone.

(Ramona Valdez, Mariscos Sol Y Mar Restaurant)

RECOMMENDATION

That the City Council: Approve Alcohol Sales Conditional Use Permit Case No. 43-2, subject to the conditions of approval as stated in this staff report. Said Permit shall be subject to a compliance review in three years, prior to July 27, 2014, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval.

BACKGROUND

In conformance with Section 155.628 of the City Zoning Regulations, the applicant is requesting reconsideration of Alcohol Sales Conditional Use Permit (ASCUP) No. 43-2 to allow the continued sale of alcoholic beverages for on-site consumption. At their respective meetings of October 27 and November 10, 2008, the Planning Commission and City Council granted the initial approval of ASCUP Case No. 43.

The family owned and operated restaurant offers Mexican seafood dishes accompanied by beer and wine sales. The subject restaurant is within the Cefalia Center at 8021 Norwalk Boulevard. The restaurant has been in existence since the center was constructed in 1962; however, the restaurant has gone through several ownership changes. The last ownership change occurred in June 2007, when Mrs. Ramona Valdez acquired the restaurant and opened it under the new name of Mariscos Sol Y Mar. Currently, the restaurant holds a Type 41 license issued by the California Department of Alcohol Beverage Control for the sale of beer and wine for on-site customer consumption.

CALLS FOR SERVICE

Staff has not received any complaints generated by the restaurant use, and the Department of Police Services has not received any calls for service during the last licensing period.

STAFF CONSIDERATIONS-STATUS REPORT

As part of the alcohol sales conditional use permit process, staff conducted a review of the applicant's operation and an inspection of the site to ensure compliance with the conditions of approval as set forth in the initial approval of this Permit.

After conducting said investigation, Staff found that the establishment is being maintained and operated in full compliance with the conditions of approval as set forth in this report, and is in compliance with the ABC regulations.

Staff is recommending that Conditional Use Permit No. 43-2 be subject to a compliance review in three years, prior to July 27, 2014, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval.

CONDITIONS OF APPROVAL

Staff did not add any additional Conditions of Approval, but made a time change to Item No. 21.

1. That the sales, service and consumption of alcoholic beverages shall be permitted only between the business hours of 9:00 a.m. to 9:00 p.m., each day of the week or as permitted by the Alcohol Beverage Control.
2. That the Type 41 Alcoholic Beverage Control license allowing onsite consumption of beer and wine in connection with a bonafide eating establishment shall be restricted to the sale for consumption of alcoholic beverages on the subject site only; the use shall not sell alcoholic beverages for transport and/or consumption off the subject premises.
3. That the Type 41 Alcoholic Beverage Control license allowing the sale of alcoholic beverages only in conjunction with a bonafide public eating place shall not be exchanged for a public premises type license, nor operated as a public premises; thus alcoholic beverage sales shall not comprise more than 25% of gross sales.
4. That the applicant and/or her employees shall not allow any person who is intoxicated or under the influence of any drug, to enter, be at, or remain upon the licensed premises, as set forth in Section 25602(a) of the Business and Professions Code.
5. That the applicant and/or his employees shall not sell, furnish or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658 (a) of the State Business and Professions Code.
6. That the applicant and/or his employees shall not permit any person under 21 years of age to sell alcoholic beverages.
7. That solicitation of drinks is prohibited; that is, an employee of the licensed premises shall not solicit alcoholic drinks from customers. Refer to Section 303 of the California Penal Code and Section 25657 of the Business and Professions Code.

8. That it shall be the responsibility of the applicant and/or his employees to ensure that all alcoholic beverages purchased on the subject site shall be consumed within the business establishment; all stored alcoholic beverages shall be kept in a locked and secured area that is not accessible to patrons at all times.
9. That the applicant and/or his employees shall not allow any person to loiter on the subject premises, shall report all such instances to the City's Police Services Center.
10. That a maximum occupancy placard shall be maintained posted over each doorway. This occupancy limitation shall not be violated at anytime.
11. That streamers, banners, pennants, whirling devices or similar objects that wave, float, fly, rotate or move in the breeze shall be prohibited unless approved by the Director of Planning and Development. A written request shall be submitted to the Department of Planning and Development 30 days prior to date the Applicant desires to use such advertisements.
12. That the applicant must receive approval by the Director of Public Works for any installation of newspaper racks on the exterior of the premises.
13. That vending machines, water machines, pay telephones, and other similar equipment shall not be placed outdoors visible from the street or adjacent properties.
14. That there shall be no live entertainment, amplified music or dancing permitted on the premises at any time.
15. That there shall be no pool tables or coin-operated games maintained upon the premises at any time.
16. That there shall be no bar or lounge area upon the licensed premises maintained for the primary purpose of alcohol sales or consumption of alcoholic beverages directly to patrons for consumption.
17. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan that shall be submitted within thirty (30) days of the effective date of this approval that shall address the following for the purposes of minimizing risks to the public's health, welfare and safety:
 - (A) A description of the storage and accessibility of alcoholic beverages on display as well as surplus alcoholic beverages in storage;

- (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to, placement of signage, landscaping, ingress and egress controls, security systems, and site plan layouts;
 - (C) A description of how the applicant plans to educate employees on their responsibilities and the actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors and the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit occurring on the subject premises and the procedures for such notifications.
 - (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to ensure the protection of the public's health, welfare and safety.
18. That in the event the applicant intend to sell, lease or sublease the subject business operation or transfer the subject permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than 60 (sixty) days prior to signing of the agreement to sell, lease or sublease.
19. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department permits, in a place conspicuous to all employees of the location.
20. That failure to comply with the foregoing conditions of approval shall be cause for procedures to suspend and/or revoke this permit.
21. That this Permit shall be subject to a compliance review in three years, prior to July 27, 2014, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
22. That all other applicable requirements of the City Zoning Ordinance, California Building Code, California Fire Code, Business & Professions Code, the determinations of the City and State Fire Marshall, and all other applicable regulations shall be strictly complied with.
23. That ASCUP Case No. 43-2 shall be subject to any other conditions the City Council may deem necessary to impose.

24. That this permit shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating that he is aware of and accepts all the conditions of this permit.
25. It is hereby declared to the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated the permit shall be void and the privileges granted hereunder shall lapse.

