

AGENDA

FOR THE REGULAR MEETINGS OF THE:

PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

JUNE 23, 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.

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

**JOINT COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL BUDGET STUDY SESSION**

UNFINISHED BUSINESS

3. Adoption of the FY 2011-12 City Budget Including Actions and Contingencies as Set Forth in the Recommendations Contained Herein

Recommendation: That the City Council and Community Development Commission adopt the Fiscal Year 2011-12 City Budget as proposed, including the actions as set forth herein.

PUBLIC FINANCING AUTHORITY

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.

A. Approval of Minutes of the May 26, 2011 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

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

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

WATER UTILITY AUTHORITY

5. **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.

A. Approval of Minutes of the Regular Water Utility Authority Meeting of May 26, 2011

Recommendation: That the Water Utility Authority approve the minutes as submitted.

B. Update on the Status of Water-Related Capital Improvement Plan Projects

Recommendation: That the Water Utility Authority receive and file the report.

6. **AWARD OF CONTRACT**

Hydrogeological Services for a New Water Production Well in Zone II

Recommendations: That the Water Utility Authority: 1) Award a contract to Geoscience Support Services, Inc. in the amount of \$152,328 for hydrogeological services for the construction of a new water production well in Zone II; and 2) Authorize the Director of Public Works to execute the agreement for the hydrogeological services for the construction of a new water production well in Zone II.

COMMUNITY DEVELOPMENT COMMISSION

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

8. **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.

A. Approval of Minutes of the Regular Community Development Commission Meeting of May 26, 2011

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

B. Receive and File the Annual Special Tax Levy Annual Report for Community Facilities District No. 2009-1 (Villages at Heritage Springs) for FY 2010-11

Recommendation: That the Community Development Commission receive and file the Special Tax Levy Annual Report for Community Facilities District 2009-1 for 2010-11.

9. **JOINT PUBLIC HEARING – Sale of Residential Property**

Joint Public Hearing on the Sale of a Community Development Commission-Owned Property Acquired and to be Constructed for Sale under the Housing Acquisition and Rehabilitation Program (HARP) Located at 11010 Davenrich Street, Approval of City Council Resolution No. 9326 and Community Development Commission Resolution No. 262-2011

Recommendations: That the City Council and Community Development Commission: 1) Open the Joint Public Hearing and receive comments; 2) Find that the proposed sale of the subject property is pursuant to and in furtherance of the Redevelopment Plan and

Housing Set-Aside requirements for the Consolidated Redevelopment Project for which environmental documents were previously prepared; 3) Find that the sale of the subject property is for affordable housing purposes and that said sale price is consistent with Redevelopment Law and appropriate to effectuate the purposes of the Redevelopment Plan; and, 4) That the City Council approve Resolution No. 9326 and that the Community Development Commission approve Resolution No. 262-2011.

NEW BUSINESS

10. Development Plan Approval Case Nos. 868 and 869

A request to allow the construction of two (2) concrete (spec) tilt-up industrial buildings of 43,187 sq. ft. (Building 1) and 50,669 sq. ft. (Building 2) respectively, on the undeveloped property located at the northwest corner of Norwalk boulevard and Smith Avenue, in the M-2, Heavy Manufacturing Zone, within the consolidated Redevelopment Project Area. (Eric Hildebrand for CSIR WR Santa Fe Springs, LLC)

Recommendations: That the Community Development Commission: 1) Find that the proposed project will be harmonious with the adjoining properties and surrounding uses in the area and that the use will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies, and programs of the City's General Plan; 2) Approve DPA Case Nos. 868 and 869, subject to the conditions of approval as contained within the Staff Report.

11. Approval of Agreement between the City of Santa Fe Springs and A.C. Lazzaretto & Associates

Recommendation: That the Community Development Commission approve the attached Consultant Agreement with A.C. Lazzaretto & Associates.

CITY COUNCIL

12. **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.

A. Approval of Minutes of the Regular City Council Meeting of May 26, 2011

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

B. Conference and Meeting Report – Councilmember Moore's Attendance at the 2011 International Council of Shopping Centers (ICSC) Conference

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

C. Conference and Meeting Report – Councilmember Trujillo's Attendance at the League of California Cities' Legislative Action Days 2011

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

- D. Receive and File the Annual Special Tax Levy Annual Report for Community Facilities District No. 2009-1 (Villages at Heritage Springs) for FY 2010-11

Recommendation: That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2009-1 for Fiscal Year 2010-11.

13. **JOINT PUBLIC HEARING – Sale of Residential Property**

Joint Public Hearing on the Sale of a Community Development Commission-Owned Property Acquired and to be Constructed for Sale under the Housing Acquisition and Rehabilitation Program (HARP) Located at 11010 Davenrich Street, Approval of City Council Resolution No. 9326 and Community Development Commission Resolution No. 262-2011

Recommendations: That the City Council and Community Development Commission:

1) Open the Joint Public Hearing and receive comments; 2) Find that the proposed sale of the subject property is pursuant to and in furtherance of the Redevelopment Plan and Housing Set-Aside requirements for the Consolidated Redevelopment Project for which environmental documents were previously prepared; 3) Find that the sale of the subject property is for affordable housing purposes and that said sale price is consistent with Redevelopment Law and appropriate to effectuate the purposes of the Redevelopment Plan; and, 4) That the City Council approve Resolution No. 9326 and that the Community Development Commission approve Resolution No. 262-2011.

14. **AWARD OF CONTRACT**

Improvement of Pioneer Boulevard North of Los Nietos Road

Recommendations: That the City Council: 1) Approve plans and specifications for the Improvement of Pioneer Boulevard North of Los Nietos Road; 2) Approve the carry over of 5310-4800 funds (\$124,000) from FY-10/11 to FY-11/12 budget; 3) Accept the bids for the Improvement of Pioneer Boulevard North of Los Nietos Road; and, 4) Award a contract to R.J. Noble of Orange, California, in the amount of \$144,309.90.

15. **PUBLIC HEARING**

Resolution No. 9329 - Adoption of the 2010 - 2014 Urban Water Management Plan

Recommendations: That the City Council: 1) Conduct a Public Hearing on the 2010 – 2014 Urban Water Management Plan for the City of Santa Fe Springs; and, 2) Adopt Resolution No. 9329, approving the Plan and authorizing the Director of Public Works to submit the Plan to the State Department of Water Resources.

NEW BUSINESS

16. Approval of Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Employees Association

17. Approval of Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association

City of Santa Fe Springs

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

June 23, 2011

18. Approval of Compensation Package for Management, Confidential Employees, and Part-time Non-represented Employees
19. Resolution No. 9327 – Adoption of Annual Appropriation (GANN) Limit for FY 2011-12
Recommendation: That the City Council adopt Resolution No. 9327 setting the appropriation limit for Fiscal Year 2011-12.
20. Resolution No. 9328 – Adoption of Fund Balance Policy in Accordance with Governmental Accounting Standards Board (GASB) Statement No. 54
Recommendation: That the City Council adopt Resolution No. 9328 establishing a Fund Balance Policy in accordance with the requirements of GASB Statement No. 54.
21. Authorize Write-off of Certain Invoices Deemed Non-collectible
Recommendation: That the City Council authorize the Director of Finance and Administrative Services to write-off invoices deemed non-collectible.
22. Approval of Agreement between the City of Santa Fe Springs and A.C. Lazzaretto & Associates
Recommendation: That the City Council approve the attached Consultant Agreement with A.C. Lazzaretto & Associates.
23. Resolution No. 9330 – Participation in a Regional Alliance with the Los Angeles Gateway Integrated Regional Water Management Joint Powers Authority to Facilitate Compliance with SBX7-7, the Water Conservation Act of 2009
Recommendations: That the City Council: 1) Approve the City's participation in the Regional Authority being formed by the Gateway; and 2) Adopt Resolution No. 9330 authorizing and approving the Letter of Agreement.
24. Extension of Contract for Traffic Engineering Support Services
Recommendations: That the City Council: 1) Approve an extension of the contract with Coory Engineering to provide traffic engineering support services through December 31, 2011; and 2) Authorize the Director of Public Works to execute a contract amendment including the extension and with a not-to-exceed budget of \$60,000.
25. Approval of Pipeline License Agreement with Burlington Northern Santa Fe Railway (BNSF) for the Valley View Avenue Grade Separation Project – 12" City Water Main
Recommendations: That the City Council: 1) Approve the Pipeline License Agreement with BNSF for the Valley View Avenue Grade Separation Project – 12-inch City Water Main; and 2) Authorize the Director of Public Works to execute the Pipeline License Agreement.

City of Santa Fe Springs

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

June 23, 2011

26. Resolution Nos. 9331 & 9332 – Approval of Engineer’s Report (FY 2011/12) in Conjunction with Annual Levy of Assessments for Heritage Springs Assessment District 2001-1

Recommendations: That the City Council: 1) Adopt Resolution No. 9331, approving the Engineer’s Report (FY 2011/12) in conjunction with the annual levy of assessments for Heritage Springs Assessment District 2001-1; and 2) Adopt Resolution No. 9332, declaring the City of Santa Fe Springs’ intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District 2001-1, and setting the Public Hearing for the Council meeting of July 14, 2011.

27. **CLOSED SESSION**
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 Employees’ Association

28. **CLOSED SESSION**
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. 29 – 41 will commence in the 7:00 p.m. hour.

29. **INVOCATION**

30. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

31. Representatives from the Youth Leadership Committee

32. Representatives from the Chamber of Commerce

33. **ANNOUNCEMENTS**

PRESENTATIONS

34. Milestones Presentation

Recommendation: The Mayor may wish to call upon Julie Herrera, Public Relations Specialist to assist with the presentations.

35. Older American Nominee Presentation

Recommendation: It is requested that Mrs. Janie Aguirre be recognized for her recent nomination and receipt of the Older American Recognition Day Award Program.

36. Teacher of the Year Presentation

Recommendation: The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with the presentation.

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

38. Committee Re-Appointments

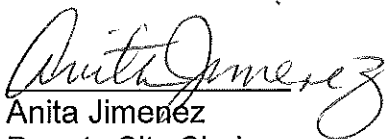
39. **ORAL COMMUNICATIONS**

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

40. **EXECUTIVE TEAM REPORTS**

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

June 17, 2011

Date



City of Santa Fe Springs

City Council Meeting

June 23, 2011

UNFINISHED BUSINESS

Adoption of FY 2011-2012 City Budget Including Actions and Contingencies as Set Forth in the Recommendations Contained Herein

RECOMMENDATION

That the City Council and Community Development Commission adopt the Fiscal Year 2011-2012 City budget as proposed, including the actions as set forth herein.

BACKGROUND

On June 6, 2011, a Preliminary Fiscal Year 2011/12 Budget was introduced to the City Council/CDC. On June 18, 2011, the City Council/CDC held a Budget Study Session to review and discuss the proposed budgets for the City, Community Development Commission and Water Authority. Staff gave an overview of the various City entity programs and services and the Council made specific recommendations as it related to the proposed budgets.

FY 2011-12 Proposed Budget

The Proposed Budget contains approximately \$54.1 million in revenues and \$55.3 million in expenditures, which, as of this writing, represents a \$1,193,300 deficit in the General Fund for FY 2011-12.

<u>Description</u>	<u>Amount</u>
Sources:	
General Revenues	\$ 33,207,000
<u>Applied Revenues</u>	<u>20,889,400</u>
Total Sources	54,096,400
Uses:	
Department Exp.	54,362,000
<u>Non-Operating</u>	<u>927,700</u>
Total Uses	55,289,700
 Projected Deficit	 <u>\$ (\$1,193,300)</u>

The Budget includes a projected increase in revenues and a focus on keeping "controllable" expenditures in-line with the prior year. The \$1,193,300 deficit comprises a steep increase in labor costs primarily related to increased benefit costs. The City's Labor negotiation Team is, as of this writing, in the middle of discussions with both labor groups to help remedy the problem through adjustments to City-borne retirement and medical costs. It is expected that an agreement will be reached with the two groups, as well as the un-represented Management employees prior to the meeting of June 23 that will eliminate the projected deficit.



City of Santa Fe Springs

City Council Meeting

June 23, 2011

Accordingly, Staff is now presenting for adoption with the following contingencies and supplemental recommendations.

Contingencies

1. As proposed, the General Fund portion of the City Budget is not "Balanced." The Budget Gap is \$1,193,300. Additionally, the Water Utility Budget contains a \$122,000 deficit. If these gaps are not remedied through savings achieved through the meet and confer process with the two employee groups, staff will submit supplemental recommendations to the City Council, the effect of which will be to fill these gaps.
2. It is understood that the City Budget will be modified upon completion of negotiations and discussions with the City's labor associations. Upon resolution of the outstanding issues, staff will return to the City Council with the related MOUs and Budget amendments.
3. It is understood that the Budget assumes that the CDC will not be eliminated through actions by the State. As of this writing, the Legislature has passed legislation that would do so, however the bills have not been sent to the Governor for his signature/veto. Despite this troubling turn of events, it is still felt that the League/CRA compromise bill that would allow for the extension of Redevelopment will prevail. If, however, Redevelopment is eliminated, staff will immediately return to the City Council/CDC with a report and related recommendations.

Supplemental Recommendations

1. Complementary to adoption of the City Budget, approve as part of the consolidated Budget document, the Community Development Commission and Water Authority budgets.
2. Authorize Staff to commence a comprehensive fee survey and study that will both compare existing Santa Fe Springs fees with surrounding cities, as well as determine the appropriateness of existing fees vis-à-vis related costs.
3. Complementary to the adoption of the City Budget, approve the Proposed Fee Schedule.
4. Authorize payment to the CJPIA of the CDC's portion of the City's one-time "Retrospective Contribution", using CDC funds.
5. Direct Staff to provide the City Council with a First Quarter City Budget Review report by mid-November and, if necessary, schedule a Review Budget Study Session no later than Mid-December and, in so doing, make appropriate recommendations to the City Council in response to changing fiscal conditions.
6. Direct Staff to bring back to the City Council within 45 days a comprehensive Budget Preparation and Adoption Process that begins the process earlier than has been done in the past and increases public input to the process.


Thaddeus McCormack
City Manager

**CITY OF SANTA FE SPRINGS
MINUTES
FOR THE REGULAR MEETINGS OF THE:
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL**

May 26, 2011

1. CALL TO ORDER

Mayor Serrano called the Regular Water Financing Authority, Public Utility Authority, Community Development Commission, and City Council meetings to order at 6:05 p.m.

2. ROLL CALL

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

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Noe Negrete, Assistant 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; and Anita Jimenez, Deputy City Clerk

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

A. Minutes of the Regular Public Financing Authority Meeting of April 28, 2011

Recommendation: That the Authority approve the minutes as submitted.

New Business

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

Recommendation: That the Authority receive and file the report.

Director González moved the approval of Items 3A and B; Director Trujillo seconded the motion, which carried unanimously.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the Regular Water Utility Authority Meeting of April 28, 2011

Recommendation: That the Authority approve the minutes as submitted.

New Business

- B. Update on the Status of Water-Related Capital Improvement Plan Projects

Recommendation: That the Authority receive and file the report.

Director González moved the approval of Items 4A and B; Director Moore seconded the motion, which carried unanimously.

COMMUNITY DEVELOPMENT COMMISSION

5. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

Thaddeus McCormack gave an update of the Governor's May Revise which still includes a proposal to eliminate redevelopment agencies statewide. A bill by the California Redevelopment Association is a viable alternative, but the outcome is unknown at this time.

Paul Ashworth reported that 29 HARP Lottery applications were received. The lottery is scheduled for Tuesday, June 14 at 6:00 p.m.

6. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the Regular Community Development Commission Meeting of April 28, 2011

Recommendation: That the Commission approve the minutes as submitted.

Commissioner González moved the approval of Item 6A; Vice-Chairperson Rounds seconded the motion, which carried unanimously.

CITY COUNCIL

7. CONSENT AGENDA

Approval Minutes

- A. Minutes of the Regular City Council Meeting of April 28, 2011

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

B. Conference and Meeting Report – Mayor Serrano's Attendance at the 2011 SCAG Regional Conference & General Assembly

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

Mayor Pro Tem Rounds moved the approval of Items 7A and B; Commissioner González seconded the motion, which carried unanimously.

UNFINISHED BUSINESS

8. Contract between the City of Santa Fe Springs and Complete Landscape Care for Landscape Maintenance Services

Recommendation: That the City Council consider and decide which of the following actions to approve: 1). Direct the City Manager to issue a Notice of Termination to be effective on May 31, 2012; or 2). Approve a continuation of the contract with the following modifications: a). The contract term would be reduced from five to four years and the annual renewal date would be changed from May 31 to June 30; and b). The advance notice required of the City as referenced in the contract termination clause would be changed from one year to six months and the City's next opportunity to initiate the termination process would be December 31, 2015. c). The monthly contract amount under the base contract would remain \$88,360, but Complete would continue to provide the City with a 5% discount on monthly billings through June 30, 2012. 3). Direct the City Attorney to prepare a contract Amendment that reflects all changes authorized by the City Council and authorize and direct the Mayor to execute such Amendment on behalf of the City; and 4). Ratify the extension for giving notice of termination to June 30, 2011, and authorize and direct the City Manager to give such notice of termination in the event that the parties have not executed the approved Amendment prior to that date.

Mayor Serrano stated that he had an issue with the length of the contract; longer contracts are more attractive to banks in terms of granting business loans. He would like the contract period to remain at five years. Mayor Pro Tem Rounds stated that if the contract were extended for four years, in essence, the contract would be for five years because there is still one year left on the contract. Councilmember Moore stated that he believes that competition between vendors is healthy and that he would like the contract to go out to bid. Councilmember Moore asked why the amount stated in the report differed from the amount shown on warrant list. Tom Murray explained that the report referred to only standard services, but the last invoice included extra services. Councilmember González stated that he preferred no contracts to be longer than three years.

Mayor Pro Tem Rounds moved to approve Items 2A and C, 3, and 4. The motion passed by the following roll call vote:

Ayes:	Councilmembers González and Trujillo, Mayor Pro Tem Rounds
Noes:	Councilmember Moore, Mayor Serrano
Abstain:	None
Absent:	None

NEW BUSINESS

9. Request to Adopt Resolutions Pertaining to the City's General Municipal Election to be held Tuesday, November 8, 2011

Recommendation: That the City Council adopt Resolution Nos. 9317, 9318, and 9319, which pertain to the City's General Municipal Election to be held Tuesday, November 8, 2011.

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

10. Resolution No. 9320 – Ordering the Preparation of the Engineer's Report for FY 2011/12 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District (Hawkins Street and Palm Drive)

Recommendation: That the City Council adopt Resolution No. 9320, ordering the preparation of the Engineer's Report for FY 2011/12 in conjunction with the annual levy of assessments for Heritage Springs Assessment District (Hawkins Street and Palm Drive).

Steve Skolnik stated that, according to Prop 218 regulations, an analysis must be done every year and the results go on the tax assessor's role. Noe Negrete stated that this was part of the CUP. Councilmember González asked if the City was receiving any funds. Mr. Negrete confirmed that the City does receive funds from this assessment.

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

Mayor Serrano recessed the meeting at 6:22 p.m. for the Council to go into Closed Session.

Mayor Serrano reconvened the meetings at 7:17 p.m.

14. INVOCATION

The Invocation was led by Councilmember Trujillo.

15. PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS

16. Representatives from the Youth Leadership Committee introduced themselves. Mayor Serrano asked Kevin Ramirez, a member of the Committee, to tell the audience about some of his recent accomplishments in Cross Country. Kevin related some of his times in recent races. The Mayor congratulated Kevin.

17. No representatives from the Chamber of Commerce were present.

18. ANNOUNCEMENTS

Carole Joseph gave the community announcements.

PRESENTATIONS

19. Introduction of the 2011 Memorial Scholarship Program Recipients

Wayne Bergeron introduced the families of the Memorial Scholarship Program and the recipients of the scholarships. Recipients were presented with mock checks and photos were taken with Councilmembers.

20. Volunteer Income Tax Assistance Program (VITA)-Volunteer Recognition

Children's Services Administrator, Judi Smith, introduced the volunteers of the VITA program. Volunteers were presented with Certificates of Appreciation and photos were taken with Councilmembers.

21. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

29. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 7:40 p.m.

Janie Aguirre, 11420 Clarkman St., SFS, stated that she felt that Murray's Landscaping has had a contract with the City for too long. She would like the City to see if they can find another contract for less. Ms. Aguirre also spoke regarding medical marijuana dispensaries. She believes that the number of dispensaries in the City is increasing. She stated that the local schools work very hard on the *Say No to Drugs* campaign and the City needs to say, "No," too.

Thaddeus McCormack stated that this is a concern of the Council and they plan to take action soon.

Gilbert Aguirre, 11420 Clarkman St., SFS, spoke regarding absenteeism on City committees. He stated that the bylaws allow for only three absences before a person is removed from a committee, yet there are members with more absences that remain on committees. He stated that without the required members, the committee is unable to get work done. He stated that the people who show up want to work and that those who don't should be removed.

Manuel Zevallos, 10121 Gard Ave., SFS, stated that some members who work on these committees, himself included, work very hard, but others don't show up and still accept thanks for their work.

Ed Nunez, 31392 La Matanza St., San Juan Capistrano, stated that he has coordinated the Sejat Spirit Powwow at Heritage Park for the last 12 years and that he is concerned about this year's budget. Previously, the City assisted with funding the event, but he understands that is not possible in this economic environment. However, he feels the fees imposed this year are too high and their ability to put on the powwow is in question. He stated that the rental fees for the park this year went up by \$2,500 over last year for a total of \$7,500. He stated that he appreciates the in-kind support the City provides and understands the City's financial position. He stated that they will work hard to get sponsors for the powwow, but he hopes that the City can work with him to lower the fees.

Jacque Nunez, 31392 La Matanza St., San Juan Capistrano, Native American storyteller at Heritage Park, stated that thousands of students have come to the park to learn about the Native American culture and she thanked the City for re-creating the Native American village. She stated that she and her husband donated half a year of their time and \$5,000 of their own money to put on last year's powwow, but that they are not able to do that again this year. She asked that the Council consider reducing the fees for the rental of the park so that they can continue to provide education about their diverse culture.