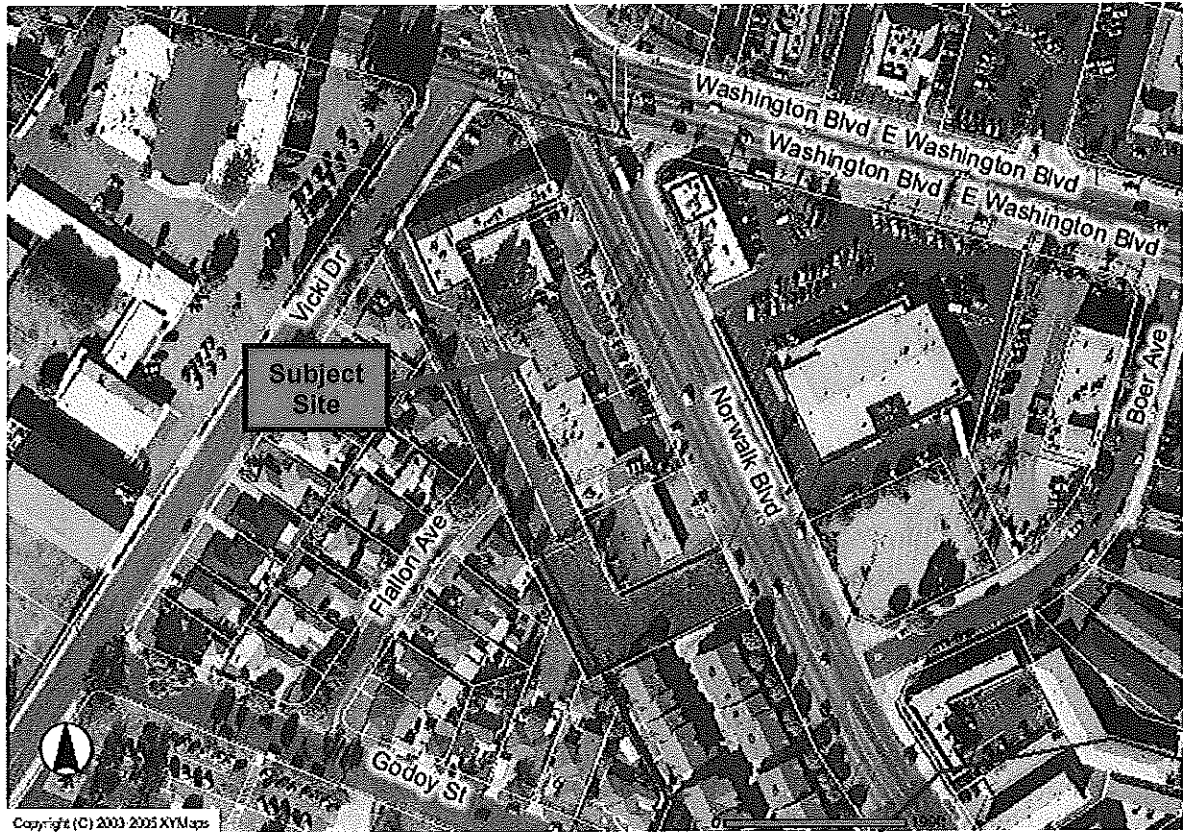


Thaddeus McCormack
City Manager

Attachment(s)

1. Aerial Photograph

Location Map



CITY OF SANTA FE SPRINGS

Alcohol Sales Conditional Use Permit Case No. 43-2
Mariscos Sol Y Mar Restaurant
8021 Norwalk Blvd.
Santa Fe Springs



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

Alcohol Sales Conditional Use Permit Case No. 35-5

A request to allow the continued operation and maintenance of an alcohol beverage sales use for on-site customer consumption at the Señor Charlie's Sports Bar and Grill at 9803 Santa Fe Springs Road, in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area.

(Ricardo Jimenez, Señor Charlie's Sports Bar and Grill)

RECOMMENDATION

That the City Council approve Alcohol Sales Conditional Use Permit Case No. 35-5, subject to the conditions of approval as stated in this staff report. Said Permit shall be subject to a compliance review in five years, prior to July 27, 2016, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval.

BACKGROUND

As is required by Section 155.628 of the City's Zoning Regulations, any business engaged in the sale, storage or manufacture of any type of alcoholic beverage meant for on or off-site consumption is required to obtain a Conditional Use Permit.

At their respective meetings of August 9, and August 12, 2006 the Planning Commission and the City Council initially granted Alcohol Sales Conditional Use Permit (ASCUP) Case No. 35 and concurrent Entertainment Conditional Use Permit (ECUP) No. 13 for a period of one year. Since the initial approval, several time extensions have been granted by the Planning Commission and City Council.

The applicant, Señor Charlie's Sports Bar and Grill, serves a wide array of Mexican food accompanied by alcoholic drinks and disc jockey entertainment. The restaurant is open for business Monday-Friday from 11:00 A.M. to 2:00 A.M., Saturday from 8:00 P.M. to 2:00 A.M., and is currently closed on Sunday.

CALLS FOR SERVICE

In 2010 there were a total of (13) calls for service, three involved disturbances or fights. In 2011, a total of (4) calls for service were reported. The calls consisted of a disturbing subject, vandalism, assistance call, and a traffic stop. No calls were directly related to the sale of alcohol or entertainment activities.

STAFF CONSIDERATIONS- STATUS REPORT

The subject restaurant, with its combined entertainment and on-site alcoholic beverage consumption, has been operating in full compliance with all applicable conditions of approval. In addition, inspections conducted by the Planning, Police and

Fire Departments revealed that no violations are occurring on the subject property. Furthermore, the restaurant is regulated by the Department of Alcoholic Beverage Control.

Staff is recommending that Conditional Use Permit No. 35-5 be subject to a compliance review in five years, prior to July 27, 2016, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval.

CONDITIONS OF APPROVAL

Staff did not add any additional Conditions of Approval, but made a time change to Item No. 29.

1. That the applicant shall comply with all of the conditions of approval, as required by the concurrent ECUP Case No. 13.
2. That the sales of alcoholic beverages shall only be permitted during the normal hours of business each day of the week, or as required by the Alcohol Beverage Code.
3. That the Type 47 Alcoholic Beverage License, allowing the on-site sale of alcoholic beverages in connection with a public eating place, shall be restricted to the sale for consumption of alcohol beverages on the subject site only; the use shall not sell alcoholic beverages for transport and/or for consumption off the subject premise.
4. That it shall be the responsibility of the ownership to ensure that all alcoholic beverages purchased on the subject site shall be consumed within the business establishment; all stored alcoholic beverages shall be kept in a locked and secured area that is not accessible to patrons at all times.
5. That the applicant shall be responsible for maintaining control of litter on the subject property and the adjacent properties as a result of the business.
6. That the applicant and/or his employees shall not allow any person who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises, as set forth in Section 25602(a) of the Business and Professions Code.
7. That there will be a corporate officer or manager, 25 years of age or older, on the licensed premises during all public business hours, who will be responsible for the entertainment activities and business operations. The general manager and any newly/subsequently hired manager(s), of the licensed premise shall obtain an ABC Manager's Permit within two-months of the hire date. The City of Santa Fe Springs' Director of Police Services shall be provided a copy of said Manager's Permit including the name, age, residential address, and related work

experience of the intended Manager, prior to the Manager assuming the manager responsibilities.

8. That the applicant and/or his employees shall not sell, furnish, or give any alcohol to any habitual drunkard or to any obviously intoxicated person, as set forth in Section 25602 (a) of the State Business and Professions Code.
9. That the applicant shall not have upon the subject premises any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the licensee's license, as set forth in Section 25607 (a) of the State Business and Professions Code.
10. That the applicant and/or any of his employees shall not sell, furnish, or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658 (a) of the State Business and Professions Code.
11. That solicitation of drinks is prohibited; that is, an employee of the licensed premises shall not solicit alcoholic drinks from customers. Refer to Section 303 of the California Penal Code and Section 25657 of the Business and Professions Code.
12. That the applicant and/or his employees shall not permit any person less than 21 years of age to sell alcoholic beverages.
13. That vending machines, water machines, pay telephones and other similar equipment shall not be placed outdoors whereby visible from the street or adjacent properties.
14. That roof mounted structures or mechanical equipment shall be concealed from public view in an architecturally compatible manner approved by the Director of Planning and Development.
15. That all buildings, structures, walls, fences, and similar appurtenances shall be maintained in good appearance and condition at all times.
16. That streamers, banners, pennants, whirling devices or similar objects that wave, float, fly, rotate or move in the breeze shall be prohibited unless approved by the Director of Planning and Development.
17. That the applicant must receive approval by the Director of Public Works for any installation of newspaper racks on the exterior of the premises.
18. That the parking lot serving the subject use shall be equipped with lighting of sufficient power (2 foot-candles min.) to illuminate and make easily discernable the appearance and conduct of all persons, employees and patrons on or about the parking lot area(s). Additionally, the position of said lighting shall be

designed so as to prevent lighting from spilling upon any adjoining property and disturbing the normal privacy and use of any neighboring property.

19. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department Permits, in a place conspicuous to all employees of the location.
20. That a plan indicating the seating arrangements, location and width of exit ways and aisles be submitted for approval to the Fire Chief no later than thirty days after approval of ASCUP No. 35-5 by the City Council, and an approved copy of the plan be kept on display on the premises.
21. That all exit signs be maintained and illuminated at all times per California Fire Code 2501.15. The applicant shall also provide emergency lighting and an occupant load sign for 104 people and post in a conspicuous location.
22. That the applicant shall allow the Director of Police Services, Whittier Police Officers, and any of their representatives to view the security surveillance video footage immediately upon their request.
23. That the applicant and/or his employees shall not allow any person to loiter on the subject premises, shall report all such instances to the City's Police Services Center; and, shall post signs, as approved by the Department of Police Services, prohibiting loitering.
24. That the applicant must receive approval from the Department of Police Services for any installation of pay telephones on the premises; and, such phones shall not be capable of receiving calls.
25. That security personnel shall not perform any law enforcement functions; instead, security personnel shall report immediately to the Whittier Police Department all incidents in which a person could be charged with a misdemeanor or a felony offense.
26. That security personnel, as well as the owner, corporate officers and managers, shall cooperate fully with all city officials, law enforcement personnel, and code enforcement officers; and, shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
27. That in the event the applicant intend to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell lease or sublease.

28. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan which shall address the following for the purposes of minimizing risks to the public health, welfare, and safety:
- (A) A description of the storage and accessibility of alcoholic beverages on display, as well as surplus alcoholic beverages in storage;
 - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to: placement of signage, landscaping, ingress and egress controls, security systems, and site plan layouts;
 - (C) A description of how the applicant plans to educate employees on their responsibilities; actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors; and, the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit, occurring on the subject premises, and the procedures for such notifications.
 - (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare, and safety.
29. That this Permit shall be subject to a compliance review in five years, prior to July 27, 2016, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
30. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshall, the security plan and all other applicable regulations shall be strictly complied with.
31. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of this Permit.
32. That ASCUP Case No. 35-5 shall be subject to any other conditions the City Council may deem necessary to impose.
33. That this permit shall not be effective for any purpose until the applicant has filed an affidavit with the City of Santa Fe Springs stating that he/she is aware of and accepts all the conditions of this Permit.

34. It is hereby declared to be the intent, that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse.

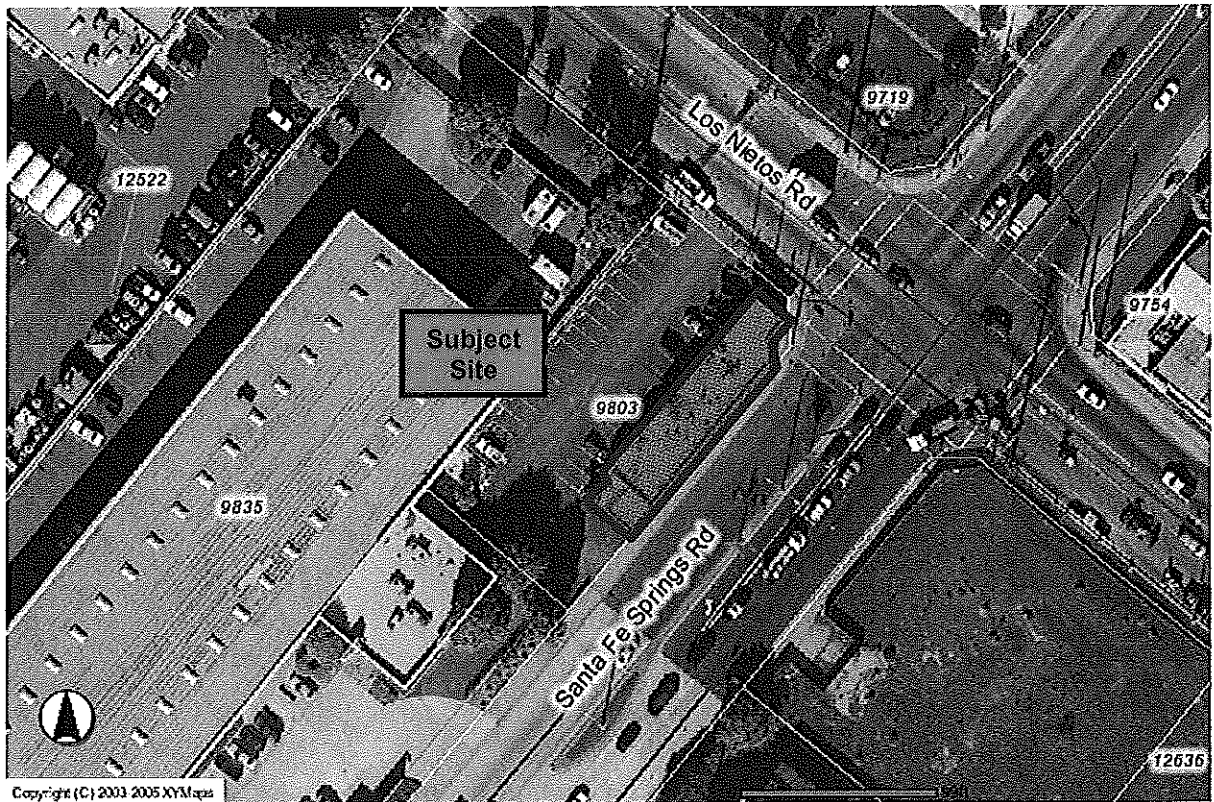


Thaddeus McCormack
City Manager

Attachment(s)

1. Aerial Photograph

Location Map



CITY OF SANTA FE SPRINGS

Alcohol Sales Conditional Use Permit Case No. 35-5
Senor Charlies Bar & Grill
9803 Santa Fe Springs Road

City of Santa Fe Springs

City Council Meeting

July 14, 2011



NEW BUSINESS

Entertainment Conditional Use Permit Case No. 13-5

A request to allow the continued operation and maintenance of an entertainment use involving disc jockey and live musical entertainment at the Señor Charlie's Sports Bar and Grill at 9803 Santa Fe Springs Road, in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area.