Michael Aviles, 12327 Viarna St., Cerritos, stated that the San Gabriel Band of Tongva Indians asked him to represent their tribe. He stated that it is important to share their culture with the both the native and non-native community. He asked that the Council reconsider the fee structure.

Craig Stone, 3449 Lees Ave., Long Beach, professor at CSULB who teaches Native American Studies and Public Art. He stated that he uses the Sejat Spirit Powwow as a resource for his teachings. He stated that very few powwows are held at indigenous locations, like Heritage Park. He stated that he is amazed at the quality of the powwow in Santa Fe Springs considering the limited resources with which it is put on.

Patricia Lopez, 5531 Greenleaf Ave., Whittier, stated that she is a Pueblo woman and has a long history with the City of Santa Fe Springs. She stated that people from all over the country come to Santa Fe Springs for this powwow and asked the Council to consider the importance of the powwow on the community. She stated that Native Americans are an economically poor community and asked the Council to reconsider the fees so that the powwow can go on.

Mayor Serrano closed Oral Communications at 8:10 p.m.

30. EXECUTIVE TEAM REPORTS

Noe Negrete reported that Lakeland Road between Bloomfield and Shoemaker would be closed until Tuesday due to work by BNSF railroad. Alex Rodriguez reported that the Fire Dept has completed 24 hours per person of Haz Mat Response training all paid through grant funding.

Councilmember Moore thanked Paula Minnehan, Janie and Gilbert Aguirre, May Sharp, and Eleanor Connelly for their active participation on City committees and told them not to be discouraged. He also thanked the City for sending him to the ICSC Conference in Las Vegas and Paul Ashworth for providing him with the presentation material.

Councilmember González stated that it was sometimes difficult for the Council to recruit people who are willing to serve on committees and asked the audience to refer anyone that might be interested in serving on a committee to City Hall.

Councilmember Trujillo stated that the Whittier Police Memorial dedication was a very touching event.

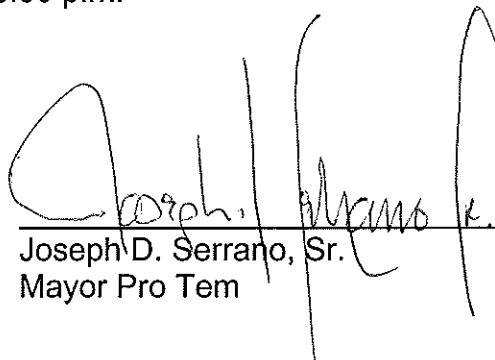
Mayor Serrano thanked the Native American members for trying to continue teaching the community about their culture. He stated that the City Manager will meet with tribe members to see what can be done about the fees.

Councilmember González stated that his daughters, Carina and Marissa, were graduating this week from St. Paul and St. Pius, respectively. He congratulated Councilmember Trujillo for the scholarship her daughter received to attend college in Hawaii.

31. ADJOURNMENT

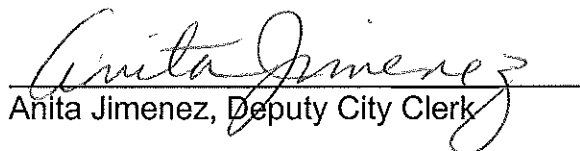
Mayor Serrano stated that following the Closed Session, the meetings would be adjourned in memory of all those who lost their lives while serving in the United States military and in memory of those who have suffered from the disasters in the mid-west. Mayor Serrano recessed the meetings at 8:20 p.m. for the Council to continue the Closed Session.

There were no items to report on following the Closed Session. At 10:01 p.m., the meetings were adjourned. The Community Development Commission and City Council meetings were adjourned to June 6, 2011, at 6:00 p.m.



Joseph D. Serrano, Sr.
Mayor Pro Tem

ATTEST:



Anita Jimenez, Deputy City Clerk



City of Santa Fe Springs

Public Financing Authority Meeting

June 23, 2011

NEW BUSINESS

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

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/11	None
Outstanding principal at 5/31/11	\$20,475,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/11	None
Outstanding principal at 5/31/11	\$17,540,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/11	None
Outstanding principal at 5/31/11	\$4,555,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 5/31/11	None
Outstanding principal at 5/31/11	\$4,325,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 5/31/11	None
Outstanding principal at 5/31/11	\$2,920,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 5/31/11	1,538,121*
Outstanding principal at 5/31/11	\$29,864,247

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 5/31/11	None
Outstanding principal at 5/31/11	\$14,940,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/11	None
Outstanding principal at 5/31/11	\$41,685,000

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



Thaddeus McCormack
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds had been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds were reimbursed from Federal, State and County sources in May 2011.



City of Santa Fe Springs

Water Utility Authority Meeting

June 23, 2011

NEW BUSINESS

Update on the Status of Water-Related Capital Improvement Plan Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of active water projects along with a current status:

Underpass Access Doors

This project involves the replacement of five existing access hatch covers at the Florence, Santa Fe Springs, Imperial, Telegraph, and Carmenita Underpasses. Work is expected to begin in July 2011.

South Coast Air Quality Management District Retrofits

Staff is in the process of developing specifications for the replacement of emission control units on all Internal Combustion Engines that provide potable water delivery throughout the City. The Internal Combustion Engines are located at the City Reservoirs.

FISCAL IMPACT

The projects are to be funded through the Capital Improvement Project program in place. Currently the projects listed above are fully funded.

INFRASTRUCTURE IMPACT

The Underpass Access Doors will provide staff with a safe entry into the confined spaces of the underpasses to perform maintenance on the underpass pumps. New emission control units will help meet new air quality standards set forth by the SCAQMD.

Thaddeus McCormack
Executive Director

Attachment(s):

None.



City of Santa Fe Springs

Water Utility Authority

June 23, 2011

AWARD OF CONTRACT

Hydrogeological Services for the Construction of a New Water Production Well in Zone II

RECOMMENDATION

That the Water Utility Authority take the following actions:

1. Award a contract to Geoscience Support Services, Inc. in the amount of \$152,328 for hydrogeological services for the construction of a new water production well in Zone II; and
2. Authorize the Director of Public Works to execute the agreement for the hydrogeological services for the construction of a new water production well in Zone II.

BACKGROUND

The City Council, at their meeting of April 28, 2011, authorized staff to solicit Request for Proposals (RFP) for the subject project. The RFP was sent to approximately five (5) firms and was posted to the internet, where 22 additional firms downloaded the document. A total of six (6) proposals were received on June 2, 2011.

A three-member evaluation team consisting of in-house staff reviewed each proposal based on project-specific criteria, such as the firm's understanding of the work to be done, experience with similar kinds of work, and familiarity with state regulations, quality of staff, etc. The evaluation committee consisted of Noe Negrete, Assistant Director of Public Works, Frank Beach, Utility Services Manager, and Alan Townsley, Water Distribution Supervisor. Interviews were then conducted with the top three most-qualified firms on June 10, 2011. After evaluation of the proposals and the interviews, the evaluation committee recommends Geoscience Support Services, Inc. (Geoscience) as the most qualified firm for the project. Geoscience exhibited vast local groundwater knowledge, has designed several recent new well developments within the same aquifers, and demonstrated the ability to provide innovative solutions if required during the drilling phases of the project.

Attached is a summary of the evaluation committee's rankings of the proposals and interviews. As shown, Geoscience was the highest rated firm in both the proposal evaluation and interview phases of the selection process.


The proposals submitted to the City, the evaluation and interview score sheets, and the fee proposal submitted by Geoscience are on file in public works.

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

Date of Report: June 16, 2011

6

contingency on top of the fee submitted by Geoscience. The \$152,328 consists of a fee from Geoscience of \$132,459 plus a 15% contingency of \$19,869. The fee submitted by Geoscience is below the staff estimate of \$140,000.



Thaddeus McCormack
City Manager

Attachment(s):

Summary Score Sheets:

Evaluation of Proposals

Evaluation of Interviews

**HYDROGEOLOGICAL SERVICES FOR THE
CONSTRUCTION OF A NEW WATER PRODUCTION WELL IN ZONE II
SUMMARY SCORE SHEET**

EVALUATION OF PROPOSALS

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100 (Round Up)
	NN	FB	AT	TOTAL SCORE	
GEOSCIENCE	96	98	100	294	98
RICHARD C. SLADE & ASSOCIATES LLC	98	93	95	286	95
TETRA TECH	94	87	85	266	89
AECOM	92	87	75	254	85
WORLEY PARSONS	87	95	57	239	80
STETSON ENGINEERS, INC.	90	91	46	227	76

The evaluation criteria used for rating the proposals is as follows:

- * Understanding the Work to be Done.
- * Experience with Similar Kinds of Work.
- * Quality of Staff for Work to be Done.
- * Experience In Well Drilling within Contaminated Aquifers
- * Familiarity with State Titles 22 and 17 as well as AWWA Standards
- * Financial Responsibility
- * Demonstrated Technical Ability

**HYDROGEOLOGICAL SERVICES FOR THE
CONSTRUCTION OF A NEW WATER PRODUCTION WELL IN ZONE II
SUMMARY SCORE SHEET**

INTERVIEW OF FIRMS

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100 (Round Up)
	NN	FB	AT	TOTAL SCORE	
GEOSCIENCE	98	100	100	298	99
RICHARD C. SLADE & ASSOCIATES LLC	92	94	91	277	92
TETRA TECH	90	81	89	260	87

The evaluation criteria used for rating the interviews is as follows:

- * Project Understanding
- * Experience with Similar Kinds of Well Projects
- * Staff Experience
- * Experience in Well Drilling within Contaminated Aquifers/Treatment Required End Use
- * Specific Awareness of Local Aquifers, Plumes, and Water Quality Issues
- * Reputation - Past Clients, Repeat Business, Reliability, and References
- * Demonstrated Capabilities, Historic and Deliverables - Innovative or Advanced Techniques



City of Santa Fe Springs

City Council Meeting

June 23, 2011

CONSENT CALENDAR

Receive and File the Annual Special Tax Levy Report for Community Facilities District No. 2009-1 (Villages at Heritage Springs) for Fiscal Year 2010-11

RECOMMENDATION

Receive and file the Special Tax Levy Annual Report for Community Facilities District 2009-1 for Fiscal Year 2010-11.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires that an annual special tax levy report be prepared for each Community Facilities District (CFD). This report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services taxes are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

INFRASTRUCTURE IMPACT

Maintenance costs associated with the new infrastructure in the boundaries of the CFD will be funded by the CFD.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is written over a horizontal line.

Thaddeus McCormack
City Manager

Attachment:

Special Tax Levy Annual Report for CFD 2009-1 for Fiscal Year 2010-11



City of Santa Fe Springs

Community Development Commission/City Council

June 23, 2011

JOINT PUBLIC HEARING - Sale of Residential Property.

Joint Public Hearing on the sale of a Community Development Commission-owned property acquired and to be constructed for sale under the Housing Acquisition and Rehabilitation Program (HARP) located at 11010 Davenrich Street, approval of City Council Resolution No. 9326 and Community Development Commission Resolution No. 262-2011.

RECOMMENDATIONS

1. That the City Council and Community Development Commission open the Joint Public Hearing and receive comments.
2. That the City Council and Community Development Commission find that the proposed sale of the subject property is pursuant to and in furtherance of the Redevelopment Plan and Housing Set-Aside requirements for the Consolidated Redevelopment Project for which environmental documents were previously prepared.
3. That the City Council and Community Development Commission find that the sale of the subject property is for affordable housing purposes and that said sale price is consistent with Redevelopment Law and appropriate to effectuate the purposes of the Redevelopment Plan.
4. That the City Council approves Resolution No. 9326 and that the Community Development Commission approves Resolution No. 262-2011.

BACKGROUND

State Redevelopment Law requires a Joint Public Hearing before the City Council and Community Development Commission prior to the sale or lease of land acquired either directly or indirectly with tax increment funds. Since this is a Joint Hearing, this staff report appears on both the City Council and Community Development Commission Agendas.

The subject property, located at 11010 Davenrich Street, was acquired by the CDC on January 13, 1999 in a deteriorated condition. Plans were approved for a new three-bedroom, two-bath home, which is currently under construction and near completion.

HUD guidelines establish the maximum allowable sale price of the property for a family of five to be \$225,000, allowing the property to be available for sale to an income-eligible low or moderate income household under the City's HARP first-time

homebuyer program.

The buyers, Monica Galindo and Candelario Ayon have three children, and are the first income eligible family on the HARP Lottery List. The Galindo-Ayon family has lived in the City for more than the required three year period, and this will be their first home purchase. As a result, the Galindo-Ayon family meets both the income and residency requirements of the HARP Program. The Galindo-Ayon family has agreed to live in the home as their primary residence and maintain it in accordance with the HARP Sale Agreement, a copy of which is attached. In addition, the Galindo-Ayon family has been advised of State law establishing affordability restrictions and resale conditions that are tied by recorded covenant to the property.

FISCAL IMPACT

Expenditure of housing setaside funds for the purpose of preserving and increasing the number of affordable units in the City is a primary function and responsibility of the CDC. Accordingly, the sale of the subject rehabilitated single family dwelling to an income eligible household is in furtherance of State law and the goals and policies of the CDC. Selling the subject property, even considering the subsidy involved, will not adversely impact the Housing Fund.

INFRASTRUCTURE IMPACT

Selling the subject property to an income eligible household will not have an adverse impact on the City's infrastructure.


Thaddeus McCormack
City Manager


Paul R. Ashworth
Executive Director

Attachments:

City Council Resolution No. 9326

Community Development Commission Resolution No. 262-2011

Sale Agreement

Location Map

RESOLUTION NO. 9326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING THE SALE OF PROPERTY OWNED BY THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS FOR AFFORDABLE HOUSING PURPOSES PURSUANT TO THE REDEVELOPMENT PLAN FOR THE CONSOLIDATED REDEVELOPMENT PROJECT.

WHEREAS, the Community Development Commission of the City of Santa Fe Springs has proposed to sell property (the "Proposed Sale") acquired with tax increment moneys, for affordable housing purposes pursuant to the Redevelopment Plan for the Consolidated Redevelopment Project (the "Redevelopment Plan"); and

WHEREAS, the City Council has held a properly noticed public hearing in accordance with the requirements of the State of California Health and Safety Code, {s} 33431 and 33433 for the sale of a small housing project as defined in {s} 33013; and

WHEREAS, the City Council has provided all interested persons with and opportunity to be heard during the course of this public hearing; and

WHEREAS, the City Council has duly considered all testimony, oral and written, offered during, or prior to, this public hearing; and

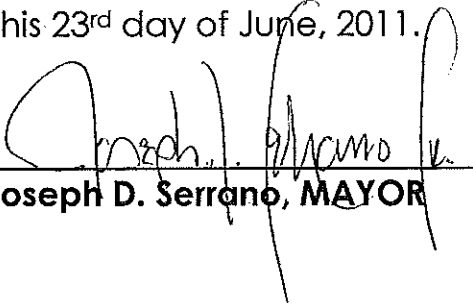
WHEREAS, the City Council further finds and determines that the Proposed Sale is an activity within the scope of the Redevelopment Plan, in particular the provision of housing affordable to low and moderate income persons, for which an Environmental Impact Report (the "EIR") was certified; and

WHEREAS, the City Council in adopting this Resolution has considered the EIR; and

WHEREAS, the City Council further finds and determines that the EIR adequately describes the Proposed Sale for the purposes of the California Environmental Quality Act; and

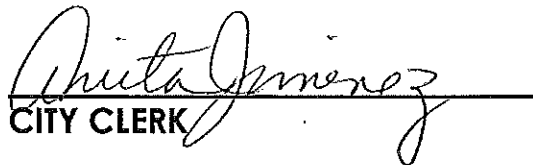
SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2011.



Joseph D. Serrano, MAYOR

ATTEST:



CITY CLERK

RESOLUTION NO. 262-2011

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS AUTHORIZING ENTRY INTO
A SALE AGREEMENT WITH MONICA GALINDO & CANDELARIO AYON,
FOR THE SALE OF PROPERTY PURSUANT TO THE REDEVELOPMENT PLAN
FOR THE CONSOLIDATED REDEVELOPMENT PROJECT.**

WHEREAS, the Community Development Commission of the City of Santa Fe Springs has proposed to sell property (the "Proposed Sale") acquired with tax increment moneys, for affordable housing purposes pursuant to the Redevelopment Plan for the Consolidated Redevelopment Project (the "Redevelopment Plan"); and

WHEREAS, the Community Development Commission has held a properly noticed public hearing in accordance with the requirements of the State of California Health and Safety Code, {s} 33431 and 33433 for the sale of a small housing project as defined in {s} 33013; and

WHEREAS, the Community Development Commission has provided all interested persons with an opportunity to be heard during the course of this public hearing; and

WHEREAS, the Community Development Commission has duly considered all testimony, oral and written, offered during, or prior to, this public hearing; and

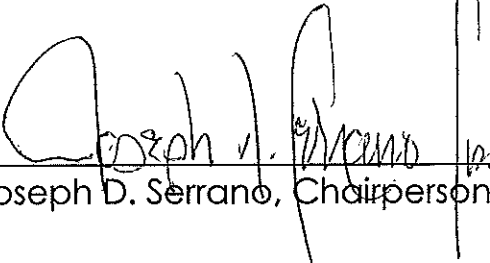
WHEREAS, the Community Development Commission, after consideration of said testimony, finds, determines and declares that the Proposed Sale is a sale of property for purposes of redevelopment and affordable housing, and that the Proposed Sale is necessary to effectuate the purposes of the Redevelopment Plan, in particular the provision of housing affordable to low and moderate income persons; and

WHEREAS, the Community Development Commission further finds and determines that the Proposed Sale is an activity within the scope of the Redevelopment Plan, for which an Environmental Impact Report (the "EIR") was certified; and

WHEREAS, the Community Development Commission in adopting this Resolution has considered the EIR; and

SECTION 2: The Community Development Commission Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 23rd day of June, 2011.



Joseph D. Serrano, Chairperson

ATTEST

SECRETARY: 

Recording requested by and
when recorded return to:

City Clerk
11710 E. Telegraph Road
Santa Fe Springs, California 90670

AGREEMENT

This Agreement is made as of the 23rd day of June, 2011, by and between the Community Development Commission of the City of Santa Fe Springs ("CDC"), and Monica Galindo & Candelario Ayon ("Buyer").

This Agreement is made with reference to the following facts:

- A. CDC is the owner of the property (the "Property") located at 11010 Davenrich Street, Santa Fe Springs, California, and legally described as follows:

Lot 10 of Tract 19014 in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map recorded in Book 479, Page(s) 29 of maps, in the Office of the County Recorder of said County.
- B. CDC purchased the Property in a substandard condition and, between acquisition cost and rehabilitation, expects to expend in excess of \$650,000 in bringing the Property to its present first-class condition.
- C. Buyer is the winner of a lottery (HARP) held by CDC to determine the right to purchase the Property for the price set forth below in Section 1. In order to qualify for the lottery, Buyer has demonstrated to CDC that Buyer's household income does not exceed 115% of the area median income as established by HUD and that the Buyer has resided, for the preceding three years, in the City of Santa Fe Springs.
- D. CDC wishes to sell the Property to qualified persons who will maintain it in a first-class condition, who qualify financially as set forth above, and who will agree to certain covenants and conditions regarding the resale of the Property, for a period of 45 years from the date of close of escrow for the sale of the Property from CDC to Buyers (the Covenant Period), in accordance with applicable provisions contained in the California Community Redevelopment Law (the CRL).
- E. CDC is willing to subsidize the sale to Buyer, as set forth herein, because of Buyer's acceptance of the foregoing goals and agreement to cooperate in carrying them out.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. CDC agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from the CDC for a total sum of \$225,000. The parties agree to enter into an appropriate escrow for said sale. CDC will pay both parties' escrow expenses, including all non-recurring closing costs, and the cost of a CLTA Title Insurance Policy in the amount of the purchase price. A 30-day escrow is

contemplated, but escrow may close sooner or be extended longer by mutual consent.

2. Buyer shall pay the purchase price into escrow as follows:
 - a. A cash down payment of not less than \$2,500, payable at the opening of escrow.
 - b. Buyer shall obtain financing for the acquisition of the property, and is hereby granted the right to give a lender a first deed of trust on the Property to secure said loan (the Lender's Loan).
 - c. CDC will provide Buyer with a \$20,000 loan, secured by a second deed of trust, to be paid back as follows:
 - Interest will accrue at 6% per year on the outstanding principal balance.
 - No payments of either interest or principal will be due for the first ten (10) years from the date of close of escrow. However, Buyer may make payments at any time without penalty.
 - On the tenth anniversary of the close of escrow, Buyer must elect to either pay off the second deed of trust in full or commence on a regular monthly payment schedule designed to pay off principal and interest in five (5) years. A late payment penalty of 6% will be assessed on all payments received ten (10) or more days late.
3. At all times during the Covenant Period, Buyer shall maintain the exterior of the Property (dwelling and accessory structures) to the standards required by the Property Maintenance Ordinance (Chapter 17A) contained in the City Code of the City of Santa Fe Springs, as such Chapter presently exists or is hereafter amended (the PMO).
4. Because of CDC's potential right to repurchase the Property during the Covenant Period, Buyer shall maintain the interior of the Property to standards of normal use, including routine maintenance and upkeep. In the event that CDC repurchases the Property as set forth below, CDC's actual costs of repair and rehabilitation will be deducted from the repurchase price set forth below. Items for which deductions will be made include but are not limited to:
 - a. Holes, cracks, gouges or other punctures/indentures in wall, ceiling or roof area.
 - b. Lack of proper maintenance of painted or varnished surfaces of wall, ceilings, etc.; cracked and peeling painted surfaces; discoloration of painted surfaces; stains, markings or graffiti on walls, floors or ceilings.
 - c. Broken glass, debris, garbage, human or animal waste on the floors, or holes in the carpet or floors.