(Ricardo Jimenez, Señor Charlie's Sports Bar and Grill)

RECOMMENDATION

That the City Council approve Entertainment Conditional Use Permit Case No. 13-5, subject to the conditions of approval as stated in this staff report. Said Permit shall be subject to a compliance review in five years, prior to July 27, 2016, to ensure the entertainment activity is still operating in strict compliance with the original conditions of approval.

BACKGROUND

Pursuant to City Ordinance Nos. 793 and 801, which states that all businesses conducting entertainment shall apply for and be granted a valid Entertainment Conditional Use Permit (ECUP), the establishment was granted ECUP Case No. 13 by the Planning Commission and the City Council at their respective meetings of August 9 and August 12, 2006. Since the initial approval, several time extensions have been granted by the Planning Commission and City Council.

Concurrent with this request, the applicant is requesting to extend ASCUP Case No. 35-5 to allow the operation and maintenance of an alcohol sales use for on-site customer consumption.

Señor Charlie's Sports Bar and Grill provides its patrons with disc jockey entertainment on Fridays and Saturdays and occasionally, live entertainment performances during the evening hours.

CALLS FOR SERVICE

In 2010 there were a total of (13) calls for service, three involved disturbances or fights. In 2011, a total of (4) calls for service were reported. The calls consisted of a disturbing subject, vandalism, assistance call, and a traffic stop. No calls were directly related to the sale of alcohol or entertainment activities.

STAFF CONSIDERATIONS - STATUS REPORT

The subject restaurant, with its combined entertainment and on-site alcoholic beverage consumption, has been operating in full compliance with all applicable conditions of approval. In addition, inspections conducted by the Planning, Police

and Fire Departments revealed that no violations are occurring on the subject property. Furthermore, the restaurant is highly regulated by Alcohol Beverage Control.

Staff is recommending that Conditional Use Permit No. 13-5 be subject to a compliance review in five years, prior to July 27, 2016, to ensure the entertainment activity is still operating in strict compliance with the original conditions of approval.

CONDITIONS OF APPROVAL

Staff did not add any additional Conditions of Approval to the initial conditions, but made a time change to Condition No. 21.

1. That the applicant shall comply with all of the conditions of approval as required by the companion ASCUP Permit Case No. 35-5.
2. That the applicant shall submit to the Director of Police Services the names, addresses and California Drivers License Number, or California Identification Number, of all applicants that will rent a room, hall, chamber or any other location within the premises for parties or special events thirty (30) days prior to the event.
3. That the applicant shall provide the Director of Police Services with a monthly calendar of all scheduled live entertainment seven (7) days prior to the event. The City retains the right to require an increase in security and public safety personnel for any event.
4. That the applicant shall continue to maintain digital video surveillance cameras overlooking the perimeter of the parking lot. Any relocation or modification of the video surveillance cameras shall be reviewed and approved by the Director of Police Services. Video surveillance cameras shall continue to be of high quality capable of video taping during the day and night. Video surveillance cameras shall be maintained in working order at all times and replaced as needed by the owner. The on-site manager shall be proficient in the use of the cameras and related recording equipment.
5. That the applicant and his acting management shall allow the Director of Police Services, Whittier Police Officers and any of their representatives to view the security surveillance video tapes immediately upon their request.
6. That mosh pits, mosh dancing and slam-type dancing is prohibited and management shall remove patrons from premise who initiate, or participate in such activity or other similar type of activity.
7. That no platforms shall be used for dancing or other similar forms of entertainment by the entertainment or patrons.

8. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan which shall address the following for the purposes of minimizing risks to the public's health, welfare, and safety:
 - (A) A description of the storage and accessibility of alcoholic beverages on display as well as surplus alcoholic beverages in storage;
 - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to, placement of signage, landscaping, ingress and egress controls, security systems, and site plan layouts;
 - (C) A description of how the applicant plans to educate employees on their responsibilities and the actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors, and the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit occurring on the subject premises, and the procedures for such notifications;
 - (E) That the City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare, and safety.
9. That the applicant shall be responsible for maintaining control of litter on the subject property.
10. That there will be a corporate officer or manager, twenty-five years of age or older, on the licensed premises during all public business hours who will be responsible for the entertainment activities. The general manager and any newly/subsequently hired manager(s) of the licensed premise shall obtain an ABC Manager's Permit, and the City of Santa Fe Springs' Director of Police Services shall be provided a copy of said Manager's Permit including the name, age, residential address, and related work experience of the intended Manager prior to the Manager assuming manager responsibilities.
11. That, as a minimum standard, between the hours of 8:00 p.m. and 30 minutes after the established closing time, the applicant/licensee shall provide a security guard whose sole purpose is to patrol the parking lot and around the establishment to maintain order therein; and prevent any illicit or nuisance activity, including activity that could interfere with the quiet and calm of nearby residents or businesses.

12. That it shall be unlawful for any person who is intoxicated or under the influence of any drug, to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the Business and Professions Code.
13. That the security personnel shall not perform any law enforcement functions. Security personnel shall report immediately to the Whittier Police Department all incidents in which a person could be charged with a misdemeanor or a felony offense.
14. That security personnel, as well as the owner, corporate officers and managers shall cooperate fully with all city officials, law enforcement personnel and code enforcement officers and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
15. That no change or alterations to the approved entertainment format or content shall occur without prior written approval from the Director of Police Services.
16. That the entertainment provided shall not be audible beyond the exterior of the building.
17. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department Permits, and shall be located in a place conspicuous to all employees of the location.
18. That the applicant shall provide adequate professional security for the entertainment provided or any special event and/or private parties.
19. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of ECUP Case No. 13-5 and subsequent ASCUP Case No. 35-5.
20. That in the event the applicant intend to sell, lease or sublease the subject the business operation or transfer the subject Permit to another party, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell lease or sublease.
21. That the time period for ECUP Case No. 13-5 shall run concurrent with ASCUP Case No. 35-5, and shall be subject to a compliance review in five years, prior to July 27, 2016, to ensure the alcohol sales and entertainment activity is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.

22. That ECUP Case No. 13-5 shall be subject to any other conditions the City Council may deem necessary to impose.
23. That this permit shall not be effective for any purpose until the applicant has filed an affidavit with the City of Santa Fe Springs stating that he is aware of and accepts all the conditions of this Permit.
24. That it is hereby declared to the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated the Permit shall be void and the privileges granted hereunder shall lapse.
25. That all exit signs be maintained and illuminated at all times per California Fire Code 2501.15.
26. That vending machines, water machines, pay telephones and other similar equipment shall not be placed outdoors whereby visible from the street or adjacent properties.
27. That streamers, banners, pennants, whirling devices or similar objects that wave, float, fly, rotate or move in the breeze shall be prohibited unless approved by the Director of Planning and Development.
28. That the applicant must receive approval by the Director of Planning and Development for any installation of pay telephones on the premises and such telephones shall not be capable of receiving calls.
29. That the applicant must receive approval by the Director of Public Works for any installation of newspaper racks on the exterior of the premises.
30. That the applicant shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code and all other applicable codes and regulations.

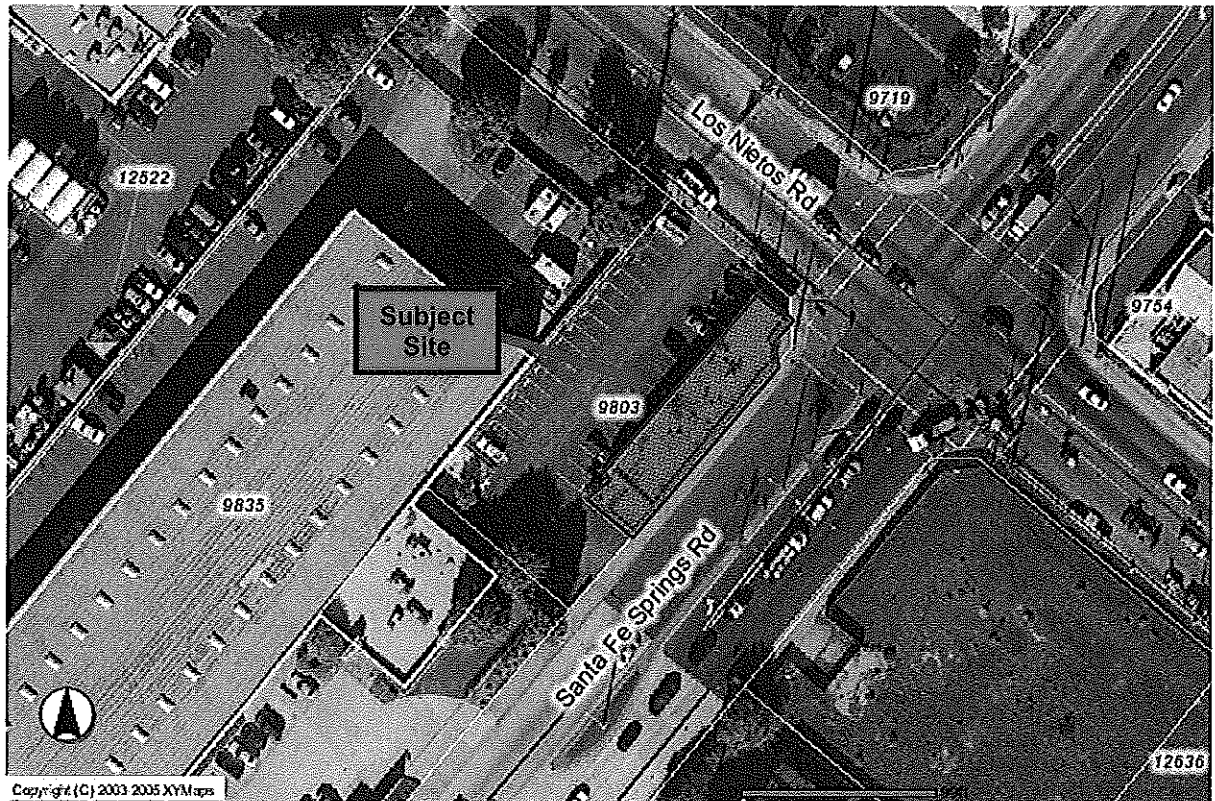


Thaddeus McCormack
City Manager

Attachment(s)

1. Aerial Photograph

Location Map



CITY OF SANTA FE SPRINGS

Entertainment Conditional Use Permit Case No. 13-5
Senor Charlies Bar & Grill
9803 Santa Fe Springs Road



City of Santa Fe Springs

City Council Meeting

July 14, 2011

PRESENTATION

2011 Beautification Awards Program Recipients

RECOMMENDATION

The Mayor may wish to call upon Parks and Recreation Program Coordinator Jeannie Madrid, to assist with the presentation.

BACKGROUND

One purpose of the Beautification Committee is to recognize individuals, groups, organizations, or companies that have improved or are working toward beautifying their homes, businesses, industries, property, or area. Each year the Beautification Committee, comprised of residents in the City, tours the community in an effort to locate and recognize homeowners and business owners that exhibit pride in the appearance of their property. The primary purpose of the Beautification Program is to encourage maintenance of personal and commercial properties in an effort to boost property values throughout the City.

This year, 8 residences and 7 businesses were selected by the Beautification Committee as having met the exceptionally high and demanding standards to receive a Beautification Award. The recipients will receive a plaque with a commemorative photograph of their property, as well as a yard sign to inform neighbors and passersby that their house or business is among the most visually appealing and exquisitely maintained properties in the City of Santa Fe Springs and has earned the right to be called a Beautification Award Recipient.

This year's residential and business recipients of the Beautification Awards have been invited to tonight's meeting to be recognized by the City Council for this prestigious achievement.


Thaddeus McCormack
City Manager

Attachment

2011 Residential and Industrial Beautification Award Winners



City of Santa Fe Springs

City Council Meeting

July 14, 2011

Residential Winners

- | | | |
|-----------------------|-------------------|--------------|
| 1. 10783 Longworth | Salazar Family | |
| 2. 10147 Alburtis | Watson Family | |
| 3. 11402 Mueller | Martinez Family | |
| 4. 10767 Longworth | Vargas Family | |
| 5. 11006 Cultura | Contreras Family | |
| 6. 9028 Millergrove | Gandara Family | *Green Award |
| 7. 11312 Charlesworth | Miramontes Family | |
| 8. 11649 Roma | Gordon Family | |

Industrial Winners

- | | | |
|-------------------------|-------------------------|---------------|
| 1. 12115 Pacific | Apffel | Darryl Blunk |
| 2. 12065 Pike | Triangle | Don Heimark |
| 3. 12707 Los Nietos Rd. | Rainbow | Luis Sisneros |
| 4. 10704 Shoemaker | Kierwit | Gary Sitler |
| 5. 12902 Park | Cosby Oil | Larry Clanton |
| 6. 12450 Los Nietos Rd. | Basic Chemical Solution | Vinny Sharm |
| 7. 11770 Slauson | Western Screw | Les Kovats |