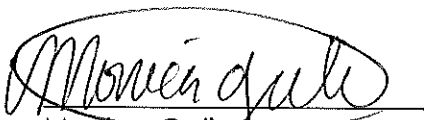
- d. Broken, removed, disconnected and/or clogged plumbing fixtures.
 - e. Broken, removed and/or non-workable doors, windows, cabinets, cupboards, closets and shelves.
 - f. Acts of vandalism or malicious mischief.
5. If, during the Covenant Period, there is any violation of the PMO which results in a City Manager hearing (Section 17A-6), the City Manager, or the City Council on appeal from the City Manager's decision, may order that Buyer sell the Property back to CDC. Such repurchase by CDC shall be at the price set forth below in Section 10.
6. During the Covenant Period, the Property shall be the principal residence of Buyer and Buyer's children only. It may not be leased or rented under any circumstances without CDC's prior written approval, which will be given only in case of extreme hardship beyond the control of Buyer, as determined at the sole discretion of CDC.
7. Buyer shall not place any encumbrance on the Property, other than the encumbrance evidencing a first deed of trust at the time of purchase as described in section 2(c), above, nor shall Buyer increase the amount of said allowed encumbrance or any other allowed encumbrance, without obtaining the prior written consent of CDC, which consent shall not be unreasonably withheld.
8. Should Buyer propose to sell or otherwise transfer (sale) the Property at any time during the Covenant Period, such sale shall be to an income eligible person (or persons), for an affordable price, as defined in the applicable provisions of the CRL, pursuant to the schedules in effect at the time of such proposed sale. Prior to any proposed sale, Buyer shall provide to CDC such information as CDC deems necessary so that CDC may evaluate the eligibility of the proposed buyer and sale. CDC shall inform Buyer of its decision regarding such eligibility within 10 business days of CDC's notice to Buyer that CDC has received all necessary information to make such evaluation. **ANY SALE OR TRANSFER MADE WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS SECTION SHALL BE PROHIBITED AND VOID.**
9. In the event that Buyer desires to sell the Property, and despite their best efforts cannot locate an eligible buyer within 45 days after Buyer begins to actively market the Property, CDC may, but is not obligated to, repurchase the Property from Buyer.
10. In the event that CDC repurchases the Property pursuant to any provision set forth in this Agreement, the purchase price shall be the lesser of: (a) The fair market value of the Property at the time of such purchase, as determined by an appraisal to be done by an independent appraiser to be selected by CDC, less any deductions as described herein; or (b) the maximum affordable price, as defined in the applicable provisions of the CRL, pursuant to the schedules in effect at the time of such purchase, less any deductions

described herein.

11. In the event of violation or threatened violation by Buyer of any of the provisions of this Agreement, CDC shall be deemed to be an interested party and shall have the right to seek appropriate judicial relief for the purpose of eliminating or preventing the violation.
12. Any default by Buyer on the Lender's Loan, whether by non-payment or otherwise, shall trigger CDC's right to repurchase the Property for the amount set forth above in Section 11. In the event that CDC repurchases the Property based on a default on the Lender's Loan, the parties shall deduct from the purchase price all expenses incurred by CDC as a result of said default, in addition to any other deductions relating to any other provision of this Agreement.
13. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect unimpaired by the holding.
14. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties hereto.
15. This Agreement shall be governed by the laws of the State of California. Any legal action pertaining to this Agreement shall be filed in the Los Angeles Superior Court, Southeast District. In any such legal action, the prevailing party shall be entitled to recover its reasonable litigation expenses, including attorneys' fees.

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

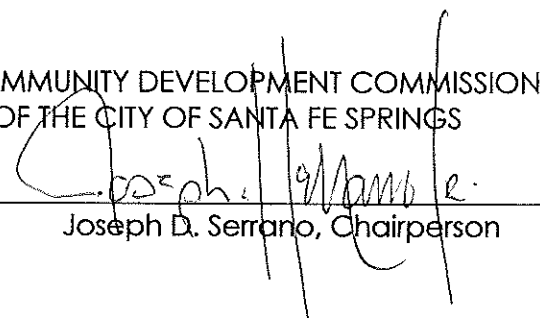
BUYER:


Monica Galindo


Candelario Ayon

SELLER:

COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS

By: 
Joseph D. Serrano, Chairperson



City of Santa Fe Springs

LOCATION MAP

11010 Davenrich Street



NEW BUSINESS

Development Plan Approval Case Nos. 868 and 869

A request to allow the construction of two (2) concrete (spec) tilt-up industrial buildings of 43,187 sq ft (Building 1) and 50,669 sq ft (Building 2) respectively, on the undeveloped property located at the northwest corner of Norwalk Boulevard and Smith Avenue, in the M-2, Heavy Manufacturing, Zone, within the Consolidated Redevelopment Project Area. (Eric Hildebrand for CSIR WR Santa Fe Springs, LLC)

Note: The Building Official has assigned an address of 12039 Smith Avenue to Building 1 and an address of 12011 Smith Avenue to Building 2.

RECOMMENDATIONS

Staff recommends that the Community Development Commission take the following actions:

1. Find that the proposed project will be harmonious with the adjoining properties and surrounding uses in the area and that the use will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan.
2. Approve DPA Case Nos. 868 and 869, subject to the conditions of approval as contained within the Staff Report.

BACKGROUND/DESCRIPTION OF REQUEST

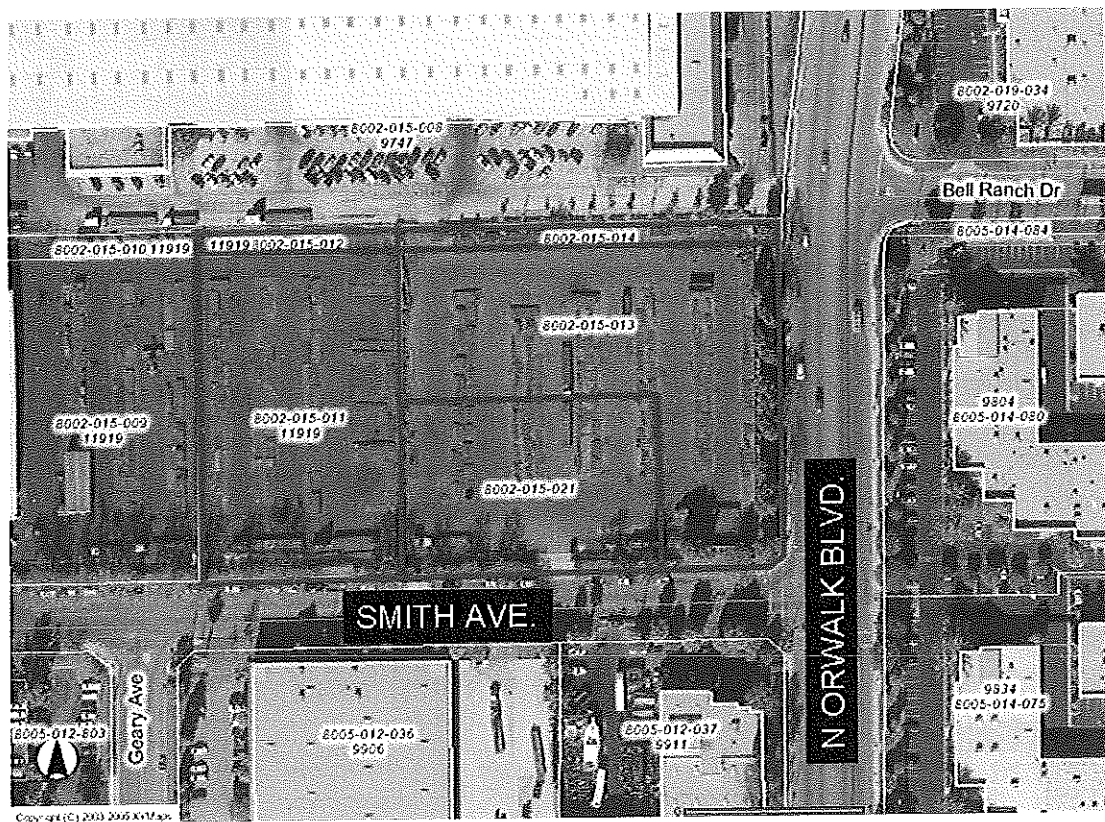
The 4.634-acre, undeveloped property is located at the northwest corner of Norwalk Boulevard and Smith Avenue. The 4.634 acres consist of five lots (APN: 8002-015-011, 12, 013, 014 and 021).

Lots 11 and 12, have addresses of 11919 Smith Avenue. This is the same address of the adjacent, westerly property (APN: 8002-015-019) that is developed with a one-story 80,313± sq ft metal building and a 5,600± one-story concrete block building. The remaining three lots do not have addresses. All five lots were used for the storage of steel products associated with Primary Steel, located at 11919 Smith Avenue.

A request to consolidate the five lots into two parcels (TPM No. 71494) was approved by the Planning Commission on June 13, 2011. The Planning commission also approved DPA Case Nos. 868 and 869, respectively.

This case is before the CDC because the proposed development is located within the Consolidated Redevelopment Project Area and requires development plan approval from both the Planning Commission and Community Development Commission. This is to assure that proper attention is given to the siting of new structures, additions or alterations to existing structures, particularly in regard to unsightly and undesirable appearance, which would have an adverse effect on surrounding properties and the community in general

LOCATION AERIAL



DEVELOPMENT PROPOSAL

Plot Plan: The applicant is proposing to construct two spec buildings on the 4.634-acre property. Building 1 has frontage on both Norwalk Boulevard and Smith Avenue. Along Norwalk Boulevard, the building setback, at its shortest distance, is 30'-0" and at its furthest distance, is 32'-6". The building is setback 30'-0" along Smith Avenue. Building 2 has frontage on Smith Avenue and is setback 34'-0" from the property line along Smith Avenue.

Floor Plan: The floor plan for Building 1 shows a warehouse area of 43,187 sq ft, inclusive of a first floor office area of 2,000 sq ft. It also has a second floor area of 2,000 square feet; (Total area = 43,187 sq ft). The first floor office area, which is located at the southwest area of the building, along Smith Avenue, is defined by several offices, a lobby, hallway, janitor area, and four restrooms. Two restrooms are directly accessible from the office area while the other two are directly accessible from the warehouse area. The second floor area of Building 1 is shown as open office, and undefined. The total area of Building 2 is 50,669 sq ft. This includes a first floor level office of 2,000 sq ft, which is also located at the southwest area of the building, along Smith Avenue. The first floor office area is defined by several offices, a lobby, janitor area, and four restrooms. Similarly to Building 1, two of the restrooms are directly accessible from the office area while the other two are directly accessible from the warehouse area. There is a large open office area, defined as a "bull pen."

Elevations: The elevations submitted for the industrial buildings consist of a contemporary and attractive design. Both concrete tilt-up structures are provided with a color palette that is consistent with the neighborhood. The paint scheme is comprised of a 12'-0" beige base with several horizontal bands of alternating beige/white color. Vertical reveals are broken into smaller lengths and set into a large-format running bond design. The smaller building, facing Norwalk Boulevard, is provided with additional articulation along its eastern edge consisting of canopy framed clear-story windows and a 2-story glazed corner element. All mechanical units are screened from public view. Entries are located at the southwest of each building where a blue accent color is incorporated. The 2-story glazing is broken by horizontal canopies which wrap the corner. A 16' deep canopy defines the entry.

Landscaping: The entire area between the front property line and the wall of the buildings along Norwalk Boulevard and Smith Avenue is extensively landscaped, except for the areas designated for driveways. The landscaped areas include meandering sidewalks on Norwalk Boulevard and Smith Avenue. Additional landscaping is distributed along the north and west property lines, along the perimeter

of the buildings and within the parking lot area. A bio-swale¹ is depicted between the exterior wall of both buildings and the front property line along Smith Avenue. The City's Municipal Code requires 20,192.5 sq ft of landscaping; 22,250 sq ft is provided (includes meandering sidewalk)

Parking/Loading doors: Parking is located between both buildings (separated by a driveway), along the northerly and westerly property lines and along the westerly side of Building 2. According to the parking data provided by the applicant, 71 parking spaces are required by Code for Building 1. Seventy-two (72) spaces are provided: 57 standard, 4 handicap and 16 compact spaces. For Building 2, eighty-one (81) spaces are required and 81 spaces are provided: 57 standard, 4 handicap and 20 compact spaces. Portions of the parking lot area, identified by Key Note 23, are composed of permeable concrete.

The loading doors for both buildings are located in a recessed area on the west side of the buildings. The loading area will not be visible for either Smith Avenue or Norwalk Boulevard.

Driveway: Three 30-foot wide, radius-type driveways provide access to the site: one on Norwalk Boulevard and two on Smith Avenue.

Trash Enclosure: The trash enclosures of 316 sq ft (Building 1) and 354 sq ft (Building 2), are located on the west side of the buildings, behind the proposed 13'-6" tall concrete screen wall. Both enclosures meet the minimum size requirement.

Gates and Fences: Two 6'-0" high painted rolling wrought iron gates with fences are proposed within the parking lot area, approximately 175 feet from the Smith Avenue property line. One of the gate and fence, identified by Key Notes 19 and 34, is proposed between buildings 1 and 2. The other is proposed between Building 2 and the westerly property line. The gates are depicted behind a concrete screen wall (Key Note 11). A 6'-0" chain link bi-sectional rolling gate (Key Note 33) is proposed along the northeasterly wall of Building 2, adjacent to the easterly property line of Building 2, which is also the westerly wall of Building 1. There is also a 6'-0" high painted wrought iron fence (Key Note 34), with a bi-swing wrought iron gate (Key Note 20), located within the driveway area, north of Building 1, approximately 65 feet from Norwalk Boulevard.

Fire Department Connection (FDC)/Double Detector Check Valve (DDC) and Fire Hydrants: Two FDC are proposed: One within the landscape area, north of the driveway on Norwalk Boulevard, and the other within the landscape area to the right of the driveway entry to Building 2. Both are located within a planter area,

¹ Bioswale: A landscape technology that uses plants, soil, or compose to retain and cleans runoff from sites or roadways.

industrial, rather than residential or commercial in nature, the land is being preserved for industrial uses.

3. Generally, vacant land is assessed on the land value. If you improve the land, for example by building 2 concrete tilt-up buildings, the assessed value of the property is likely to change which would lead to an increase in property values. Simply put, any improvement to a property may affect the assessed value and, by association, the property value.
4. The construction of two new concrete tilt-up buildings provides an opportunity to attract and encourage potential new businesses to the City.

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

Findings:

The new buildings will represent a significant enhancement in the appearance of the Site, which has been undeveloped for the past 20± years. The properties to the north and west are developed with metal buildings with concrete block offices that were constructed in the 1970's, 1980's and 1990's. The properties to the south are developed with concrete tilt-up buildings constructed in the 1970's and 1990's. Finally, the office buildings to the west were developed in the 1990's.

Compared to the architecture of the surrounding buildings, the architectural elevations for the proposed buildings are contemporary and attractive in design. Both concrete tilt-up structures are provided with a color palette that is consistent with the neighborhood. The paint scheme is comprised of a 12'-0" beige base with several horizontal bands of alternating beige/white color set above. Vertical reveals are broken into smaller lengths and set into a large-format running bond design. The smaller building, facing Norwalk Boulevard, is provided with additional articulation along its eastern edge consisting of canopy framed clear-story windows and a 2-story glazed corner element. All mechanical units are screened from public view. Entries are located at the southwest of each building where a blue accent color is incorporated. The 2-story glazing is broken by horizontal canopies which wrap the corner and extend 36' into the property. A 16' deep canopy defines the entry.

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

Findings:

The proposed buildings have been designed to serve as a functional warehouse distribution facilities, which use is allowed in the M-2 zones. The proposed building will contain a warehouse component as well as office facilities. Furthermore, the design of the new buildings represent both an extremely efficient use of space (by locating the truck loading doors on the west side of the buildings, and designing the buildings with a 130' truck maneuvering yard area) and high quality architectural design (demonstrated by the varying heights of the building, the incorporation of awning and roof overhang elements at strategic locations on the building, and use of tasteful and distinctive colors and finishes). These architectural design elements break up the mass of the building, and present an attractive, distinctive façade to visitors as well as those traveling along Norwalk Boulevard and Smith Avenue. Therefore, as designed, the new buildings are completely suitable for all of their intended uses, and the distinctive design of the building represents the architectural principles of proportion and harmony.

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

Findings:

As previously noted, the entire area between the front property line and the wall of the buildings along Norwalk Boulevard and Smith Avenue is extensively landscaped, except for the areas designated for driveways. The landscaped areas include meandering sidewalks on Norwalk Boulevard and Smith Avenue. Additional landscaping is distributed along the north and west property lines, along the perimeter of the buildings and within the parking lot area. Rather than remove all of the exiting mature trees, several will be retained. Mature trees are an asset to new development; they add a sense of character, maturity and provide valuable screening and shelter. They further increase comfort by blocking ultraviolet radiation, reducing wind speed, and reducing noise from lawnmowers, traffic and other urban sounds. Retaining some of the trees would provide the aforementioned benefits while allowing the newly planted trees to grow while allowing the completed project to appear built-out.

Although the truck loading areas are located on the west side of the building, and away from public view, the truck yard area is further screened by 13'-6" tall concrete screen walls. The architect revised the architectural design of the building to include variation in the building's height and façade, distinctive building crown elements such as overhangs and awning structures, and fenestration at the façade through the placement of large windows and glass doors at the office entrance point. As a result,

the currently proposed building presents a distinctive, high quality appearance for visitors to the site, as well as to members of the public traveling along Norwalk Boulevard and Smith Avenue. Extensive consideration has been given to numerous elements of the proposed project to achieve harmony with the City's zoning regulations.

The City of Santa Fe Springs has adopted a general plan to provide an overall direction for the future development of the City. The general plan's land use element describes the general location, distribution, and various types of land uses found within the City, and sets forth goals and policies for future development in the City. The land use element designates the site as "Industrial" and states that the City's development standards for industrially zoned property should "create and protect property values, foster an efficient, wholesome and aesthetically pleasant industrial district, attract and encourage the location of desirable industrial plants, and provide proper safeguards and land uses while emphasizing managed and reasonable growth." The proposed project conforms to the land use element's requirements, and directly supports several important goals and policies of the general plan, as more fully described below.

Land Use Element Goal 5: Provide an environment to stimulate local employment, community spirit, property values, community stability, the tax base, and the viability of local business.

The proposed buildings, as a result of consolidating the five lots into two parcels, would allow the newly created parcels and newly constructed buildings to be sold. The benefits of ownership include property value appreciation, tax benefits, realization of residual value of tenant improvements costs, and with continued occupancy, ownership becomes less expansive each year on an annual cash basis.

Land Use Element Goal 9.1 (a): Consideration of providing an adequate tax base from property tax or sales tax income.

When a property is assessed, there is a market value determined separately for the property and improvements. With the construction of buildings on what was previously undeveloped land, the property taxes would be calculated based on the land value and also the building value.

Land Use Element Goal 9.1 (b): Consideration of the number of jobs provided by the industry in comparison with the land area occupied.

Simply stated, vacant lots do not generate jobs. Jobs would be created during the construction of the building and when individuals are hired for the business that eventually occupies the buildings.

STAFF REMARKS

Staff finds that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan, and is therefore, recommending approval of DPA Case Nos. 868 and 869, subject to the conditions of approval as contained within the staff report.

That based on the findings set forth in the staff report, Staff find that the applicant's request meets the criteria set forth in Section -§ 155.739 of the Zoning Regulations, for the granting of Development Plan Approval.

STREETS AND HIGHWAYS

The subject lots are located at the northwest corner of Norwalk Boulevard and Smith Avenue. Within the Circulation Element of the City's General Plan, Norwalk Boulevard is classified as a Major Highway. Smith Avenue is a Collector street.

ZONING AND LAND USE

The subject property is zoned M-2, Heavy Manufacturing with a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as follows:

Table I

Surrounding Zoning, General Plan Designation, Land Use			
Direction	Zoning District	General Plan	Land Use (business type/category)
North	M-2 (Heavy Manufacturing)	Industrial	Steel fabricator and distributor of carbon steel sheets and plates
South	M-2 (Heavy Manufacturing)	Industrial	Rebuilder of diesel engines and transmissions (2) distributor for stainless steel bar, angle, plate, channel, beams, pipe, fittings and flanges
East	M-2 (Heavy Manufacturing)	Industrial	Corporate offices
West	M-2 (Heavy Manufacturing)	Industrial	Metal distributor and warehousing

LEGAL NOTICE OF PUBLIC HEARING

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

Legal notice of the Public Hearing for the proposed development plan approvals was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on May 25, 2011. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center on May 25, 2011, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

AUTHORITY OF COMMISSION:

The Commission may grant, conditionally grant or deny approval of a proposed development plan based on the evidence submitted and upon its own study and knowledge of the circumstances involved, or it may require the submission of a revised development plan. The Commission may also grant approval of a development plan subject to such conditions as the Commission deems are warranted by the circumstances involved. These conditions may include the dedication and development of streets adjoining the property and other improvements. All conditions of development plan approval shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

CONDITIONS OF APPROVAL:

ENGINEERING / PUBLIC WORKS DEPARTMENT:

(Contact: Rafael O. Casillas 562-868-0511 x7543)

1. That the Applicant shall pay a flat fee of \$80,000.00 to reconstruct/resurface the existing street frontage to centerline for Norwalk Blvd and Smith Ave.
2. That the Applicant shall design and construct a 5-foot wide meandering sidewalk and dedicate an easement along the Norwalk Blvd and Smith Ave street frontage. If applicable, the dedicated easement shall be shown on the Parcel/Tract Map. Furthermore, said meandering sidewalk shall be shown on both the civil and landscape plans.
3. Off-site street improvements shall be constructed to the City standards in accordance with plans prepared by the owner and/or developer and approved by the City Engineer. A soils report shall be prepared and submitted as directed by the City Engineer.