City of Santa Fe Springs

City Council Meeting

July 14, 2011

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Below is a list of current vacancies:

Committee	Vacancy	Councilmember
Beautification	2	González
Beautification	2	Moore
Beautification	3	Rounds
Beautification	3	Serrano
Community Program	3	González
Community Program	1	Moore
Community Program	3	Rounds
Community Program	2	Serrano
Community Program	5	Trujillo
Historical	1	Moore
Historical	2	Rounds
Historical	1	Serrano
Historical	2	Trujillo
Parks & Recreation	2	González
Parks & Recreation	1	Moore
Parks & Recreation	1	Rounds
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	González
Sister City	1	Moore
Sister City	1	Rounds
Sister City	2	Serrano
Sister City	1	Trujillo

An application for the Youth Leadership Committee was received from Drew Bobadilla. Please direct any questions regarding this report to the Deputy City Clerk.


Thaddeus McCormack
City Manager

Attachments

Committee Lists

Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Miguel Estevez
Raul Miranda, Jr.

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Angelica Miranda
Raymond Reyes

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Drew Bobadilla
Yardley Castellanos
Alyssa Portillo
Victoria Ramirez

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(12)
	Vacant	(12)
	Vacant	(13)
	Guadalupe Placencia	(13)
	Ruth Gray	(13)
Rounds	Vacant	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Vacant	(13)
	Vacant	(13)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

*Asterisk indicates person currently serves on three committees

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., 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	(13)
	Vacant	(13)
Moore	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Vacant	(13)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Serrano	Ruth Gray	(12)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(12)
	Vacant	(13)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(11)
	Vacant	(11)

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., 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)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(13)

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, except Dec., at 9:00 a.m., at the Library Community Room

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY

NAME

Gonzalez

Laurie Rios*

Moore

May Sharp

Rounds

Gustavo Velasco

Serrano

Paula Minnehan

Trujillo

Amparo Oblea

Committee Representatives

Beautification Committee

Vacant

Historical Committee

Larry Oblea

Planning Commission

Frank Ybarra

Chamber of Commerce

Tom Summerfield

Council/Staff Representatives

Council

Richard Moore

City Manager

Thaddeus McCormack

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 second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Carriage Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(12)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan	(13)
Moore	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Amparo Oblea	(13)
	Vacant	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Serrano	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(13)
	Larry Oblea	(13)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., 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)
	Vacant	(13)
	Raul Miranda, Jr.	(12)
	Vacant	(13)
Moore	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(13)
	David Gonzalez	(13)
	Vacant	(13)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Vacant	(13)
	Mark Scoggins*	(13)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(13)
	Fred Earl	(13)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

*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)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2011
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2011

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

Moore

Larry Oblea

Rounds

Doug Rodgers

Serrano

Michael Madrigal

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(12)
	Yoko Nakamura	(12)
	Paul Nakamura	(12)
	Vacant	(13)
	Pete Vallejo	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(13)
	Vacant	(12)
	Vacant	(13)
Moore	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(13)
	Vacant	(13)
Serrano	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

**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
Moore	Manny Zevallos
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	()
	Vacant	()
	Vacant	()
	Marilyn Llanos	(12)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Vacant	()
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
Serrano	Vacant	()
	Vacant	()
	Vacant	()
	Ariana Gonzalez	(13)
Trujillo	Vacant	()
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)



NEW BUSINESS

City Council Actions Following the Special Election Required to Amend and Restate the Rate and Method of Apportionment of Special Tax Under Community Facilities District No. 2002-1

RECOMMENDATIONS

1. Adopt Resolution No. 9333, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax Under Community Facilities District (CFD) No. 2002-1.
2. Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, adopt Resolution No. 9334 a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1 are lawfully authorized.
3. Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, first reading of Ordinance No. 1024 an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.

BACKGROUND

On April 14, 2011, the City Council adopted Resolution 9312, calling for a special election to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1.

Following the special election, the City Council is required to take several actions to complete the process of amending and restating the rate and method of apportionment of special tax under CFD No. 2002-1:

- Adopt Resolution No. 9333, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1.
- Adopt Resolution No. 9334, a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1 are lawfully authorized.
- Adoption of Ordinance No. 1024, an Ordinance of the City Council ordering the levy of special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.



City of Santa Fe Springs

City Council Meeting

July 14, 2011

Resolution No. 9312 set forth the conditions of the special election, consistent with the state Elections Code, including a ballot form that was sent to qualified electors (defined as landowners) and the date of the election, July 14, 2011.

The purpose of the CFD is to repay an \$800,000 loan with a 5.75% interest rate made by the Community Development Commission to the developer of an industrial park on Bloomfield and Lakeland. The loan was used by the developer to complete certain required public infrastructure improvements needed to support the development and was to be repaid over a 15 year period through the establishment of the CFD special tax on the properties within the development. The obligation to pay special taxes to repay the loan was recorded as a lien on the title to each affected parcel within the development. The special tax is assessed on a pro-rata basis, based on building area, on each parcel within the development. CFD No. 2002-1 is comprised of three parcels.

In addition to resetting the 15-year term of the repayment period, the proposed amendment and restatement of the rate and method of apportionment of the special tax for CFD No. 2002-1 adds an annual administrative expenses fee of \$6,500 (with an adjustment based on change in CPI) which is prorated to each of the parcel owners on the same basis (building area) as the special tax. These administrative expenses are directly related to the administration of CFD No. 2002-1, including but limited to preparing required collection schedules, complying with disclosure requirements and other required reporting. Due to an administrative oversight, the annual administrative expenses fee was not included in the original CFD No. 2002-1 rate and method of apportionment.

Fiscal Impact

No portion of the loan would be forgiven as result of this action; only the duration of the tax to pay back the loan would be modified. The outcome of this action would be to revise the 15-year tax duration beginning with the fiscal year 2011-12 property tax bill.

Infrastructure Impact

The loan was used to complete certain required infrastructure improvements needed to support the development and will be repaid through the CFD special tax on the properties within the development. CFD No. 2002-1 includes an on-going infrastructure maintenance tax that extends beyond the 15-year tax repayment schedule.

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

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

July 14, 2011

Attachments:

1. Resolution No.9333, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1.
2. Resolution No. 9334, a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2002-1 are lawfully authorized.
3. Ordinance No.1024, an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.
4. Amended and restated rate and method of apportionment of special tax under CFD No. 2002-1.

RESOLUTION NO. 9333

**RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION
TO AMEND AND RESTATE THE RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX**

**City of Santa Fe Springs
Community Facilities District No. 2002-1
(Bloomfield-Lakeland)**

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

WHEREAS, the City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD to finance certain public services, all as described in those proceedings; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 6791 adopted by the City Council on July 25, 2002; and

WHEREAS, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved an amended and restated Rate and Method and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

WHEREAS, the public hearing was held on April 14, 2011, and the proposed amendment and restatement to the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution Calling Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011, with respect to the proposed amended and restated Rate and Method of Apportionment of Special Tax (the "Amended and Restated Rate and Method") attached as Exhibit A to the Resolution Calling Election; and

WHEREAS, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the Clerk has completed a Canvass and Statement of Results of Election (Canvass), a copy of which is attached as Exhibit "A", and the City Council hereby approves the Canvass.

NOW, THEREFORE, IT IS ORDERED as:

1. The issues presented at the July 14, 2011 special election were the approval of the Amended and Restated Rate and Method.

2. Pursuant to said Canvass on file with the Clerk, the issues presented at the special election were approved by the qualified electors within the CFD by more than two-thirds (2/3) of the votes cast at the special election.

3. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.

4. The Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Los Angeles an Amended and Restated Notice of Special Tax Lien for the CFD in the form required by the Act, said recording to occur no later than fifteen (15) days following adoption by the City Council of this Resolution.

5. This Resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Santa Fe Springs, State of California, on this 14th day of July, 2011 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 9334

RESOLUTION OF CHANGE

**City of Santa Fe Springs
Community Facilities District No. 2002-1
(Bloomfield-Lakeland)**

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

WHEREAS, the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD to finance certain public services, all as described in those proceedings; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 6791 adopted by the City Council on July 25, 2002; and

WHEREAS, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved a proposed amended and restated Rate and Method in the form attached as Exhibit A to the Resolution of Consideration and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

WHEREAS, the public hearing was held on this date, and the proposed amendment and restatement of the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend

and Restate the Rate and Method of Apportionment of Special Tax" ("Resolution Calling Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011; and

WHEREAS, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the City Council subsequently adopted "Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax" on July 14, 2011, in which it found that two-thirds of the votes cast at the election were in favor of the proposed amendment and restatement of the Rate and Method.

NOW, THEREFORE, IT IS ORDERED as:

1. The City Council hereby approves the Amended and Restated Rate and Method of Apportionment of Special Tax, attached hereto as Exhibit "A," which is identical to the form of the Amended and Restated Rate and Method of Apportionment of Special Tax attached to the Resolution Calling Election.

2. From the effective date of this Resolution, the special taxes levied in the CFD to satisfy the Special Tax Requirement shall be levied in the CFD in accordance with the Amended and Restated Rate and Method of Apportionment of Special Tax.

3. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County an Amended and Restated Notice of Special Tax Lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this resolution.

4. This resolution is effective upon its adoption.

* * * * *

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Santa Fe Springs, State of California, on this ____ day of _____, 2011 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

**AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

**CITY OF SANTA FE SPRINGS
Community Facilities District No. 2002-1
(Bloomfield-Lakeland)**

ORDINANCE NO. 1024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS LEVYING SPECIAL TAXES WITHIN CITY OF SANTA FE SPRINGS COMMUNITY FACILITIES DISTRICT NO. 2002-1 (BLOOMFIELD-LAKELAND) AND RESCINDING ORDINANCE NO. 927

WHEREAS, the City Council of the City of Santa Fe Springs (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 6791 adopted by the City Council on July 25, 2002; and

WHEREAS, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved an amended and restated Rate and Method and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

WHEREAS, the public hearing was held on April 14, 2011, and the proposed amendment and restatement of the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution Calling Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011, the proposed amended and restated Rate and Method of Apportionment of Special Tax (the "Amended and Restated Rate and Method") was attached as Exhibit A to the Resolution Calling Election; and

WHEREAS, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the City Council subsequently adopted "Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax" on July 14, 2011, in which it found that two-thirds of the votes cast at the election were in favor of the Amended and Restated Rate and Method; and

WHEREAS, the City Council subsequently adopted a "Resolution of Change" on July 14, 2011, pursuant to which it approved the Amended and Restated Rate and Method and provided that, from the effective date of the Resolution of Change, the special taxes levied in the CFD shall be levied in accordance with the Amended and Restated Rate and Method.

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

Section 1. By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Amended and Restated Rate and Method, which Amended and Restated Rate and Method is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2011-12 and in each fiscal year thereafter for the period provided in the Amended and Restated Rate and Method.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Amended and Restated Rate and Method.

Section 3. Except as set forth in the Amended and Restated Rate and Method and the Act, properties owned by entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum rates specified in the Amended and Restated Rate and Method.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Amended and Restated Rate and Method.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to

provide all necessary information to the auditor/tax collector of the County of Los Angeles in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Los Angeles for fiscal year 2011-12 and for each fiscal year thereafter for the period of time provided in the Amended and Restated Rate and Method.

Section 6. This Ordinance rescinds in its entirety Ordinance No. 927, adopted by the City Council on October 24, 2002.

Section 7. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 8. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 9. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

The foregoing Ordinance was adopted this _____ day of _____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Santa Fe Springs

City Council Meeting

July 14, 2011

NEW BUSINESS

City Council Actions Following the Special Election Required to Amend and Restate the Rate and Method of Apportionment of Special Tax Under Community Facilities District No. 2004-1

RECOMMENDATIONS

1. Adopt Resolution No. 9335, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax under Community Facilities District (CFD) No. 2004-1.
2. Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, adopt Resolution No. 9336 a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1 are lawfully authorized.
3. Assuming two-thirds of the votes cast at the election are in favor of the proposed changes, first reading of Ordinance No. 1025 an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2004-1.

BACKGROUND

On April 14, 2011, the City Council adopted Resolution 9313, calling for a special election to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1.

Following the special election, the City Council is required to take several actions to complete the process of amending and restating the rate and method of apportionment of special tax under CFD No. 2004-1:

- Adopt Resolution No. 9335, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1.
- Adopt Resolution No. 9336, a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1 are lawfully authorized.
- Adoption of Ordinance No. 1025, an Ordinance of the City Council ordering the levy of special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2004-1.

Resolution No. 9313 set forth the conditions of the special election, consistent with the state Elections Code, including a ballot form that was sent to qualified electors (defined as landowners) and the date of the election, July 14, 2011.



City of Santa Fe Springs

City Council Meeting

July 14, 2011

The purpose of the CFD is to repay a \$700,000 loan with a 5.75% interest rate made by the Community Development Commission to the developer of an industrial park on Bloomfield and Florence. The loan was used by the developer to complete certain required public infrastructure improvements needed to support the development and was to be repaid over a 15 year period through the establishment of the CFD special tax on the properties within the development. The obligation to pay special taxes to repay the loan was recorded as a lien on the title to each affected parcel within the development. The special tax is assessed on a pro-rata basis, based on building area, on each parcel within the development. CFD No. 2004-1 is comprised of eight parcels, including a parcel owned by the County of Los Angeles that is expected to prepay its special tax obligation prior to the election.