4. All oil wells, pipelines, tanks, and related lines within the public right-of-way shall be removed from the right-of-way unless otherwise approved by the City Engineer.
5. That adequate "on-site" parking shall be provided per City requirements, and all streets abutting the development shall be posted "No Stopping Any Time." The City will install the offsite signs and the owner shall pay the actual cost of sign installation.
6. That the Applicant shall pay to the City the entire cost of design, engineering, installation and inspection of the relocation of street lights on Norwalk Blvd and Smith Ave. The City will design and cause construction of said street light(s).
7. That common driveways shall not be allowed unless approved by the City Engineer. Proposed driveways shall be located to clear existing fire hydrants, street lights, water meters, etc.
8. The Applicant shall pay for the design, installation, and inspection of undergrounding overhead utilities on Norwalk Blvd and Smith Ave. .
9. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer.
10. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.
11. That the Applicant shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.
12. The Applicant shall have an overall site utility master plan prepared by a Registered Civil Engineer showing proposed location of all public water mains, reclaimed water mains, sanitary sewers and storm drains. This plan shall be approved by the City Engineer prior to the preparation of any construction plans for the aforementioned improvements.

13. That all point of access to the proposed development shall be reviewed and approved by the City Engineer. Left turns may be prohibited as designated by the City Engineer.
14. Final parcel map checking of \$4,852 plus \$285 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
15. The Applicant shall provide at no cost to the City, one Mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.
16. A reciprocal access easement Agreement covering each parcel of the subject map shall be prepared, executed and recorded in the Office of the Los Angeles County Recorder. Such Agreement and any CC&R's shall be subject to the approval of the City Attorney.
17. That the Applicant shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The owner and/or developer will receive credit for the demolition of any buildings that formerly occupied the site. For new developments, the owner and/or developer cannot meet the mitigation requirements, the owner and/or developer shall pay a mitigation fee to be determined by the City Engineer for off-site transportation improvements.
18. That the Applicant shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
19. That the Applicant shall pay the water trunkline connection fee of \$3,585 per acre upon application for water service connection or if utilizing any existing water service.
20. That a grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plan.
21. That a hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be prepared by a Professional Civil Engineer.

22. That upon completion of public improvements constructed by developers, the developer's civil engineer shall submit Mylar record drawings and an electronic file (AutoCAD Version 2004 or higher) to the office of the City Engineer.
23. That the Applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with Chapter 52 of the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Division of Water Quality, at (916) 657-1977 or by downloading the forms from their website at <http://www.swrcb.ca.gov/stormwtr/construction.html>. The project shall also conform to Ordinance 915 regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION)**(Contact: Alex Rodriguez 562.944-9713 x3701)**

24. That all buildings over 5,000 sq ft shall be protected by an approved automatic sprinkler system per Section 93.11 of the Santa Fe Springs Municipal Code.
25. That the Applicant shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study, in accordance with Ordinance No. 955, prior to issuance of building permits.
26. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department.
27. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 2,500 gpm with 1,500 gpm flowing from the most remote hydrant. In addition, on-site hydrants must have current testing, inspection and maintenance per California Title 19 and NFPA 25.

28. That the standard aisle width for onsite emergency vehicle maneuvering shall be 26 feet with a minimum clear height of 13 feet 6 inches. Internal driveways shall have a turning radius of not less than 52 feet. The final location and design of this 26 feet shall be subject to the approval of the City's Fire Chief as established by the Uniform Fire Code. A request to provide emergency vehicle aisle width less than 26 feet shall be considered upon the installation/provision of mitigation improvements approved by the City's Fire Chief.
29. That Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.
30. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

DEPARTMENT OF FIRE - RESCUE (ENVIRONMENTAL DIVISION)
(Contact: Tom Hall 562.868-0511 x3715)

31. That prior to issuance of building permits, the Applicant shall comply with the applicable conditions below and **obtain notification in writing** from the Santa Fe Springs Department of Fire-Rescue (SFSDFR) that all applicable conditions have been met:
 - a. At a minimum, the Applicant must conduct an All Appropriate Inquiries (AAI) Investigation (formerly called a Phase I Environmental Site Assessment) in accordance with ASTM Standard E1527-05. The Applicant shall provide the Santa Fe Springs Department of Fire-Rescue Environmental Protection Division (EPD) with a copy of the AAI investigation report for review and approval. If the AAI investigation identifies a release, or potential release at the site, the owner/developer must comply with part b.
 - b. An environmental site assessment may be required based on the information presented in the AAI investigation report. The environmental site assessment report must be reviewed and approved by the EPD in writing. Should the report indicate that contaminate levels exceed the City's remediation standards or other regulatory agency guidelines, remedial action will be required. A remedial action work plan must be approved by the EPD and/or another authorized oversight agency before implementation. Once remedial action is complete, a final remedial action report must be submitted and approved by the oversight agency.

- c. Soil Management Plan & Report. A Soils Management Plan (SMP) which addresses site monitoring and soil remediation during site development activities may be required. If required, the SMP shall be submitted to the EPD for review and approval before grading activities begin. Once grading is complete, a SMP report must be submitted to the EPD for final written approval. Building plans will not be approved until the SMP report has been approved by the EPD in writing.
32. Permits and approvals. That the Applicant shall, at its own expense, secure or cause to be secured any and all permits or other approvals which may be required by the City and any other governmental agency having jurisdiction as to the environmental condition of the Property. Permits shall be secured prior to beginning work related to the permitted activity.
33. That all abandoned pipelines, tanks and related facilities shall be removed unless approved by the City Engineer and Fire Chief. Appropriate permits for such work shall be secured before abandonment work begins.
34. 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, California Fire Code, Certified Unified Program Agency (CUPA) programs, the Air Quality Management District's Rules and Regulations and all other applicable codes and regulations.
35. That the Applicant shall submit plumbing plans to the Santa Fe Springs Department of Fire-Rescue, Environmental Protection Division and, if necessary, obtain an Industrial Wastewater Discharge Permit Application for generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.

POLICE SERVICES DEPARTMENT:

(Contact: Dino Torres 562.409-1850 x3329 or Phillip De Rousse at x3319)

36. That the Applicant shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services and the Fire Chief no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the owner or their representative any time, 24 hours a day.

37. That in order to facilitate the removal of unauthorized vehicles parked on the property, the Applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of vehicles and indicate that vehicles will be removed at the owner's expense and also contain the California Vehicle Code that permits this action. The sign shall also contain the telephone number of the local law enforcement agency (Police Services Center (562) 409-1850). The lettering within the sign shall not be less than one inch in height. The Applicant shall contact the Police Services Center for an inspection no later than 30 days after the project has been completed and prior to the occupancy permit being issued.
38. That the proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter, graffiti and other forms of vandalism. Any litter, graffiti, and or/damage caused from other forms of vandalism shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the adjacent and/or existing surfaces.

WASTE MANAGEMENT:**(Contact: Teresa Cavallo 562.868.0511 x7309)**

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

PLANNING AND DEVELOPMENT DEPARTMENT:
(Contact: Wayne Morrell 562.868-0511 x7362)

42. That the location of the proposed double detector-check valve detector assemblies shall have a stamp of approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.
43. That the Department of Planning and Development requires that double-check detector assembly be screened by shrubs or other materials. All shrubs shall be planted a minimum distance of two (2) feet surrounding the detector assembly; **however, the area in front of the OS and Y valves shall not be screened.** The screening shall also only be applicable to the double-check detector assembly and **shall not include the fire department connector (FDC).** Notwithstanding, the Fire Marshall shall have discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly.
44. That the Applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909. if applicable.
45. That **prior** to submitting plans to the Building Division for plan check, the Applicant shall submit mechanical plans that include a roof plan that shows the location of all roof mounted equipment. All roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from adjacent property or a public street at ground level shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning and Development.
 - a. To illustrate the visibility of equipment and/or duct work, the following shall be submitted along with the Mechanical Plans:
 - i. A roof plan showing the location of all roof-mounted equipment;
 - ii. Elevations of all existing and proposed mechanical equipment; and
 - iii. A line-of-sight drawing or a building cross-section drawing which shows the roof-mounted equipment and its relation to the roof and parapet lines.

NOTE: Line-of sight drawing and/or building cross section must be scaled.

46. That the Applicant shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials, existing and proposed, to be used and shall include 2 to 3' high berms (as measured from the parking lot grade elevation), shrubs designed to fully screen the interior yard and parking areas from public view and 24" box trees along the street frontage. **Said plans shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).**
47. That the landscaped areas shall be provided with a suitable, fixed, permanent and automatically controlled method for watering and sprinkling of plants. This operating sprinkler system shall consist of an electrical time clock, control valves, and piped water lines terminating in an appropriate number of sprinklers to insure proper watering periods and to provide water for all plants within the landscaped area. Sprinklers used to satisfy the requirements of this section shall be spaced to assure complete coverage of all landscaped areas. **Said plan shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).**
48. That upon completion of the new landscaping, the required landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, and replacement of plants when necessary and the regular watering of all plantings.
49. That all activities shall occur inside the building(s). No portion of the required off-street parking and driveway areas shall be used for outdoor storage of any type or for special-event activities, unless prior written approval is obtained from the Director of Planning and Development, Director of Police Services and the Fire Marshall.
50. That all vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. Off-site parking is not permitted and would result in the restriction or revocation of privileges granted under this Permit. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
51. That the electrical plans, which show the location of electrical transformer(s), shall be subject to the approval of the Planning Department. Transformers shall not be located within the front yard setback area. The location of the transformer(s) shall be subject to the prior approval of the Director of Planning and Development or designee. The electrical transformer shall be screened with shrubs consistent with Southern California Edison's Guidelines

which requires a 3' foot clearance on sides and back of the equipment, and an 8' clearance in front of the equipment. Additionally, the landscaping irrigation system shall be installed so that it does not spray on the equipment. A copy of the Guideline is available at the Planning Department).

52. That all fences, walls, gates and similar improvements for the proposed development shall be subject to the prior approval of the Fire Department and the Department of Planning and Development.
53. That no fences, walls, hedges, and/or any other similar improvements shall be constructed on and/or adjacent to the property line (easterly property line for Parcel 2 and westerly property line for Parcel 1) that separates Parcel 1 from Parcel 2.
54. That the proposed screen walls (Key Note 11) shall be decorative walls, consistent with the architecture of the building, and shall be of sufficient height to screen all trucks from view from the public streets.
55. That the Department of Planning and Development shall first review and approve all sign proposals for the development. The sign proposal (plan) shall include a site plan, building elevation on which the sign will be located, size, style and color of the proposed sign. All drawings shall be properly dimensioned and drawn to scale on 24" x 36" maximum-size paper. All signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
56. That the Applicant shall submit a lighting program that is integrated into the overall site, landscape design and building design. Lighting shall be used to highlight prominent building features such as entries and other focal points. Up-lighting can also be used as a way to enhance the texture of plants and structures, to create a sense of height in a landscape design. It is also a great way to create a "barrier" or to simply enhance the beauty of uniquely structured plants that you may have in your landscape.
57. That a sufficient number of approved outdoor trash enclosures shall be provided for the development, subject to the approval of the Director of Planning and Development. The calculation to determine the required storage area is: 1% of the first 20,000 sq ft of floor area + ½% of floor area exceeding 20,000 sq ft, but not less than 4 ½ feet in width nor than 6 feet in height.
58. That the Applicant shall not allow commercial vehicles, trucks and/or truck tractors to queue on Norwalk Boulevard and/or Smith Avenue, nor to use said


streets as a staging area, or to backup onto the street from the subject property.

59. That approved suite numbers/letters or address numbers shall be placed on the proposed buildings in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
60. That prior to issuance of building permits, the owner shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
 - a. Covenants.
 1. The Applicant shall provide a written covenant to the Planning Department that, except as may be revealed by the environmental remediation described above and except as owner may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, owner has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
 2. Applicant shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.
 - b. Applicant understands and agrees that it is the responsibility of the owner to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
 - c. Applicant understands and agrees that any representations, actions or approvals by the City, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits,


approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the owner and, therefore, the City, Commission, Planning Commission or their employees do not release or waive any obligations the owner may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. The Applicant, not the City, Commission, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the owner to comply with such regulatory requirements.

61. That if there is evidence that conditions of approval have not been fulfilled or the use has resulted in a substantial adverse effect on the health, and/or general welfare of users of adjacent or proximate property, or have a substantial adverse impact on public facilities or services, the Director of Planning and Development may refer DPA Case Nos. 868 and 869 to the Planning Commission for review. If upon such review, the Commission finds that any of the results above have occurred, the Commission may modify or revoke the entitlements.
62. That the Applicant shall be strictly liable for any and all sudden and accidental pollution and gradual pollution resulting from their use within the City, including cleanup, and injury or damage to persons or property. Additionally, operators shall be responsible for any sanctions, fines, or other monetary costs imposed as a result of the release of pollutants from their operations. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic waves and waste. "Waste" includes materials to be recycled, reconditioned or reclaimed.
63. That prior to occupancy of the property/building, the owner, and/or his tenant(s), shall obtain a valid business license (AKA Business Operation Tax Certificate), and submit a Statement of Intended Use. Both forms, and other required accompanying forms, may be obtained at City Hall by contacting Cecilia Pasos at (562) 868-0511, extension 7527, or through the City's web site (www.santafesprings.org).
64. That the Applicant shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, and future tenants/building owner, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings for the proposed development. ***Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.***

65. That the Applicant shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Pasos, Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org
66. That the development shall otherwise be substantially in accordance with the plot plan, floor plan, and elevations submitted by the owner and on file with the case.
67. That the final plot plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning and Development or his designee.
68. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
69. That DPA Case Nos. 868 and 869 shall not be effective for any purpose until the Applicant has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and accepts all of the required conditions of approval.
70. That the Applicant agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning DPA Case Nos. 868 and 869, when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
71. That it is hereby declare to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall laps.



Thaddeus McCormack
City Manager



Paul R. Ashworth
Executive Director

Attachments:

1. Location Aerial
2. Conceptual Master Plan
3. Floor Plan (Building One)
4. Floor Plan (Building Two)
5. Conceptual Elevations (Bldg. 1)
6. Conceptual Elevations (Bldg. 2)
7. Preliminary Landscape Plan
8. Development Plan Approval Application

CITY OF SANTA FE SPRINGS

LOCATION AERIAL





City of Santa Fe Springs
Application for
DEVELOPMENT PLAN APPROVAL (DPA)

The undersigned hereby petition for Development Plan Approval:

LOCATION OF PROPERTY INVOLVED:

Provide street address or Assessor's Parcel Map (APN) number(s) if no address is available.
Additionally, provide distance from nearest street intersection:

11919 Smith Avenue (1201) & 12039 Smith
APN #'s 8022-015-011, 012, 013, 014, 021
Smith Avenue & Norwalk Blvd - located at intersection

* Assigned address by Building Official

RECORD OWNER OF THE PROPERTY:

Name: CSTP WR, Santa Fe Springs LLC Phone No: (949) 722-3787
Mailing Address: c/o Western Realco
520 Newport Center Drive, Suite 630 Newport Beach, CA 92660
Fax No: (949) 722-3790 E-mail: vmagr@westernrealco.com

THE APPLICATION IS BEING FILED BY:

☐ Record owner of the property

☒ Authorized agent of the owner (written authorization must be attached to application)

Status of Authorized Agent:

Engineer/Architect: _____

Attorney: _____

Purchaser: _____

Lessee: _____

Other (describe): Developer/Independent Contractor

DESCRIBE THE DEVELOPMENT PROPOSAL (See reverse side of this sheet for information as to required accompanying plot plans, floor plans, elevations, etc.)

New industrial development with two building
equaling 93,765 square feet

I HEREBY CERTIFY THAT the facts, statements and information furnished above are true and correct to the best of my knowledge and belief.

Signed: _____

Signature

Vance Magr

Print name

(If signed by other than the record owner, written authorization must be attached to this application.)

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form entitled "Checklist for Development Plan Approval."

DPA Application
Page 2 of 2

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition (Attach a supplemental sheet if necessary):

Name (please print): Vance Maps CSIR VR Santa Fe Springs LLC c/o Western Realties
 Mailing Address: 520 Newport Center Drive #630, Newport Beach, CA 92660
 Phone No: (949) 720-3787
 Fax No: _____ E-mail: vmape@westernrealty.com
 Signature: [Signature]

Name (please print): _____
 Mailing Address: _____
 Phone No: _____
 Fax No: _____ E-mail: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.

I, Vance Maps, being duly sworn, depose and say that I am the petitioner in this application for a Development Plan Approval, and I hereby certify under penalty of law that the foregoing statements and all statements, maps, plans, drawings and other data made a part of this application are in all respects true and correct to the best of my knowledge and belief.

Signed: [Signature]
 (If signed by other than the Record Owner, written authorization must be attached to this application)

(seal)

On 11-16-2010 before me, Nidia S. Fryler,
 Personally appeared Vance Maps
 personally known to me (or 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.

WITNESS my hand and official seal

Notary Public

see attached
 acknowledgment.

FOR DEPARTMENT USE ONLY	
CASE NO:	DPA 868 & 869
DATE FILED:	11/16/2010
FILING FEE:	\$3,395.00
RECEIPT NO:	1114000
APPLICATION COMPLETE?	

Rec'd Fee \$3,395.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of OrangeOn 11-16-10

before me,

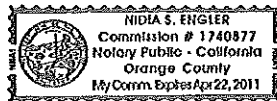
Nidia S. Engler

Here I declare Name and Title of the Officer

personally appeared

Vance Mayo

Name(s) of Signer(s)



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

Nidia S. Engler

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: City of Santa Fe Springs Development Plan Approval (DPA)Document Date: 11-16-2010Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: [Signature]☒ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

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PARCEL 1 - BUILDING[illegible]

General Notes

1. For Property Line Information, Refer to Conceptual Grading Plan
2. For Curved Intersections and Center Lines, Refer to Conceptual Grading Plan
3. All Easements to Conform with Municipal Standards
4. All Easements to Conform with Municipal Standards
5. Existing Gravelled at 15000 for First 20,000 L² of Building Area, and 17500 for Remaining Area
6. Gravelled Pavement Width shall be 6.5' +/- Concrete Pavement Width shall be 7.5' +/-

Existing Legal Description

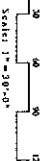
PARCELS 1 AND 2 OF PARCEL MAP NO. 3114, IN THE CITY OF SANTA FE SPRING, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 11, PAGE 44 OF THE PARCEL MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCELS 3 OF PARCEL MAP NO. 3060, IN THE CITY OF BANTA, 18 SPRING, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS THE MAP IN BOOK 11, PAGE 3 OF THE PARCEL MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Sheet Index

A site plan diagram showing a proposed building footprint on a lot bounded by Cedar Ave., Oak Ave., and Elm Ave. The lot contains a circular feature labeled "Circular Dr." and a rectangular area labeled "Garage". A north arrow points towards the top right. Dimensions are given as 60' x 120'.

Conceptual Masterplan



Key Notes

- | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89</ | | | | | | | | | | | |

Project Description

Project Directory

CITY	OWNER/APPLICANT
THIRD	WESTERN REALTY, LLC
1435	590 Newport Center Drive, Suite 210
THIRD	Newport Beach, California 92660
1435	Telephone: 949/238-2252
1435	Contact: Gary Edwards, Jimmy Mays
CON-	
LA1	ARCHITECT
305	DARTNER AND ASSOCIATES, INC.
305	16441 Red Hill Avenue, Suite 150
305	Tustin, California 92680
305	Telephone: 714/617-6600
305	Contact: Clio Hildebrand
CON-	

LANDSCAPE

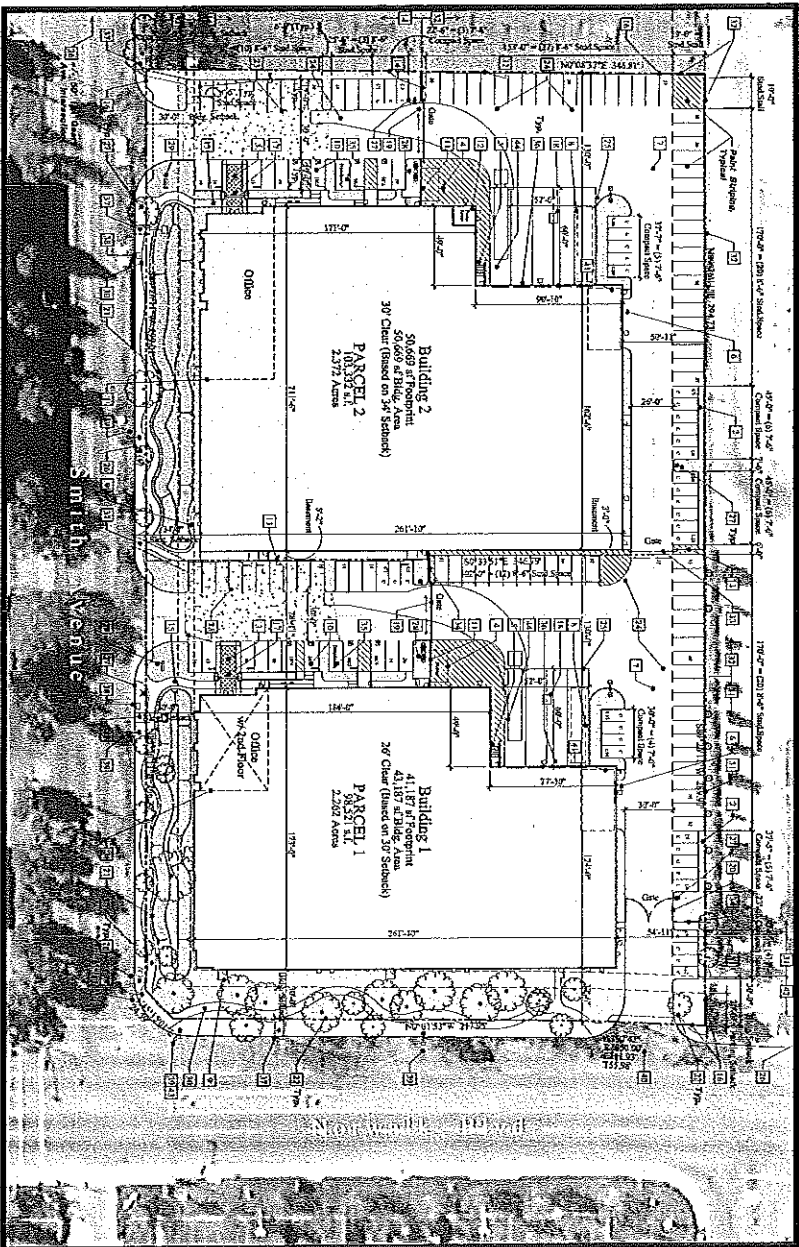
EMERALD BRIDGE
305 N. Harbor Blvd. - Suite 222
Fullerton, California 92632
Telephone 714 440 0417
Contact: Charles Lamb

Q1:1	Conceptual Design
Y1:1	Technical Preparation

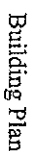
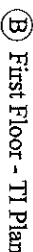
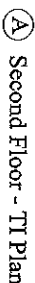
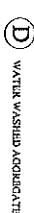
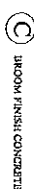
Reading Plan
of Nelson Mandela

7 Ave

M



WESTERN REALCO - SMITH AVENUE
Santa Fe Springs, California

[illegible][illegible]

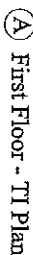
WESTERN REALCO

WESTERN REALCO - SMITH AVENUE
Santa Fe Springs, California

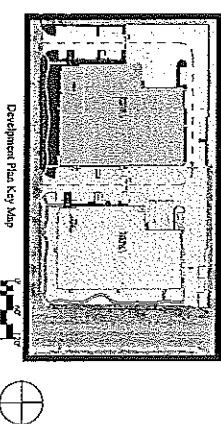
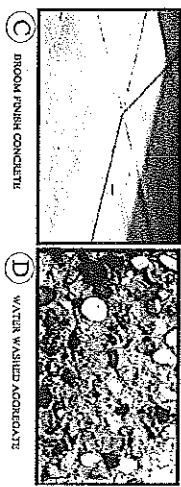
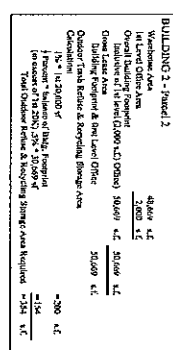
A2.0

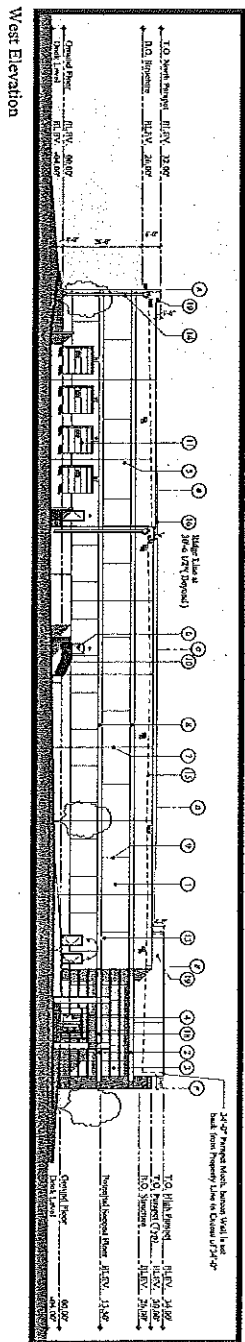
16 November, 2010
24 May 2011

BASTIEN AND ASSOCIATES, INC.
ARCHITECTURE AND PLANNING
3485 RED HILL AVENUE, SUITE 300
ANN ARBOR, MI 48106
PHONE: (313) 763-0800 FAX: (313) 763-0811
WWW ADDRESS: www.bastienassociates.com

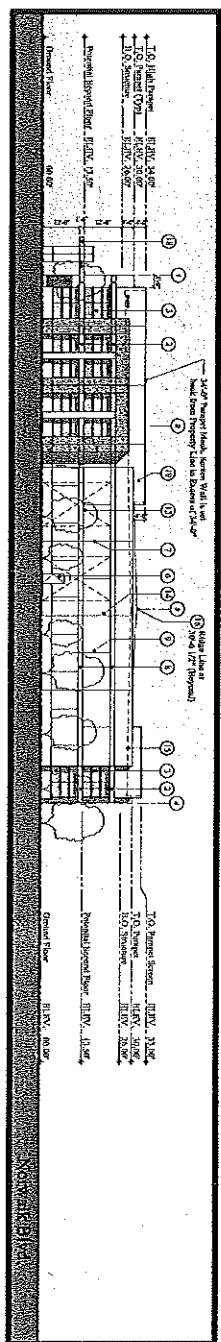
[illegible]

Architectural floor plan of the first floor of the 'WABINGTON' building. The plan shows a large central hall labeled 'WABINGTON' with a 'Vestibule' and 'Entrance' at the bottom. To the left is a 'Garage' with a 'Garage II' area. To the right is a 'Basement' area. The plan includes numerous dimensions, room numbers (1-5), and various structural details like 'Roof Slope Above' and 'Roof Slope Below'. A 'Parking Suburb' is indicated at the top left.

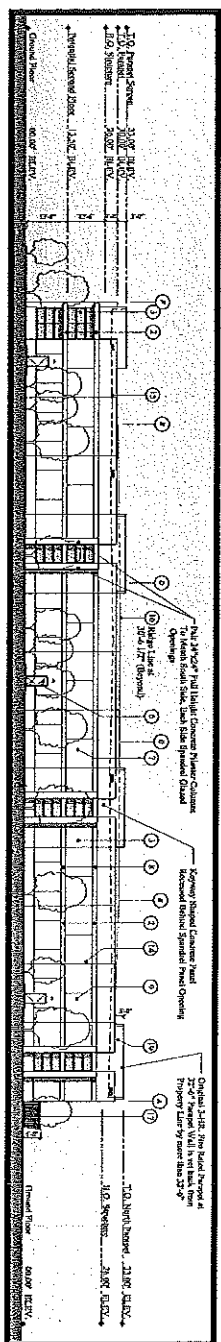
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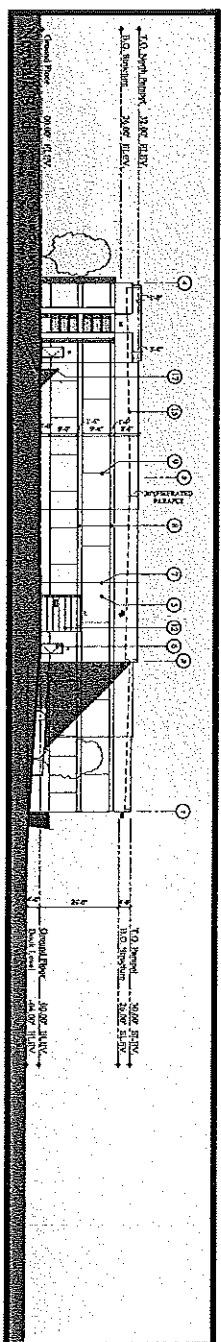
West Elevation



South Elevation (Smith Ave.)



East Elevation (Norwalk Blvd.)



North Elevation

Conceptual Elevations - Bldg. 1



WESTERN REALCO - SMITH AVENUE
 Santa Fe Springs, California

A3.0

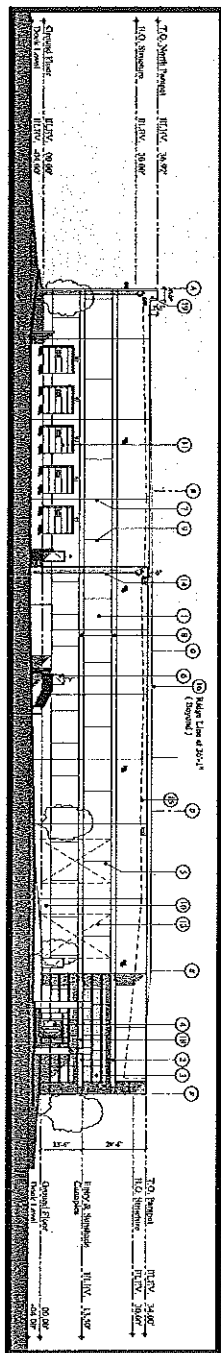
16 November, 2010
 20 May 2011

Elevation Notes

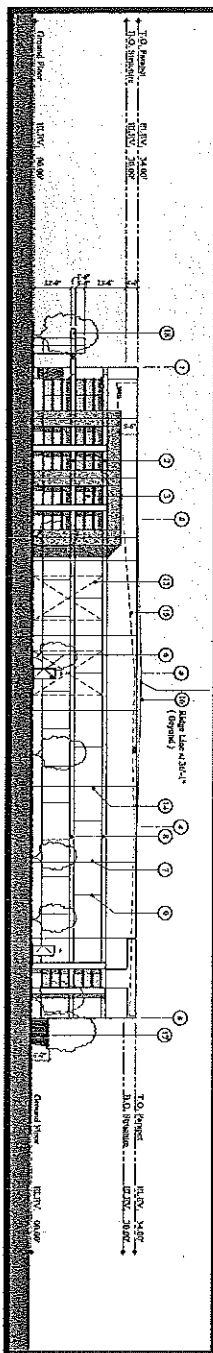
1. Colors: Three panels with joints and smooth as indicated. Material: Typical.
2. Structural: Concrete - National Metal Cast Concrete Company; Steel Frame - TYP.
3. Color: American Flat Color; American National System of Color; American Flat Color; American Flat Color - TYP.
4. Four: High Modulus Steel; Heavy Duty - TYP.
5. Light: Frame.
6. 3/4" Polished Floor; New Floor and Frame; Painted in White; Additional: White Interior.
7. Paint: White - TYP.
8. 3/4" Steel - TYP.
9. 3/4" Steel - TYP.
10. Metal: Steel and Castable; Painted in White; Medium: White; Painted in White.
11. 1/2" Steel and Castable; Painted in White; Medium: White; Painted in White.
12. 1/2" Steel and Castable; Painted in White; Medium: White; Painted in White.
13. Steel: Steel and Castable; Painted in White; Medium: White; Painted in White.
14. Steel: Steel and Castable; Painted in White; Medium: White; Painted in White.
15. Steel: Steel and Castable; Painted in White; Medium: White; Painted in White.
16. Steel: Steel and Castable; Painted in White; Medium: White; Painted in White.
17. Steel: Steel and Castable; Painted in White; Medium: White; Painted in White.
18. Steel: Steel and Castable; Painted in White; Medium: White; Painted in White.
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Paint Legend

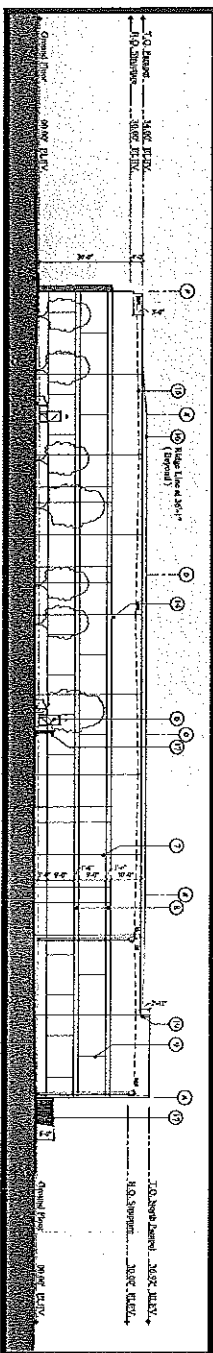
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- Panel 2 - Gray - White 2400 "White" Panel
- Panel 3 - White - White 2400 "White" Panel
- Panel 4 - White - White 2400 "White" Panel
- Panel 5 - White - White 2400 "White" Panel
- Panel 6 - White - White 2400 "White" Panel
- Panel 7 - White - White 2400 "White" Panel
- Panel 8 - White - White 2400 "White" Panel
- Panel 9 - White - White 2400 "White" Panel
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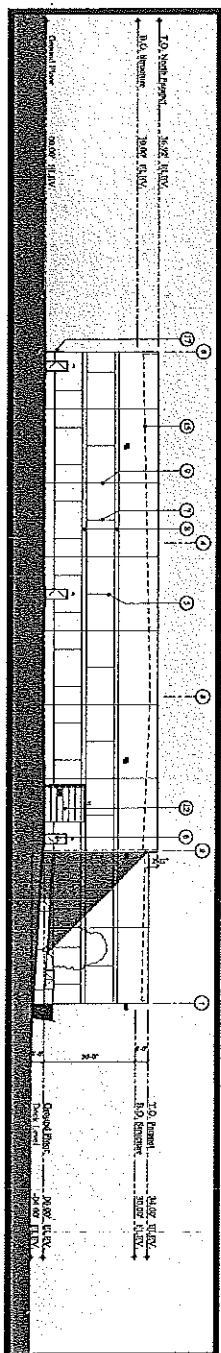
West Elevation



South Elevation (Smith Ave)

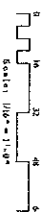


East Elevation (Facing Building 1)



North Elevation

Conceptual Elevations - Bldg. 2



WESTERN REALCO - SMITH AVENUE
Santa Fe Springs, California

A3.1

16 November, 2010
23 May 2011

Elevation Notes

1. General: Finishing must be with joints and reveals as indicated. Painted.
2. Paint: All exterior surfaces to be painted. Paint to be applied in two coats. Paint to be applied in two coats. Paint to be applied in two coats.
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Paint Legend

- Paint 1 - White - Vinyl Siding
- Paint 2 - Gray - Vinyl Siding
- Paint 3 - Blue - Vinyl Siding
- Paint 4 - Green - Vinyl Siding
- Paint 5 - Yellow - Vinyl Siding
- Paint 6 - Red - Vinyl Siding
- Paint 7 - Brown - Vinyl Siding
- Paint 8 - Black - Vinyl Siding
- Paint 9 - Silver - Vinyl Siding
- Paint 10 - Gold - Vinyl Siding
- Paint 11 - Bronze - Vinyl Siding
- Paint 12 - Copper - Vinyl Siding
- Paint 13 - Nickel - Vinyl Siding
- Paint 14 - Chrome - Vinyl Siding
- Paint 15 - Steel - Vinyl Siding
- Paint 16 - Aluminum - Vinyl Siding
- Paint 17 - Zinc - Vinyl Siding
- Paint 18 - Tin - Vinyl Siding
- Paint 19 - Lead - Vinyl Siding
- Paint 20 - Iron - Vinyl Siding



BASTIEN AND ASSOCIATES, INC.
ARCHITECTURE AND PLANNING
11441 E. 114th Ave., Suite 100
Denver, CO 80231
Phone: (303) 751-1144
Fax: (303) 751-1145
Email: info@bastienandassociates.com



City of Santa Fe Springs

City Council/CDC Meetings

June 23, 2011

NEW BUSINESS


Approval of Agreement between City and A.C. Lazzaretto & Associates


RECOMMENDATION

That the City Council and CDC approve the attached Consultant Agreement with A. C. Lazzaretto & Associates.

The City and Community Development Commission have long maintained a professional relationship with A.C. Lazzaretto & Associates (the "Consultant") for consulting services relating to varied and sundry issues, including redevelopment, development, environmental and project management related work. The services provided by this Consultant have proven quite beneficial to the City over the years. However, the contract that formalizes the relationship between the City/CDC and the Consultant has not been revised since 2002.

Attached for the Council's consideration is a newly revised agreement that better reflects how professional services are procured and provided in today's environment. In particular, an estimate of time and costs will be provided to the City before work is authorized to proceed on any project. Additionally, the contract gives levels of authority to staff and the City Council/CDC for authorizing work based on a threshold amount of how much the work will cost the City. The term of the new contract is for one year, and it allows the Consultant to utilize an office in City Hall up until December 31, 2011.


Thaddeus McCormack
City Manager


Paul R. Ashworth
Executive Director

ATTACHMENTS

Consultant Agreement

CONSULTANT AGREEMENT

This Agreement is made and entered into this ____ day of June, 2011, by and between the City of Santa Fe Springs and the Community Development Commission of the City of Santa Fe Springs, on the one hand (collectively "City"), and A. C. Lazzaretto & Associates, on the other hand ("Consultant").

RECITALS

- A. City desires to obtain municipal consulting services.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide such services.
- C. City has determined that the public interest, convenience and necessity require entry into this Agreement.

Based on the Recitals set forth above and in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement shall be from July 1, 2011, through June 30, 2012, inclusive, unless sooner terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving 60 days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving 30 days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services pursuant to this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination. However, if this Agreement is terminated by City for cause other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs in payment to another consultant for services which duplicate Consultant's services to date. In the event of termination

for other than cause attributable to Consultant, Consultant shall be deemed to be released for liability for any work assigned but not completed as of the effective date of termination.

2. **SERVICES.** Consultant agrees to provide the services as specified in Exhibit "A", attached hereto and incorporated herein by reference (the "Services").
3. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the Services as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform the Services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person(s) immediately upon receiving such notice from City. Consultant shall not utilize any person who is otherwise employed by City to perform Services pursuant to this Agreement.
4. **PERFORMANCE BY CONSULTANT.** In providing the Services, Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy.
5. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's of the Services. Consultant shall diligently and timely pursue and complete the performance of the Services. City, in its sole discretion, may extend the time for performance of any service.
6. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the City Manager or his designee (the "Director"). Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Director. Consultant shall have 10 business days from receipt of the notification to cure the deficiency to the reasonable satisfaction of the Director. All costs for corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Director determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified above.
7. **COMPENSATION.** City shall compensate Consultant for the Services at the rates specified in Exhibit "B", attached hereto and incorporated by reference herein. Payment by City to Consultant shall be made upon receipt and approval of invoices

for the rendering of the Services. In order for payment to be made, an invoice must include an itemization as to the Services rendered, date(s) of service, direct and/or subcontract costs, and shall be submitted on an official letterhead or invoice showing Consultant's name, address and telephone number. Consultant shall invoice only for work performed and/or time expended on specifically authorized tasks. City shall review the invoices to determine whether services performed and documents submitted are consistent with the provisions of this Agreement. Payment shall be made within 30 days following receipt of an invoice, or City shall provide Consultant with a written statement showing objections to charges and reasons therefor. Payment by City pursuant to this Agreement shall not be deemed a waiver of any defects, even if such defects were known to City at the time of payment.

8. **OFFICE SPACE.** Consultant shall be entitled to keep and use office space within City Hall, to and including December 31, 2011. Thereafter, Consultant will not be provided with such office space at City Hall, but, if necessary, may be provided with a temporary desk or work station, if available.
9. **NON-LIABILITY OF CITY AND CDC.** No official, employee, agent or volunteer of City or CDC shall be personally liable for any default or liability pursuant to this Agreement.
10. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed or received by Consultant shall, for purposes of ownership including copyright laws, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of such items on demand, and upon termination or expiration of this Agreement.
11. **WAIVER.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
12. **INDEPENDENT CONTRACTOR.** Consultant (including Consultant's employees and agents) is and shall at all times remain as to City and independent contractor, and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have any control over the conduct of Consultant except as expressly provided herein. Consultant shall not at any time or in any manner represent that it or any of its personnel are in any manner employees of City, nor that it is an agent of the City without the prior approval of the Director.

- 13. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
- 14. CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance thereof in the performance of the Services. If required, Consultant shall comply with City's Conflict of Interest reporting requirements.
- 15. EMPLOYMENT OF ALIENS.** Consultant shall comply fully with all laws regarding the employment of aliens, and hereby warrants that all of its personnel performing the Services meet the citizenship or alien requirements contained in all applicable laws and regulations.
- 16. NON-DISCRIMINATION.** Consultant hereby covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in any activities pertaining to this Agreement.
- 17. FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control of and without the fault or negligence of Consultant.
- 18. ASSIGNMENT.** Consultant shall not assign or subcontract any of the Services, nor any part thereof, without the prior written consent of City, which consent shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
- 19. NOTICES.** Whenever it shall be necessary for either party to serve notice on the other party respecting this Agreement, such notice shall be in writing and shall be either delivered personally given by first-class mail, postage prepaid, addressed to the party to be notified as follows:

To City: City of Santa Fe Springs
 11710 Telegraph Road
 Santa Fe Springs, CA 90670
 Attn.: City Manager

To Consultant: Lazzaretto & Associates
 P. O. Box 3073
 Burbank, CA 91508-3073

Notices shall be deemed to have been served on the date of personal delivery or on three working days after the same has been deposited in the United States Mail.

20. PUBLIC RECORD. This Agreement is a public record of City.

21. MAINTENANCE OF RECORDS. Consultant shall maintain the following records for a minimum of three years from the completion date of the Services: (a) All accounts and records, including personal, property and financial, adequate to identify and account for all cost pertaining to this Agreement and to demonstrate proper accounting for all funds; (b) records which establish that Consultant and all subcontractors who render Services are in full compliance with the requirements of this Agreement and will all federal, state and local laws and regulations; and (c) any additional records deemed necessary by City show verification of full compliance with the provisions of this Agreement. Such records shall be made available to City or its designee upon request for audit.

22. BINDING EFFECT. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

23. GOVERNING LAW. This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced pertaining to this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.

24. SECTION HEADINGS. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

25. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

26. ATTORNEYS' FEES. In the event that legal action is commenced to enforce any of the provisions of this Agreement or to declare the rights of the parties hereunder, the prevailing party in such legal action shall be entitled to recover reasonable attorneys' fees and litigation costs from the opposing party.

27. PREPARATION OF AGREEMENT. Should interpretation of this Agreement or any part thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and this Agreement shall not be interpreted against either party on the ground that one party prepared this Agreement or caused it to be prepared.

28. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding and shall continue in full force and effect.

29. ENTIRE AGREEMENT. This Agreement contains the entire understanding between City and Consultant. Any and all prior agreements, promises, negotiations or representations between the parties shall be of no further force and effect, effective as of July 1, 2011. Subsequent modifications to this Agreement shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement, below, as of the date first set forth above.

CITY OF SANTA FE SPRINGS

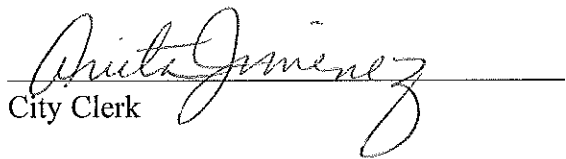


Mayor

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS

Chairman

Attest:



City Clerk

Approved as to form.



City/CDC Attorney

CONSULTANT

(by)

EXHIBIT A
SCOPE OF SERVICES

City may engage Consultant to provide Services either on a lump sum (per project) basis, or on a time basis (time expended at the rates set forth in Exhibit "B").

Any lump sum project with a cost of \$25,000 or greater must be approved by the City Council or the Community Development Commission.

The City Manager is authorized to approve lump sum projects with a cost of less than \$25,000, with a maximum aggregate value of \$150,000.



City of Santa Fe Springs

City Council Meeting

June 23, 2011

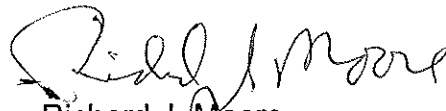
CONFERENCE AND MEETING REPORT

Councilmember Moore's Attendance at the 2011 International Council of Shopping Centers (ICSC) Conference

RECOMMENDATION

That the City Council receive and file the report.

Councilmember Moore attended the 2011 International Council of Shopping Centers (ICSC) Conference in Las Vegas, Nevada, May 21-25. Councilmember Moore gave an oral report at the City Council meeting of May 26 in which he thanked the City for sending him to the conference and Paul Ashworth for providing him with useful presentation materials.


Richard J. Moore
Councilmember



City of Santa Fe Springs

City Council Meeting

June 23, 2011

CONFERENCE AND MEETING REPORT

Councilmember Trujillo's Attendance at the League of California Cities' Legislative Action Days 2011

RECOMMENDATION

That the City Council receive and file the report.

Councilmember Trujillo attended the League of California Cities' Legislative Action Days 2011 in Sacramento, California, May 18 – 19. The conference focused on current budget issues and strategies, pending legislation, and legislative redistricting.

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

Juanita Trujillo
Councilmember



City of Santa Fe Springs

City Council Meeting

June 23, 2011

CONSENT CALENDAR

Receive and File the Annual Special Tax Levy Report for Community Facilities District No. 2009-1 (Villages at Heritage Springs) for Fiscal Year 2010-11

RECOMMENDATION

Receive and file the Special Tax Levy Annual Report for Community Facilities District 2009-1 for Fiscal Year 2010-11.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires that an annual special tax levy report be prepared for each Community Facilities District (CFD). This report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services taxes are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

INFRASTRUCTURE IMPACT

Maintenance costs associated with the new infrastructure in the boundaries of the CFD will be funded by the CFD.

Thaddeus McCormack
City Manager

Attachment:

Special Tax Levy Annual Report for CFD 2009-1 for Fiscal Year 2010-11



City of Santa Fe Springs

City Council Meeting

June 23, 2011

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. Approve the carry over of 5310-4800 funds (\$124,000) from FY-10/11 to FY-11/12 budget;
3. Accept the bids for the Improvement of Pioneer Boulevard North of Los Nietos Road; and
4. 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
Excel Paving Company	\$ 156,438.34
Tyner Paving Company	\$ 157,821.20
EBS General Eng., Inc.	\$ 158,158.00
United Paving	\$ 170,028.57
All American Asphalt	\$ 172,000.00
Shawnan	\$ 191,212.32

Report Submitted By:

Don Jensen, Director
Department of Public Works

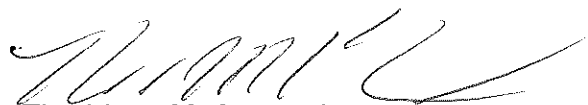
Date of Report: June 15, 2011

The Department of Public Works has reviewed the bids and has determined the low bid submitted by R.J. Noble to be satisfactory. 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.

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.

FISCAL IMPACT

Since this project will not begin until the next fiscal year, staff requests that the funds from 5310-4800 (\$124,000) FY-10/11 be carried over to FY-11/12. This will allow for sufficient funding to complete this project.



Thaddeus McCormack
City Manager

Attachment(s):
None.



City of Santa Fe Springs

City Council Meeting

June 23, 2011

PUBLIC HEARING

Resolution No. 9329 – Adoption of the 2010 – 2014 Urban Water Management Plan

RECOMMENDATION

That the City Council take the following actions:

1. Conduct a Public Hearing on the 2010-2014 Urban Water Management Plan for the City of Santa Fe Springs; and
2. Adopt Resolution No. 9329 approving the Plan and authorizing the Director of Public Works to submit the Plan to the State Department of Water Resources.

BACKGROUND

The Urban Water Management Planning Act (AB 797) was originally adopted by the Legislature in 1983. The Act requires water purveyors that have at least 3,000 customers or produce over 3,000 acre-feet per year to develop and adopt an Urban Water Management Plan (UWMP) every five years. The City of Santa Fe Springs has almost 6,000 customers and produces about 7,000 acre-feet of water each year. Therefore, the City of Santa Fe Springs is subject to AB 797.

The current UWMP for the City of Santa Fe Springs, covering the period from 2005 through 2010 was approved by the City Council in June 2006. In order to remain in compliance with AB 797, an updated UWMP covering the period from 2010 through 2014 needs to be approved by June 30, 2011.

Using guidelines established by the State Department of Water Resources, staff has developed an updated Urban Water Management Plan for Council consideration and adoption. Additionally, AB 797 requires the City to hold a Public Hearing on the Plan to receive public comment before it can be adopted. A Notice of Public Hearing was published in the Whittier Daily News on June 12, 2011 and copies of the Plan were made available for public review at the City Library, City Hall, Municipal Services Yard and the Chamber of Commerce. Following the close of the Public Hearing, staff is requesting that the City Council adopt Resolution No. 9329 approving the Plan and authorizing the Director of Public Works to submit the Plan to the State.

OVERVIEW OF THE PLAN

The Water Conservation Bill of 2009 (SBX7-7) added significant required elements which must be incorporated into the City's Plan. The most significant new requirement is that water purveyors are now required to reduce their per-capita water consumption by 20 percent by the year 2020. This requirement was added to ensure that water purveyors take into consideration the relationship between long-range water supply and demand planning and changes in local land use and growth.

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: June 15, 2011

Steps taken by the City during the last 20 years to reduce potable water consumption have proven beneficial with respect to the UWMP requirements. This includes construction of a recycled water distribution system, purchase of water rights to help reduce the purchase of import supplies, and on-going efforts by water users within the community to reduce their water consumption.

The 2010-2014 Urban Water Management Plan reflects the following:

1. Changes in population and land use that have occurred over the past five years as well as projections for the future, which could affect water demand.
2. Historical water use by water source (i.e. groundwater, import water and recycled water supplies) and water customer type.
3. Future water supply and demand projections for the next 20 years based on the 2015 and 2020 per capita water use targets.
4. Worst case water supply loss for up to a 50 percent loss in supply.
5. Water conservation efforts that have been or could be implemented, including water audits, installation of water saving devices and public information programs.
6. The potential for recycled water system expansion.
7. The City's adopted water shortage contingency plan, which includes the City's water use prohibitions, water conservation planning by businesses and water conservation rate structure.

As stated above, SBX7-7 requires water purveyors to establish water consumption targets based on per capita water use for the years 2015 and 2020. The first step in establishing those targets is to determine what the "Baseline Average" is for the City. Based on the City's water use between FY 2001/2002 and FY 2010/2011, staff has calculated the City's Baseline per-capita water use to be 332 gallons per-person per day. In order to comply with the mandated 20 percent reduction, the City's per capita water usage will need to be reduced to 266 gallons per day by year 2020, with an interim target of 289 gallons per day by year 2015.

Since 2001, the City's water consumption has decreased significantly. Water usage peaked in 2002 at 378 gallons per day, and dropped to all time low of 278 gallons per day per capita in 2009. The 2010 per capita water use was 281 gallons per day.

REVISIONS TO THE DRAFT PLAN

On June 6, 2011, the City Council was provided with an opportunity to comment on the draft Plan. Attachment 2 describes the revisions that have been made to the Plan to address comments and concerns of the City Council. Additionally, the City Council also asked about the top twenty-five (25) Water Consumers and potential locations for recycled water expansion. This information is provided in Attachments 3 and 4, respectively.

SUMMARY

The 2010-2014 Urban Water Management Plan Update will serve as a planning guideline for the City's water utility for the next five years. It establishes a baseline for the City of Santa Fe Springs at 332 gallons per-capita per day, a 2015 target of 289 gallons per-capita per day and a 2020 target of 266 gallons per-capita per day. The Plan needs to be approved by June 30, 2011 and submitted to the Department of Water Resources by July 31, 2011.

FISCAL IMPACT

The Plan includes a variety of programs and measures which the City is already using to promote water conservation, efficient water usage and to meet State requirements for the reduction of the City's per capita water usage. However, in those situations where additional funding will be needed to enhance existing programs, or to implement new programs or measures, the fiscal impact will be determined and presented to the City Council for consideration at that time.

INFRASTRUCTURE IMPACT

Adoption of the Plan will not have any direct impact on City infrastructure.



Thaddeus McCormack
City Manager

Attachment(s):

1. Resolution No. 9329
2. Revisions and Supplemental Information
3. Top 25 Consumer List
4. Potential Reclaimed Customers
5. 2010 – 2014 Urban Water Management Plan *(The Updated Plan, including changes described in Attachment 1, is on file with the City Clerk)*

RESOLUTION NO. 9329

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ADOPTING THE CITY OF SANTA FE SPRINGS 2010 - 2014
URBAN WATER MANAGEMENT PLAN

WHEREAS, the Urban Water Management Planning Act requires all water purveyors serving more than 3,000 customers or supplying more than 3,000 acre feet of water annually to prepare an Urban Water Management Plan every five years; and

WHEREAS, the primary purpose of the Urban Water Management Plan is to facilitate proper planning for the conservation and efficient use of water supplies; and

WHEREAS, the City of Santa Fe Springs is an urban water purveyor serving a population of approximately 18,199 residents; and

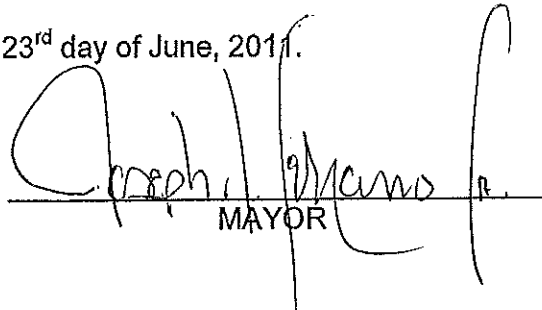
WHEREAS, the 2010 – 2014 Urban Water Management Plan for the City of Santa Fe Springs must be adopted before July 1, 2011 after public review and a public hearing, and filed with the State of California Department of Water Resources within thirty days of adoption; and

WHEREAS, an updated Plan was developed and was made available for public review on June 2, 2011;

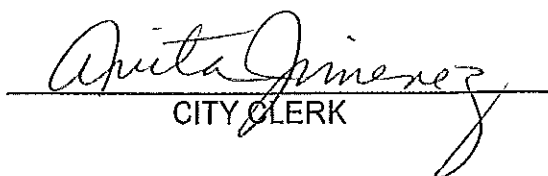
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1. That a Public Hearing was held on June 23, 2011 to receive public comment and testimony as required by the Urban Water Management Planning Act.
- SECTION 2. The 2010 – 2014 Urban Water Management Plan for the City of Santa Fe Springs is hereby adopted
- SECTION 3. The Director of Public Works is hereby authorized and directed to file the same Plan with the California Department of Water Resources within thirty (30) days.

APPROVED and ADOPTED this 23rd day of June, 2011.


MAYOR

ATTEST:


CITY CLERK

ATTACHMENT 2

REVISIONS & SUPPLEMENTAL INFORMATION

During the June 6, 2011 City Council meeting a number of issues were raised. Staff responses to those issues are as follows:

Top 25 Water Customers

Information was requested regarding the identity of the top 25 Water Consumers. A list of the top twenty-five (25) water-using businesses is included as Attachment 3 to the staff report. It should be noted that the City of Santa Fe Springs does not show up on the list, but is actually the No. 4 water user. The City is not on the list because it is not a single service customer.

Potential Customers for Reclaimed Water

Information was requested on potential locations for recycled water expansion. In response, please see Attachment 4 which identifies a number of locations where it might be possible to switch from potable to reclaimed water. The specific cost for conversion will depend on the proximity of the nearest pipeline. Staff will continue to explore the feasibility of converting these locations on a case-by-case basis.

Use of Synthetic Turf on City Medians

The City Council asked that staff explore the potential use of synthetic turf in City medians, facilities and parks. In response to that request, the following has been added to DMM "E" - LARGE LANDSCAPE CONSERVATION PROGRAMS, INCENTIVES AND REQUIREMENTS on Page 31 of the Plan:

"Further conservation measures may potentially include retrofitting of City green belt areas, medians, and industrial parkways with synthetic turf. Future considerations for the use of synthetic turf at residential locations will be explored over the next several years."

Contact with the Business Community

The City Council asked that staff work with the Chamber of Commerce to educate businesses about the City's Plan and to encourage water conservation and efficient water usage. In response to that request, the following has been added to DMM "I" - CONSERVATION PROGRAMS FOR COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL ACCOUNTS on Page 33 of the Plan:

"With the adopted water conservation Bill of 2009 (SBX7-7) requiring a 20% reduction of water consumption per capita by the year 2020, all businesses will be encouraged to evaluate current conservation efforts and all businesses will be encouraged to pursue greater conservation efforts over the next several years."

Notifications to City Residents and Businesses

The City Council advised staff that all notices to residents or businesses about the Urban Water Manager Plan should be bi-lingual and should be previewed and approved by the City Council prior to being distributed. Staff will bring these documents to the City Council as the need arises.

Top 25 Industrial/Production Water Users in Santa Fe Springs by Location

Name	Address	SFS acct#	Size	Monthly CCF avg from Oct 2009 to Oct 2010	Total monthly CCF avg per site (potable)	12 month total AF
1 Tri-Star Dyeing & Finish (textile dyeing)	15125 Marquardt Ave	35004153 28003003	6" 1"	11106 40	11146	307
2 Queen Division - Shaw Industries (carpet manufacturer)	15305 Valley View Ave.	35015550 35015100 35015600	4" 1.5" 1.5"	7247 95 56	7398	204
		45015200 45015000	1.5" 8"	9 3255	10662 with reclaim	294 with reclaim
3 Air Products (chemicals)	8934 Dice Rd	62005250 33018370	4" 1.5"	9935 40	9975	275
4 Safeway Beverage Department	12744 Excelsior Dr	65002690	6"	5783	5783	159
5 S.K. Dyeing & Washing Company (textile dyeing)	11217 Shoemaker Ave	67011174 67011180	1.5" 2"	2304 2213	4517	124
6 All Pure Chemical Company (chemicals)	11600 Pike St	62002492 62002480	2" 4"	26 3216	3242	89
7 KIK Southern California, Inc.	9028 Dice Rd	62005130	6"	3005	3005	83
8 G & K Services	14700 Spring Ave	35007820 35007801	3" 1.5"	2946 15	2961	82
9 Goodrich Corporation (aerospace man.)	11120 Norwalk Blvd	63003090 66003211	6" 1.5"	2566 89	2655	73
10 Heraeus Metal Processing (incorporates one large area)	15600 Resin 15601 Resin 15601 Resin 15610 Resin 15611 Resin 13409 Alondra 13429 Alondra 13429 Alondra 13433 Alondra 15524 Carmenita 15536 Carmenita 15611 Resin 13501 Alondra	27017602 27017703 65001800 27017604 65001850 65000090 65001970 65000050 65001930 65000173 65000133 65001840 27017402	1" 1" 1.5" 1" 1.5" 1" 2" 1" 1.5" 1" 1" 1.5" 1	13 13 43 0 449 48 487 41 424 18 42 626 50	2254	62
11 Bumble Bee Seafoods	13100 Arctic Circle	65002893 65002812 27005404 27005242	3" 4" 1" 1"	1341 823 18 1	2183	60
12 Rich Products (dessert bakery)	9420 Sorenson Ave	62007331 62007252 66004492	4" 1.5" 1.5"	1813 47 68	1928	53
13 Final Finish	10910 Norwalk Blvd	60004820 60004840	1" 2"	137 1594	1731	48
14 Day Lee Meats, Inc.	13055 Molette Ave	65003213	3"	1363	1363	38
15 Jon Donaire (dessert bakery)	12805 Busch Place	66004480	2"	1294	1294	35
16 Unified Western Grocers	15015 Valley View Ave	35015800 35015950	2" 2"	569 389	958	26
17 Crockett Container	9211 Norwalk Blvd	62002210	3"	880	880	25

(box manufacturer)

18 Inland Container Corp. (box manufacturer)	11211 Greenstone Ave	67008690	2"	867	867	24
19 Golden Specialty Foods	14605 Best Ave	35009501	3"	822	822	23
20 Trojan Battery	12380 Clark St	63003010 62006850	2" 2"	574 231	805	22
21 UGM Citatah	13220 Cambridge St.	67005300	3"	792	792	22
22 Smurfit Stone Container	13833 Freeway Dr.	35001301	4"	517	517	14
23 Basic Chemical	12522 Los Nietos Rd	62008410 62008450	2" 2"	260 166	426	12
24 Romero's Tortilla's	15155 Valley View	35015501	1.5"	387	387	11
25 Spicer Paper	12202 Slauson Ave	60007980 60008331	2" 2"	186 152	338	9

TOTAL AVG PER MONTH	68227 CCF	1880 AF
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Anticipated Recycled Water Opportunities in the City of Santa Fe Springs

POSSIBLE RECLAIMED WATER CONVERSIONS

Account # Address	Purpose	Meter #	Cycle	Type	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Annual Total	Monthly Avg
24014020 10068 Cedarvale Reclaim main of substantial length would need to be installed to SFS Park	SFS Park - Domestic + Irrigation	R1344283	7	potable	1940	1471	1218	1051	584	10	9	72	403	1046	1231	1192	10207	881
67008730 11330 Greenstone Reclaim water main in street - would need to install service/meter	Fire Station - Domestic + Irrigation	S340086	16	potable	170	199	165	97	109	90	189	111	136	172	149	168	1755	146
29002740 N/E Cor Pacific/Norwalk Median	Median	164867133	2	potable	7	8	5	5	23	3	0	0	4	4	12	8	79	7
29002750 S/E Cor Pike/Norwalk Median	Median	164620986	2	potable	13	18	7	16	6	9	0	0	0	28	22	9	128	11
Reclaim water main in street - would need to install service/meter																		
62000630 5107 W/O Bloomfield on Tel Reclaim water main in street - would need to install service/s & meter/s	Median	39621	2	potable	70	51	71	27	71	43	0	0	0	18	47	54	452	38
5022460 9246 Pioneer Irrigation	Irrigation	162550388	3	potable	17	22	17	21	23	1	1	2	6	2	14	11	137	11
5022480 9226 Pioneer Irrigation	Irrigation	164867137	3	potable	34	168	31	55	7	0	0	9	15	3	56	38	416	35
5022500 9214 Pioneer Irrigation	Irrigation	165023001	3	potable	18	32	20	8	2	1	0	3	5	4	21	14	128	11
5022520 9124 Pioneer Irrigation	Irrigation	P1027390	3	potable	6	6	4	7	6	0	1	0	1	0	6	5	42	4
5022540 9106 Pioneer Irrigation	Irrigation	165022989	3	potable	57	50	17	62	48	2	0	8	13	2	53	34	346	29
5022560 9034 Pioneer Irrigation	Irrigation	165023004	3	potable	49	61	28	70	30	3	2	4	6	4	35	19	311	26
5022580 9000 Pioneer Irrigation	Irrigation	P80768174	3	potable	8	9	14	1	9	1	0	1	1	2	2	2	50	4
5022600 9039 Pioneer Irrigation	Irrigation	PX0625653	3	potable	49	49	33	49	58	52	3	30	21	43	0	76	463	39
5023180 9255 Pioneer Reclaim main would need to be installed from Chaffersworth north along Pioneer	Neighborhood Center & Irrigation	S340105	3	potable	452	519	239	705	360	103	60	125	168	235	425	422	3973	331
7015610 9720 Pioneer Reclaim existing but not used due to environmental issues	Jersey Fields - Irrigation	R03667362	4	potable	1059	1404	2761	0	529	18	19	86	204	866	891	1181	9018	752
2002320 10528 Pioneer Reclaim water main in street - would need to install service/meter	median - south of clerkman	P2532093	8	potable	175	92	96	303	860	0	0	60	48	119	124	103	1980	165



City of Santa Fe Springs

City Council Meeting

June 23, 2011

NEW BUSINESS

Resolution No. 9327-Adoption of Annual Appropriation (GANN) Limit for FY 2011-12

RECOMMENDATION

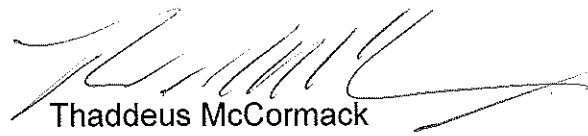
That the City Council adopt Resolution No. 9327 setting the appropriation limit for Fiscal Year 2011-12 (roll call vote required).

BACKGROUND

As required by Article XIII B of the State Constitution, the City Council annually revises the appropriation limit for each upcoming fiscal year. The limit establishes the maximum amount of taxes the City is allowed to collect and appropriate. We recently received information regarding the various factors that we may use to adjust the appropriations limit for Fiscal Year 2011-12.

The limit is adjusted each year based on two categories of adjustments, changes in (1) cost of living and (2) population. Within each adjustment category there are two factors from which the City can choose in calculating the new limit. For the cost of living adjustment, the law allows a choice between the increase in California per capita income (2.51%), or the percentage change in the local assessment roll due to the addition of non-residential new construction (-12.35%). For the population growth adjustment, the law allows a choice between the Los Angeles County population increase (0.38%), or the City of Santa Fe Springs' own population growth (1.64%).

Using the most advantageous factors above, the City's appropriation limit for Fiscal Year 2011-2012 is calculated to be \$750,991,718. The City's Fiscal Year 2011-12 budget subject to this limit is calculated at \$27,136,000. The appropriation limit calculation and appropriations subject to the limit is detailed in Exhibit A of Resolution No. 9327.


Thaddeus McCormack
City Manager

Attachment(s)

Resolution No. 9327 (including Exhibit A)

Adjustment factors information from State of California

RESOLUTION NO. 9327

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR THE FISCAL YEAR 2011-12

WHEREAS, the City Council must annually adjust the appropriation limit based on either the change in the California per capita personal income or the percentage change in local assessment roll from the preceding year due to the addition of local non-residential construction in the City and either the City's own population growth or the population growth of the entire county; and

WHEREAS, the decision as to which of the options to select must be done by a recorded vote of the City Council;

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

Section 1: In calculating the appropriation limit, the City has utilized the change in California per capita personal income of 2.51%.

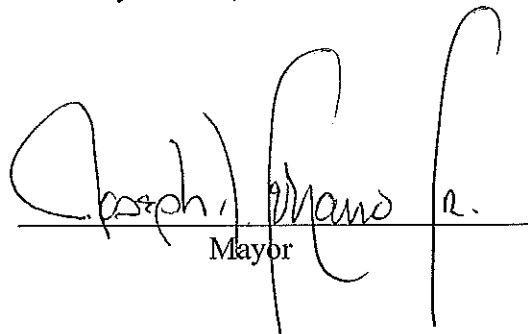
Section 2: In calculating the appropriation limit, the City has utilized the population growth factor for the City of Santa Fe Springs from January 1, 2010 to January 1, 2011 of 1.64%.

Section 3: The appropriation limit for Fiscal Year 2011-12 is \$750,991,718 as calculated on Exhibit "A" attached hereto.

Section 4: The City reserves the right to change or revise any growth factors associated with the calculation of the appropriation limit in the present or future.

Section 5: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 23rd day of June, 2011.



Mayor

ATTEST:



Deputy City Clerk

May 2011

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, Section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2011, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2011-2012. Enclosure I provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2011-2012 appropriations limit. Enclosure II provides city and unincorporated county population percentage changes, and Enclosure IIA provides county's and incorporated area's summed population percentage changes. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code, Section 2228 for further information regarding the appropriation limit. You can access the Code from the following website: "<http://www.leginfo.ca.gov/calaw.html>" check box: "Revenue and Taxation Code" and enter 2228 for the search term to learn more about the various population change factors available to special districts to calculate their appropriations limit. Article XIII B, Section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. Consult the following website: "http://www.leginfo.ca.gov/const/article_13B" for additional information. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No State agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. The Federal 2010 Census population counts for cities and counties have been certified to the State Controller's Office. Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2011.**

Please Note: The population estimates provided in this report incorporate 2010 Census numbers as benchmarks. Therefore, the population estimates for 2010 and 2011 published in this report for your jurisdiction may be noticeably different from the previous year estimates.

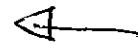
If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

May 2011

Enclosure I

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost-of-living factor to compute their appropriation limit by a vote of their governing body. The cost-of-living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the 2011-2012 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2011-2012	2.51



- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2011-2012 appropriation limit.

2011-2012:

Per Capita Cost of Living Change = 2.51 percent
 Population Change = 0.77 percent

Per Capita Cost of Living converted to a ratio: $\frac{2.51 + 100}{100} = 1.0251$

Population converted to a ratio: $\frac{0.77 + 100}{100} = 1.0077$

Calculation of factor for FY 2011-2012: $1.0251 \times 1.0077 = 1.0330$

Enclosure II
Annual Percent Change in Population Minus Exclusions
January 1, 2010 to January 1, 2011 and Total Population, January 1, 2011

County	Percent Change	--- Population Minus Exclusions ---		Total
City	2010-2011	1-1-10	1-1-11	Population 1-1-2011
Los Angeles				
Agoura Hills	0.25	20,342	20,393	20,393
Alhambra	0.38	83,138	83,450	83,450
Arcadia	0.25	56,405	56,548	56,548
Artesia	0.39	16,514	16,579	16,579
Avalon	1.07	3,731	3,771	3,771
Azusa	0.02	46,391	46,399	46,399
Baldwin Park	0.30	75,437	75,664	75,664
Bell	0.21	35,503	35,577	35,577
Bellflower	0.24	76,657	76,840	76,840
Bell Gardens	0.20	42,103	42,188	42,188
Beverly Hills	0.23	34,132	34,210	34,210
Bradbury	1.44	1,044	1,059	1,059
Burbank	0.88	103,396	104,304	104,304
Calabasas	0.27	23,072	23,134	23,134
Carson	-0.25	91,781	91,548	91,548
Cerritos	0.21	49,077	49,181	49,181
Claremont	0.31	34,946	35,053	35,053
Commerce	0.21	12,832	12,859	12,859
Compton	0.41	96,526	96,925	96,925
Covina	0.21	47,831	47,931	47,931
Cudahy	0.21	23,823	23,874	23,874
Culver City	0.16	38,911	38,973	38,973
Diamond Bar	0.33	55,585	55,766	55,766
Downey	0.23	111,850	112,103	112,103
Duarte	0.22	21,333	21,380	21,380
El Monte	0.21	113,550	113,785	113,785
El Segundo	0.26	16,664	16,708	16,708
Gardena	0.23	58,872	59,009	59,009
Glendale	0.34	191,823	192,473	192,473
Glendora	0.30	50,109	50,260	50,260
Hawaiian Gardens	0.18	14,264	14,290	14,290
Hawthorne	0.62	84,335	84,854	84,854
Hermosa Beach	0.24	19,510	19,557	19,557
Hidden Hills	0.70	1,857	1,870	1,870
Huntington Park	0.21	58,157	58,280	58,280
Industry	-6.04	480	451	451
Inglewood	0.25	109,753	110,028	110,028
Irwindale	0.21	1,423	1,426	1,426
La Canada Flintridge	0.20	20,261	20,301	20,301

(*) Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Enclosure II
Annual Percent Change in Population Minus Exclusions
January 1, 2010 to January 1, 2011 and Total Population, January 1, 2011

County City	Percent Change 2010-2011	--- Population Minus Exclusions ---		Total Population
		1-1-10	1-1-11	1-1-2011
La Habra Heights	0.21	5,329	5,340	5,340
Lakewood	0.19	80,107	80,260	80,260
La Mirada	0.20	48,561	48,659	48,659
Lancaster	0.86	151,980	153,293	157,795
La Puente	0.21	39,845	39,930	39,930
La Verne	0.22	31,085	31,153	31,153
Lawndale	0.20	32,793	32,860	32,860
Lomita	0.24	20,271	20,319	20,319
Long Beach	0.28	462,521	463,837	463,894
Los Angeles	0.45	3,788,839	3,805,881	3,810,129
Lynwood	0.21	69,822	69,970	69,970
Malibu	0.25	12,652	12,683	12,683
Manhattan Beach	0.19	35,182	35,248	35,248
Maywood	0.26	27,411	27,481	27,481
Monrovia	0.19	36,617	36,686	36,686
Montebello	0.49	62,486	62,792	62,792
Monterey Park	0.20	60,316	60,435	60,435
Norwalk	0.24	104,749	104,996	105,808
Palmdale	0.41	152,714	153,334	153,334
Palos Verdes Estates	0.28	13,443	13,480	13,480
Paramount	0.27	54,108	54,252	54,252
Pasadena	1.57	136,769	138,915	138,915
Pico Rivera	0.21	62,988	63,121	63,121
Pomona	0.08	148,768	148,890	149,243
Rancho Palos Verdes	0.23	41,670	41,766	41,766
Redondo Beach	0.25	66,804	66,970	66,970
Rolling Hills	0.38	1,861	1,868	1,868
Rolling Hills Estates	0.25	8,073	8,093	8,093
Rosemead	0.40	53,817	54,034	54,034
San Dimas	0.22	33,392	33,465	33,465
San Fernando	0.21	23,662	23,712	23,712
San Gabriel	0.22	39,750	39,839	39,839
San Marino	0.21	13,157	13,185	13,185
Santa Clarita	0.35	176,356	176,971	176,971
Santa Fe Springs	1.64	16,184	16,450	16,450
Santa Monica	0.66	89,583	90,174	90,174
Sierra Madre	0.21	10,925	10,948	10,948
Signal Hill	0.45	11,022	11,072	11,072
South El Monte	0.21	20,131	20,174	20,174
South Gate	0.24	94,442	94,666	94,666
South Pasadena	0.20	25,640	25,692	25,692

(*) Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Enclosure II
Annual Percent Change in Population Minus Exclusions
January 1, 2010 to January 1, 2011 and Total Population, January 1, 2011

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2010-2011	1-1-10	1-1-11	1-1-2011
Temple City	0.28	35,575	35,673	35,673
Torrance	0.27	145,529	145,927	145,927
Vernon	0.00	112	112	112
Walnut	0.92	29,170	29,439	29,439
West Covina	0.21	106,179	106,400	106,400
West Hollywood	0.62	34,423	34,636	34,636
Westlake Village	0.22	8,276	8,294	8,294
Whittier	0.20	85,401	85,573	85,573
Unincorporated	0.28	1,057,482	1,060,493	1,061,068
County Total	0.38	9,811,390	9,848,442	9,858,989

(*) Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



City of Santa Fe Springs

City Council Meeting

June 23, 2011

NEW BUSINESS

Resolution No. 9328 – Adoption of Fund Balance Policy in Accordance with Governmental Accounting Standards Board (GASB) Statement No. 54

RECOMMENDATION

That the City Council adopt Resolution No. 9328 establishing a Fund Balance Policy in accordance with the requirements of GASB Statement No. 54.

BACKGROUND

The Governmental Accounting Standards Board (GASB) is the recognized body for setting governmental accounting and reporting standards. Recently it issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The requirements of this statement are intended to improve financial reporting by providing fund balance categories and classifications that will be more easily understood. The categories are more clearly defined to make the nature and extent of the constraints placed on a government's fund balance more transparent.

Fund Balance Classifications

In the past, fund balances have been classified into three separate components: Reserved, Designated and Undesignated. GASB Statement No. 54 defines five new components of fund balance that will replace the current existing three components. The five new components are:

- Non-spendable Fund Balance – resources that cannot be spent
- Restricted Fund Balance – resources that have constraints
- Committed Fund Balance – resources that can only be used for specific purposes and formal action by the Council is required
- Assigned Fund Balance – resources constrained by an intent to be used for a specific purpose
- Unassigned Fund Balance – remaining resources

Committed Fund Balance

GASB Statement No. 54 allows portions of fund balance to be classified as "committed" to a specific purpose upon formal action by the City Council. Given the City Council's previous formal actions, the Fund Balance Policy creates the following commitments of fund balance:



City of Santa Fe Springs

City Council Meeting

June 23, 2011

- Equipment Replacement (\$340,270 at June 30, 2010) – The balance in the Equipment Replacement Fund shall be reported as part of the General Fund and be committed for future equipment repairs and replacements.
- Capital Projects (\$1,115,048 at June 30, 2010) – The balance of funds intended for specific capital improvement projects which have been authorized by the City Council but not completed by fiscal year-end shall be considered committed for this purpose.

Assigned Fund Balance

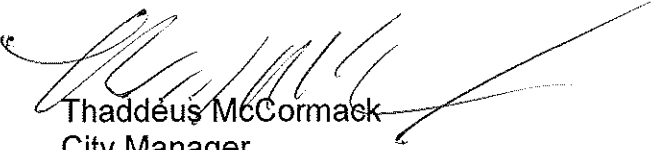
GASB Statement No. 54 allows portions of fund balance to be classified as "assigned" to indicate the City's intended use of resources. City Council action is not required to create assigned fund balance, however, the City Council may appoint a City official with the authority to assign unrestricted fund balance to a specific purpose. No formal action is required to change assigned fund balances. The recommended Fund Balance Policy delegates to the Director of Finance and Administrative Services the authority to assign unrestricted fund balance. There are no current funds recommended to be assigned.

Reserve Policy

City Staff are currently working to develop a formal reserve policy for approval by the City Council. Any such policy will be developed within the reporting and classification parameters of GASB Statement No. 54.

FISCAL IMPACT

There is no fiscal impact of implementing GASB Statement No. 54 or adopting the Fund Balance Policy. The reported fund balance amounts in each fund are not altered, only the categorization and reporting of the individual components that make up the total fund balance are affected.


Thaddeus McCormack
City Manager

Attachment(s)

Resolution No. 9328 (including Exhibit A)

Schedules of June 30, 2010 Fund Balances Pre- and Post-GASB 54

RESOLUTION NO. 9328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPTING A FUND BALANCE POLICY IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS The City Council desires to classify the various components of fund balance reported by the City Council as defined in Governmental Accounting Standards Board Statement No. 54.

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

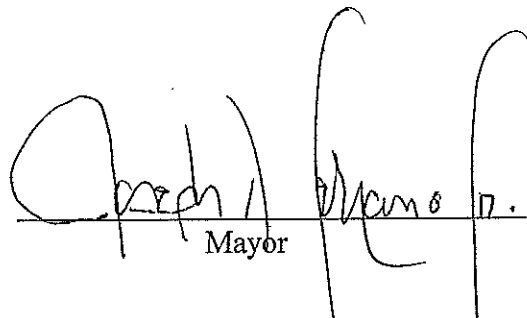
Section 1: The City Council of the City of Santa Fe Springs approves and defines the various components of fund balance as reported by the City Council as presented on Exhibit A to this resolution.

Section 2: The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year.

Section 3: The City Council approves committed fund balance categories for equipment replacement and capital projects as presented on Exhibit A to this resolution.

Section 4: The City Council designates the Director of Finance and Administrative Services as the official to determine and define the amounts of those components of fund balance that are classified as assigned fund balance, and to exercise his/her discretion as to the application of the expenditures to either assigned or unassigned fund balance.

PASSED, APPROVED and ADOPTED this 23rd day of June, 2011.


Mayor

ATTEST:


Deputy City Clerk

III. POLICY

1. The City Council establishes the following committed fund balances:

Equipment Replacement – The balance in the Equipment Replacement Fund shall be reported as part of the General Fund and be committed for future equipment repairs and replacements.

Capital Projects – The balance of specific capital improvement projects which have been authorized by the City Council but not completed by fiscal year-end shall be considered committed for this purpose.

2. When expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) fund balances are available, the City's policy is to first apply restricted fund balance. When expenditures are incurred for purposes for which committed, assigned or unassigned fund balances are available, the City's policy is to first apply committed fund balance. It is at the discretion of the Council's designee to then apply the remaining expenditures to assigned or unassigned fund balance.
3. This policy delegates to the Director of Finance and Administrative Services the authority to assign unrestricted fund balance amounts where the City's intent is for those amounts to be used for specific purposes. This delegation of authority is for the sole purpose of reporting these amounts in the annual financial statements.

This policy has been prepared in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54. No other policy or procedure supersedes the authority and provisions of this policy.

City of Santa Fe Springs
Fund Balance Analysis
GASB 54 Implementation

PRE-GASB 54 FUND BALANCE PRESENTATION AT 6/30/10						
	General	CDC Debt Service	CDC Capital Projects	Washington Blvd. Debt Service	Other Governmental	Total Governmental
Reserved for:						
Inventory of materials and supplies	818,022	-	-	-	-	818,022
Debt service	-	23,121,244	-	-	-	23,121,244
Land held for resale	-	-	11,420,831	-	-	11,420,831
Long-term loans and notes receivable	134,480	-	2,507,444	-	-	2,641,924
Loan guarantee	1,167,317	-	-	-	-	1,167,317
Advances to other funds	12,752,263	-	13,091,737	-	-	25,844,000
Deposits and other assets	917,152	-	3,352,000	-	-	4,269,152
Other	-	-	-	-	18,900	18,900
Total Reserved	15,789,234	23,121,244	30,372,012	-	18,900	69,301,390
Unreserved:						
Designated for:						
Subsequent years expenditures	1,115,048	-	19,608,071	-	-	20,723,119
Waste management	350,581	-	-	-	-	350,581
Contingencies	6,355,456	-	-	-	-	6,355,456
Total Designated	7,821,085	-	19,608,071	-	-	27,429,156
Undesignated	-	-	2,921,642	(1,954,284)	1,526,023	2,493,381
Total Unreserved	7,821,085	-	22,529,713	(1,954,284)	1,526,023	29,922,537
Total Fund Balances	\$ 23,610,319	\$ 23,121,244	\$ 52,901,725	\$ (1,954,284)	\$ 1,544,923	\$ 99,223,927

City of Santa Fe Springs
Fund Balance Analysis
GASB 54 Implementation

POST-GASB 54 FUND BALANCE PRESENTATION AT 6/30/10						
	General	CDC Debt Service	CDC Capital Projects	Washington Blvd. Debt Service	Other Governmental	Total Governmental
Nonspendable:						
Inventory of materials and supplies	818,022	-	-	-	-	818,022
Land held for resale	-	-	11,420,831	-	-	11,420,831
Long-term loans and notes receivable	134,480	-	2,507,444	-	-	2,641,924
Loan guarantee	1,167,317	-	-	-	-	1,167,317
Advances to other funds	12,752,263	-	13,091,737	-	-	25,844,000
Deposits and other assets	917,152	-	3,352,000	-	-	4,269,152
Total Nonspendable	15,789,234	-	30,372,012	-	-	46,161,246
Restricted:						
Debt service	-	23,121,244	-	-	-	23,121,244
Redevelopment Activities	-	-	22,529,713	-	-	22,529,713
Waste management	350,581	-	-	-	-	350,581
CUPA	122,365	-	-	-	-	122,365
Traffic Congestion Relief	-	-	-	-	192,021	192,021
Art in Public Places	-	-	-	-	1,065,836	1,065,836
Public Safety	-	-	-	-	136,738	136,738
Public Works	-	-	-	-	165,433	165,433
Total Reserved	472,946	23,121,244	22,529,713	-	1,560,028	47,683,931
Committed:						
Capital Projects	1,115,048	-	-	-	21,671	1,136,719
Equipment Replacement	340,270	-	-	-	-	340,270
Total Committed	1,455,318	-	-	-	21,671	1,476,989
Unassigned	5,892,821	-	-	(1,954,284)	(36,776)	3,901,761
Total Fund Balances	\$ 23,610,319	\$ 23,121,244	\$ 52,901,725	\$ (1,954,284)	\$ 1,544,923	\$ 99,223,927



City of Santa Fe Springs

City Council Meeting

June 23, 2011

NEW BUSINESS

Authorize Write-off of Certain Invoices Deemed Non-collectible

RECOMMENDATION

That the City Council authorize the Director of Finance and Administrative Services to write-off 20 invoices in the amount of \$75,908.07 deemed non-collectible.

BACKGROUND

In accordance with sound accounting practices, periodically it is necessary to bring to your attention a number of invoices that we have pursued and determined are not likely to be paid. Our independent auditors also review our accounts receivables to verify that they are likely to be collected.

Our accounting policies and procedures require that non-collectible invoices be handled differently according to the dollar amount. For invoices greater than \$750, they must be formally "written-off" by the City Council. A more informal process is in place for invoices between \$251 and \$750, allowing the City Manager and City Attorney to jointly "write-off" those invoices. Lastly, the Director of Finance and Administrative Services may "write-off" invoices up to \$250.

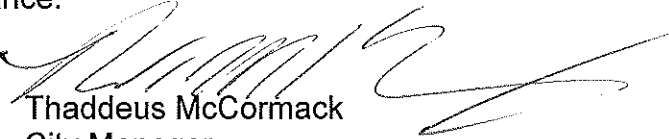
Specifically, there are 20 invoices totaling \$75,908.07 that require action. Please see attached listing. Each was issued to a party responsible for damages inflicted on City property, usually resulting from a traffic accident. Although we are recommending formally "writing-off" the invoices, we will still be pursuing our billing efforts through an outside collections agency.

There were twenty-five additional invoices totaling \$3,521.90 which were under \$250 each and approved for "write-off" by the Director of Finance and Administrative Services. There were also seventeen invoices totaling \$6,104.93 which were between \$250 to \$750 each and approved for "write-off" by the City Manager and City Attorney.

We are also reviewing the overall policies and procedures for identifying and collecting these accounts and expect to come back to the City Council with recommended changes to the current policies and procedures in conjunction with a review of other City policies.

FISCAL IMPACT

There is no negative impact on our fund balance.


Thaddeus McCormack
City Manager

Attachment(s)

Listing of "write off" invoices

CITY OF SANTA FE SPRINGS
WRITE-OFF INVOICES - GREATER THAN \$750
JUNE 2011

	Name	Type of Invoice	SFS Resident?	Date of Incident	Original Amount	Outstanding Amount
1.	Andy Willhite	Damage to City Property	N	4/5/09	\$ 22,950.65	\$ 22,950.65
2.	Robert Sarmiento	Damage to City Property	N	8/30/08	7,009.12	7,009.12
3.	John C Borda	Damage to City Property	N	11/30/06	6,982.65	6,982.65
4.	Michelson & Campbell	Damage to City Property	N	8/21/02	4,966.70	4,966.70
5.	Maria N Ambriz-Gonzalez	Damage to City Property	N	7/26/09	4,703.96	4,703.96
6.	Yadira Reyes	Damage to City Property	N	10/17/03	4,511.75	4,511.75
7.	Adalberto Lomeli	Damage to City Property	N	9/23/07	2,851.56	2,851.56
8.	Denise C Montano	Damage to City Property	N	4/27/08	2,570.39	2,570.39
9.	Virginia A Maldonado	Damage to City Property	N	1/22/04	2,439.63	2,439.63
10.	Anthony R Lopez	Damage to City Property	N	9/12/07	2,393.90	2,393.90
11.	Lance C Hargrave	Damage to City Property	N	6/1/08	2,157.82	2,157.82
12.	Anthony Melendez	Damage to Police Vehicle	N	12/23/04	2,008.57	2,008.57
13.	Robert I Figueroa	Damage to City Property	N	3/1/04	1,905.44	1,905.44
14.	Ricardo Gonzalez	Damage to City Property	N	10/1/09	1,706.06	1,706.06
15.	David Montes	Damage to City Property	N	11/19/08	1,296.67	1,296.67
16.	Keith R McClellan	Damage to City Property	N	10/1/05	1,278.59	1,278.59
17.	Marco A Torres Perez	Damage to City Property	Y	1/24/08	1,157.94	1,157.94
18.	Manuel Rivera III	Damage to City Vehicle	N	10/9/03	1,020.79	1,020.79
19.	Rafael V Hernandez	Damage to City Property	N	11/26/02	1,418.85	1,018.85
20.	Asif H Butt	Damage to City Property	N	1/13/02	977.03	977.03
					<u>\$ 76,308.07</u>	<u>\$ 75,908.07</u>



City of Santa Fe Springs

City Council Meeting

June 23, 2011

NEW BUSINESS

Resolution No. 9330 - Participation in a Regional Alliance with the Los Angeles Gateway Integrated Regional Water Management Joint Powers Authority to Facilitate Compliance with SBX7-7, the Water Conservation Act of 2009

RECOMMENDATION

That the City Council take the following actions:

1. Approve the City's participation in the Regional Alliance being formed by the Gateway Authority; and
2. Adopt Resolution No. 9330 authorizing and approving the Letter of Agreement.

BACKGROUND

The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to establish per capita water use targets for 2020. SB X7-7 provides that urban water retailers may plan, comply and report on their water use reductions on a regional basis, individual basis, or both. The plan for complying with the 20% water use reduction target is a component of the Urban Water Management Plan (UWMP) that the City is required to adopt every five years. The updated UWMP for the City of Santa Fe Springs is scheduled to be adopted June 23, 2011.

The Los Angeles Gateway Authority Joint Powers Authority (Gateway JPA) is in the process of creating a regional alliance of its member agencies in order to facilitate a regional approach to compliance with SB X7-7. The regional alliance is envisioned to ultimately consist of the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and also the Pico Water District.

As a member of the Gateway JPA, the City of Santa Fe Springs needs to decide if it wants to join the regional alliance. Participation is voluntary and would be formalized through execution of the Letter of Agreement which is Attachment 2. Participation in the regional alliance will not obligate the City to contribute any funds or incur any cost.

Staff believes it would be in the City's best interests to join the regional alliance because it would allow the City of Santa Fe Springs to benefit from efforts made by all participating cities to comply with SBX7-7. Resolution No. 9330 has been prepared for consideration by the City Council and, if adopted, would authorize the City

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: June 15, 2011

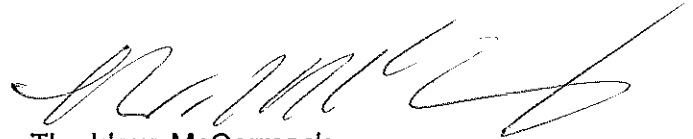
Manager to execute the Letter of Agreement and take all actions needed to effectuate the City's participation in the regional alliance.

FISCAL IMPACT

Participation in the regional alliance will not obligate the City to contribute any funds or incur any cost.

INFRASTRUCTURE IMPACT

Participation in the regional alliance will not have any direct impact on City infrastructure.



Thaddeus McCormack
City Manager

Attachment(s):

1. Resolution No. 9330
2. Letter of Agreement

RESOLUTION NO. 9330

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG
THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD,
NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH
GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A
REGIONAL ALLIANCE TO COMPLY WITH SB X7-7,
THE WATER CONSERVATION ACT OF 2009**

WHEREAS, Senate Bill X7-7, the Water Conservation Act of 2009, was signed into law in 2009; and

WHEREAS, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per-capita water use by 20 percent by the year 2020; and

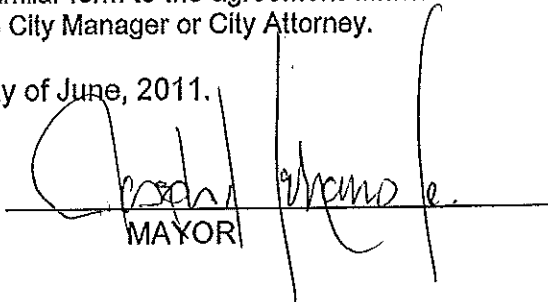
WHEREAS, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

WHEREAS, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs that it does hereby authorize and approve a Letter of Agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Santa Fe Springs including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

APPROVED and ADOPTED this 23rd day of June, 2011.


MAYOR

ATTEST:


CITY CLERK

Letter of Agreement

Between and Among the Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District For Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

Recitals

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter of Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "Regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

Agreement for the Regional Alliance Formation, Target Calculation, and Reporting

Section 1. Regional Alliance Formation and Target Calculation

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

Section 2. Regional Alliance Review

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Signature _____ Date _____

Print Name _____ City of Downey

Signature _____ Date _____

Print Name _____ City of Lakewood

Signature _____ Date _____

Print Name _____ City of Lynwood

Signature _____ Date _____

Print Name _____ City of Paramount

Signature _____ Date _____

Joseph D. Serrano, Mayor 6-27-11

Print Name _____ City of Santa Fe Springs

Signature _____ Date _____

Print Name _____ City of South Gate

Signature _____ Date _____

Print Name _____ City of Whittier

Signature _____ Date _____

Print Name _____ City of Huntington Park

Signature _____ Date _____

Print Name _____ City of Long Beach

Signature _____ Date _____

Print Name _____ City of Norwalk

Signature _____ Date _____

Print Name _____ City of Pico Rivera

Signature _____ Date _____

Print Name _____ City of Signal Hill

Signature _____ Date _____

Print Name _____ City of Vernon

Signature _____ Date _____

Print Name _____ Pico Water District



City of Santa Fe Springs

City Council Meeting

June 23, 2011

NEW BUSINESS

Extension of Contract for Traffic Engineering Support Services

RECOMMENDATION

That the City Council take the following actions:

1. That the City Council approve an extension of the contract with Coory Engineering to provide traffic engineering support services through December 31, 2011; and
2. That the Director of Public Works be authorized to execute a contract amendment including the extension and with a not-to-exceed budget of \$60,000.


BACKGROUND

Coory Engineering is currently under contract with the City to provide traffic engineering support services. This contract was approved by the City Council on March 24, 2011 and is scheduled to expire on June 30, 2011.

The issues currently being handled by Coory Engineering, with Mr. Tom Lopez serving as the City's Traffic Engineer, include the following:

1. Re-evaluation of Traffic Conditions on Florence Avenue
A review of existing traffic conditions is needed on Florence Avenue between Roseton Avenue and Pioneer Boulevard to determine if any additional traffic control devices are warranted in this area for pedestrians and vehicles.
2. Review of Plans for Widening of the Interstate 5 (I-5) Freeway
A thorough review of the I-5 Freeway Widening plans is critical to identify impacts to businesses and residential properties as well as impacts to City streets and facilities. Identifying the issues will help in working with Caltrans to incorporate mitigation measures to reduce or negate impacts.
3. Coordination on the Telegraph Road Traffic Signal Synchronization Project
Los Angeles County Department of Public Works is approving the final specifications for the installation of a Traffic Management System that will be housed at the City. The System is expected to be completed in June 2012 and will allow for control and surveillance of traffic signals along the entire Telegraph Road corridor. The System will be expandable to include other signalized locations not within the Telegraph Road corridor within Santa Fe Springs.

Report Submitted By:

Don Jensen, Director 
Department of Public Works

Date of Report: June 15, 2011



City of Santa Fe Springs

City Council Meeting

June 23, 2011

NEW BUSINESS

Approval of Pipeline License Agreement with Burlington Northern Santa Fe Railway (BNSF) for the Valley View Avenue Grade Separation Project – 12" City Water Main

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 – 12" City Water Main; 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 water main in Valley View Avenue will need to be relocated. The proposed water main will be relocated westerly onto Stage Road and then across the BNSF railroad tracks, then head back east towards Valley View Avenue. Since the proposed water main will be crossing the BNSF railroad tracks, a Pipeline License Agreement is required from BNSF.

The proposed water main is a 12" diameter ductile iron pipe within a 24" diameter steel casing pipe. All utilities crossing a railroad line must be in a casing pipe. This work is already included in the plans and specifications for the Valley View Avenue Grade Separation project.

Staff is working on at least two other pipeline license agreements with BNSF. Upon acceptance of the applications from BNSF, those agreements will be brought back to Council for consideration.

FISCAL IMPACT

As Indicated in the Pipeline License Agreement, the total fee for this agreement is \$4,700. The fee includes the following contract fee (\$3,100), processing fee (\$600) 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: June 15, 2011

INFRASTRUCTURE IMPACT

Execution of the agreement will allow City-owned water 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

January 12, 2011

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

11-41957

Dear Mr. Long:

Enclosed please find a 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 \$3,100.00 payable to BNSF Railway Company which covers the contract fee(s) in the amount of \$2,500.00 and \$600.00 for the processing fee.

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"), one (1) Pipeline(s), Twelve (12") inches in diameter inside a Twenty Four (24") inch steel casing ("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 158.31, as shown on the attached Drawing No. 1-50729, dated January 10, 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 water. 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 Two Thousand Five Hundred and No/100 Dollars (\$2,500) 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, 90860, telephone (323) 307-5815 (Office) or (323) 864-3852 (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

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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 Indemnitee 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 Indemnitee. 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 Licenser 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. LICENSOR'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 LICENSOR 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 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 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 Licensor 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 Licensor 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

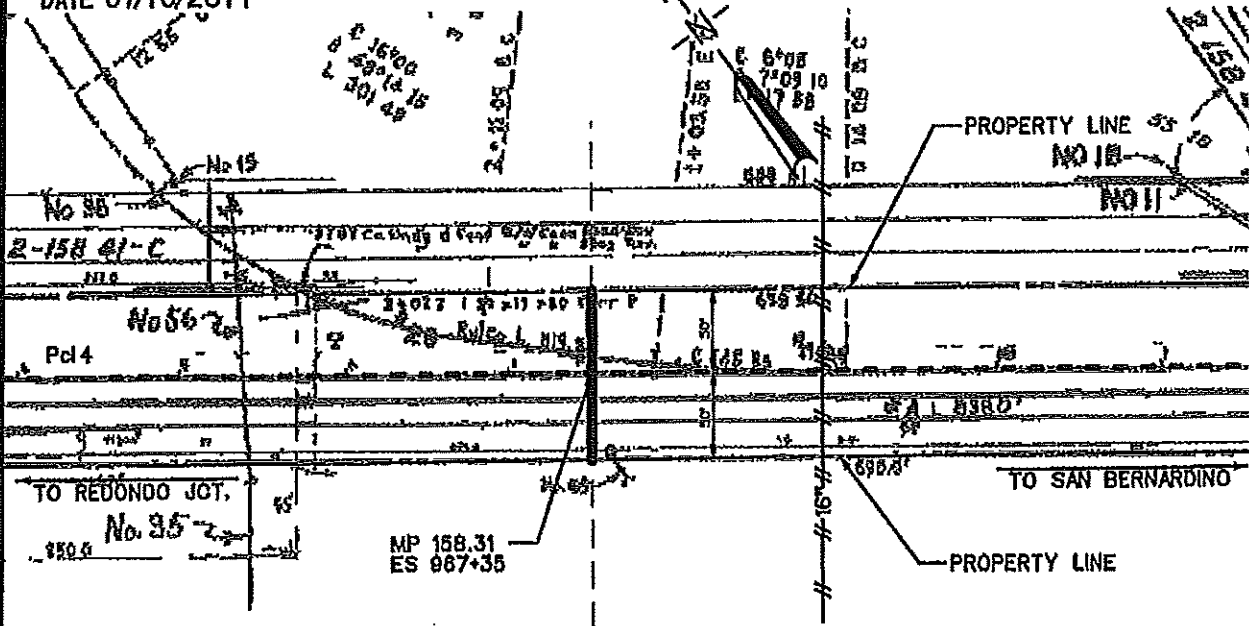
CITY OF SANTA FE SPRINGS

SCALE: 1 IN. = 100 FT.
 CALIFORNIA DIV.
 SAN BERNARDINO SUBDIV. L.S. 7600
 DATE 01/10/2011

SECTION: 21
 TOWNSHIP: 03S
 RANGE: 11W
 MERIDIAN: SBM



MAP REF. 505512



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>12"</u>	<u>24"</u>	LENGTH ON R/W:	<u>100'</u>	<u>100'</u>
CONTENTS:	<u>WATER</u>		WORKING PRESSURE:	<u>65 PSI</u>	
PIPE MATERIAL:	<u>DIP</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>19.6'</u>
SPECIFICATION/GRADE:	<u>CLASS 52</u>	<u>GRADE B</u>	BURY: NATURAL GROUND		<u>17.4'</u>
WALL THICKNESS:	<u>0.6"</u>	<u>6"</u>	BURY: ROADWAY DITCHES		<u>17.4'</u>
COATING:	<u>POLY</u>	<u>-</u>	CATHODIC PROTECTION		<u>YES</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

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

June 23, 2011

NEW BUSINESS

Resolution Nos. 9331 and 9332 – Approval of Engineer's Report (FY 2011/12) in Conjunction with Annual Levy of Assessment for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive)

RECOMMENDATION

That the City Council take the following actions:

1. Adopt Resolution 9331, approving the Engineer's Report (FY 2011/12) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
2. Adopt Resolution No. 9332, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 14, 2011.

BACKGROUND


The Heritage Springs Assessment District (Assessment District) No. 2001-1 was formed on June 28, 2001, pursuant to the provisions of the Municipal Improvement Act of 1913, Division 12. A map of the Assessment District is enclosed.

The Council, at their meeting of May 26, 2011 approved Resolution No. 9320 ordering the preparation of plans, specifications, cost estimate, diagram, assessment, and report pursuant to the provisions of Division 12 of the Streets and Highways Code of the State of California.

A copy of the Annual Engineer's Report for the City of Santa Fe Springs Lighting District No. 1 is attached for your review and approval. The Engineer's Report satisfies the legal requirements described previously. In summary, the Engineer's Report addresses compliance with the state law, describes method of apportionment and presents a proposed budget for FY 2011/12.

FISCAL IMPACT

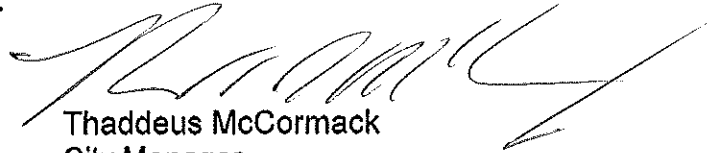
The District has a positive financial impact on the City because a benefit assessment district is used to fund the street maintenance costs attributable to such developments.

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

Date of Report: June 15, 2011

INFRASTRUCTURE IMPACT

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



Thaddeus McCormack
City Manager

Attachment(s):

1. Resolution Nos. 9331 and 9332
2. Engineer's Report
3. Boundary Map

RESOLUTION NO. 9331

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SANTA FE SPRINGS, CALIFORNIA
APPROVING THE ENGINEER'S REPORT FOR ANNUAL LEVY
OF ASSESSMENTS FOR THE HERITAGE SPRINGS ASSESSMENT
DISTRICT 2001-1 FOR FISCAL YEAR 2011/2012**

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 ("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, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA, pursuant to the provisions of Division 12 of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of an Engineer's "Report" for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the district, and an assessment relating to what is now known and designated as

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

WHEREAS, there has now been presented to this City Council the "Report" as required by said Division 12 of the Streets and Highways Code and as previously directed by Resolution; and,

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said "Report."

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the "Report" as presented, consisting of the following:

- A. Estimate of costs;
- B. Diagram of the District;

RESOLUTION NO. 9332

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SANTA FE SPRINGS
DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND
COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE
IN AN EXISTING DISTRICT, PURSUANT TO
THE PROVISIONS OF DIVISION 12 OF THE
STREETS AND HIGHWAYS CODE OF THE STATE OF
CALIFORNIA, AND SETTING A TIME AND PLACE FOR
PUBLIC HEARING THEREON**

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code to form the Heritage Springs Assessment District 2001-1 ("Assessment District"), in what is known and designated as:

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

WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said Assessment District; and,

WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

PUBLIC INTEREST

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said Assessment District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and

necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this Resolution.

BOUNDARIES OF THE DISTRICT

- SECTION 8. Said contemplated maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the Assessment District, and this City Council makes the costs and expenses of said maintenance chargeable upon a district, which district said City Council declares to be the district benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said Assessment District, shall include each and every parcel of land within the boundaries of said Assessment District, as said Assessment District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and designated by the name of the Assessment District.

PUBLIC HEARING

- SECTION 9. NOTICE IS HEREBY GIVEN THAT THURSDAY, THE 14th DAY OF JULY, 2011 AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

- SECTION 10. That the City Clerk is hereby authorized and directed to publish a copy of this Resolution. Said publication shall be not less than ten (10) days before the date for said Public Hearing.

EFFECTIVE DATE

- SECTION 11. That this Resolution shall take effect immediately upon its adoption.



Harris & Associates.

SHAPING THE FUTURE ONE PROJECT AT A TIME.

Engineer's Report

for

Heritage Springs Assessment District No. 2001-1

Fiscal Year 2011-12

Prepared for:

City of Santa Fe Springs
Los Angeles County, California

June 15, 2011

CERTIFICATIONS

On the ____ day of _____, 2011, this Engineer's Report was filed with in my office.

City Clerk, City of Santa Fe Springs
Los Angeles County, California

By _____

On the ____ day of _____, 2011, this Engineer's Report, including the assessments therein, was preliminarily approved by the City Council of the City of Santa Fe Springs, California, by Resolution No. _____.

City Clerk, City of Santa Fe Springs
Los Angeles County, California

By _____

On the ____ day of _____, 2011, this Engineer's Report was finally approved and the assessments therein confirmed and adopted by the City Council of the City of Santa Fe Springs, California, by Resolution No. _____.

City Clerk, City of Santa Fe Springs
Los Angeles County, California

By _____



**ENGINEER'S REPORT
FY 2011-12
City of Santa Fe Springs
Heritage Springs Assessment District No. 2001-1**

WHEREAS, the City of Santa Fe Springs, County of Los Angeles, State of California, pursuant to the provisions of the Section 10100.8 Municipal Improvement Act of 1913, being Division 12 of the California Streets and Highways Code (the "Act") intends to undertake proceedings for the annual levy of special assessments in and for the City's Heritage Springs Assessment District No. 2001-1 (the "District");

NOW THEREFORE, the undersigned Engineer of Work hereby submit herewith the "Report" consisting of five (5) parts as follows:

PART A – DESCRIPTION

A description of the maintenance activities to be performed.

PART B – COST ESTIMATE

An estimate of the maintenance costs to be paid from the District.

PART C – ASSESSMENT ROLL

The assessment by parcel.

PART D – METHOD OF ASSESSMENT

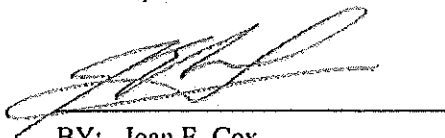
The way the assessment is apportioned.

PART E – ASSESSMENT DIAGRAM

A diagram showing the boundaries of the District.

The undersigned respectfully submits the enclosed report.

DATED: June 15, 2011



BY: Joan E. Cox
R.C.E. No. 41965



PART A – DESCRIPTION

The assessments in the District shall be levied for the maintenance of improvements as follows, and shall include all incidental expenses, including administration, legal, establishment of reserves, collection and contracting:

The improvements proposed to be maintained may be generally described as Hawkins Street, east of Norwalk Boulevard, and Palm Drive, south of Hawkins Street. The maintenance of such improvements is proposed to consist of the continued maintenance and operation of such improvements, including the maintenance of pavement and appurtenant facilities that are located in and along such streets, including but not limited to, personnel, electrical energy, utilities, materials, contracting services, and other items necessary for the satisfactory maintenance of these improvements described as follows.

Pavement and Appurtenant Facilities

Pavement and appurtenant facilities, in public street and rights-of-way, within the boundary of said District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance, repair and servicing of the above described roadways and appurtenant improvements, including repair, slurry sealing, chip sealing, removal or replacement of all or part of any of the streets or appurtenant improvements, and the administration of all aspects of the maintenance and the District.



PART B – COST ESTIMATE

The estimated amount to be paid annually into the maintenance program fund for the streets as described in Part A of this Report is as follows:

In 2001 \$'s:

Slurry Seal @ 5 and 15 years:

5 years	\$0.16 / SF x 100,000 SF =	\$16,000
15 years	4% estimated inflation per yr =	\$24,000

Street Rehab @ 10 years:

10 years	\$1.50 / SF x 100,000 SF =	\$150,000
----------	----------------------------	-----------

Street Reconstruct @ 20 years:

20 years	\$5.00 / SF x 100,000 SF =	\$500,000
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Total est. 20 year Maintenance Strategy: \$690,000
round up to: \$700,000

Estimated annual cost for 2001 = \$35,000
estimated cost per SF: \$0.3500

Conversion to 2011 \$'s:

ENR Construction Cost Index Increase

June 2001 - June 2011	43.00%
2011 cost per SF:	\$0.5005

Hawkins Street & Palm Drive Improvements SF =	66,680
Annual Cost for FY 2011-12 =	\$33,373

Maintenance Fund Capital Reserve Balance = \$313,670
(fund balance estimated as of July 1, 2011)



PART C – ASSESSMENT ROLL

The total proposed assessment for Fiscal Year 2011-12 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Los Angeles County Assessor's Office, are shown below.

The description of each lot or parcel is part of the County assessment roll and this roll is, by reference, made part of this Report.

Asmt No.	Assessor's Parcel Number	FY 11-12 Maint. Asmt
1	8005-015-037	\$7,145.16
2	8005-015-038	\$6,538.10
3	8005-015-039	\$2,680.85
4	8005-015-040	\$2,175.25
5	8