Fiscal Impact

No portion of the loan would be forgiven as result of this action; only the duration of the tax to pay back the loan would be modified. The outcome of this action would be to revise the 15-year tax duration beginning with the fiscal year 2011-12 property tax bill.

Infrastructure Impact

The loan was used to complete certain required infrastructure improvements needed to support the development and will be repaid through the CFD special taxes on the properties within the development.

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

Thaddeus McCormack
City Manager

Attachments:

1. Resolution No.9335, a Resolution declaring results of the special election to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1.
2. Resolution No. 9336, a Resolution of Change determining that the proposed changes to amend and restate the rate and method of apportionment of special tax under CFD No. 2004-1 are lawfully authorized.
3. Ordinance No.1025, an ordinance of the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2004-1.
4. Amended and restated rate and method of apportionment of special tax under CFD No. 2004-1.

RESOLUTION NO.9335**RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION
TO AMEND AND RESTATE THE RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX****City of Santa Fe Springs
Community Facilities District No. 2004-1
(Bloomfield-Florence)**

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

WHEREAS, the City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2004-1 (Bloomfield-Florence) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD to finance certain public services, all as described in those proceedings; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 7026 adopted by the City Council on October 28, 2004; and

WHEREAS, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved an amended and restated Rate and Method and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

WHEREAS, the public hearing was held on April 14, 2011, and the proposed amendment and restatement to the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax" ("Resolution Calling Special Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011, with respect to the proposed Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Resolution Calling Special Election (the "Amended and

Restated Rate and Method”), which had been modified from the version approved by the City Council in the Resolution of Consideration; and

WHEREAS, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the Clerk has completed a Canvass and Statement of Results of Election (Canvass), a copy of which is attached as Exhibit “A”, and the City Council hereby approves the Canvass.

NOW, THEREFORE, IT IS ORDERED as:

1. The issues presented at the July 14, 2011 special election were the approval of the Amended and Restated Rate and Method.
2. Pursuant to said Canvass on file with the Clerk, the issues presented at the special election were approved by the qualified electors within the CFD by more than two-thirds (2/3) of the votes cast at the special election.
3. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.
4. The Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Los Angeles an Amended and Restated Notice of Special Tax Lien for the CFD in the form required by the Act, said recording to occur no later than fifteen (15) days following adoption by the City Council of this Resolution.
5. This Resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Santa Fe Springs, State of California, on this 14th day of July, 2011 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO.9336**RESOLUTION OF CHANGE****City of Santa Fe Springs
Community Facilities District No. 2004-1
(Bloomfield-Florence)**

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

WHEREAS, the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2004-1 (Bloomfield-Florence) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD to finance certain public services, all as described in those proceedings; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 7026 adopted by the City Council on October 28, 2004; and

WHEREAS, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved a proposed amended and restated Rate and Method in the form attached as Exhibit A to the Resolution of Consideration and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

WHEREAS, the public hearing was held on this date, and the proposed amendment and restatement of the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution Calling Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011 with respect to the proposed amended and restated Rate and Method in the form attached as Exhibit A to the Resolution Calling Election (the "Amended and Restated Rate and Method"), which had been modified from the version approved by the City Council pursuant to the Resolution of Consideration; and

WHEREAS, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the City Council subsequently adopted "Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax" on July 14, 2011, in which it found that two-thirds of the votes cast at the election were in favor of the proposed amendment and restatement of the Rate and Method.

NOW, THEREFORE, IT IS ORDERED as:

1. The City Council hereby approves the Amended and Restated Rate and Method of Apportionment of Special Tax, attached hereto as Exhibit "A," which is identical to the form of the Amended and Restated Rate and Method of Apportionment of Special Tax attached to the Resolution Calling Election.

2. From the effective date of this Resolution, the special taxes levied in the CFD to satisfy the Special Tax Requirement shall be levied in the CFD in accordance with the Amended and Restated Rate and Method of Apportionment of Special Tax.

3. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County an Amended and Restated Notice of Special Tax Lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this resolution.

4. This resolution is effective upon its adoption.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Santa Fe Springs, State of California, on this ____ day of _____, 2011 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

**AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

**CITY OF SANTA FE SPRINGS
Community Facilities District No. 2004-1
(Bloomfield-Florence)**

ORDINANCE NO.1025**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
LEVYING SPECIAL TAXES WITHIN CITY OF SANTA FE SPRINGS COMMUNITY
FACILITIES DISTRICT NO. 2004-1 (BLOOMFIELD-FLORENCE) AND RESCINDING
ORDINANCE NO. 963**

WHEREAS, the City Council of the City of Santa Fe Springs (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2004-1 (Bloomfield-Florence) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 7026 adopted by the City Council on October 28, 2004; and

WHEREAS, the City has been asked by the owners of the property in the CFD to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, on March 10, 2011, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax" (the "Resolution of Consideration"), pursuant to which the City Council (i) approved an amended and restated Rate and Method and (ii) set a public hearing for April 14, 2011 on the question of amending and restating the Rate and Method; and

WHEREAS, the public hearing was held on April 14, 2011, and the proposed amendment and restatement of the Rate and Method were not opposed by more than 50% of the owners of land within the CFD; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in the CFD on the issue of amending and restating the Rate and Method; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax" ("Resolution Calling Special Election") calling for a special landowner election of the qualified electors within the CFD to be held on July 14, 2011, with respect to the proposed Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Resolution Calling Special Election (the "Amended and Restated Rate and Method"), which had been modified from the version approved by the City Council in the Resolution of Consideration; and

WHEREAS, the special election was held on July 14, 2011, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the City Council subsequently adopted "Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax" on July 14, 2011, in which it found that two-thirds of the votes cast at the election were in favor of the Amended and Restated Rate and Method; and

WHEREAS, the City Council subsequently adopted a "Resolution of Change" on July 14, 2011, pursuant to which it approved the Amended and Restated Rate and Method and provided that, from the effective date of the Resolution of Change, the special taxes levied in the CFD shall be levied in accordance with the Amended and Restated Rate and Method.

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

Section 1. By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Amended and Restated Rate and Method, which Amended and Restated Rate and Method is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2011-12 and in each fiscal year thereafter for the period provided in the Amended and Restated Rate and Method.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Amended and Restated Rate and Method.

Section 3. Except as set forth in the Amended and Restated Rate and Method and the Act, properties owned by entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum rates specified in the Amended and Restated Rate and Method.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Amended and Restated Rate and Method.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Los Angeles in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Los Angeles for fiscal year 2011-12 and for each fiscal year thereafter for the period of time provided in the Amended and Restated Rate and Method.

Section 6. This Ordinance rescinds in its entirety Ordinance No. 963 adopted by the City Council on November 9, 2004.

Section 7. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent

jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 8. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 9. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

The foregoing Ordinance was adopted this _____ day of _____, 2011
by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk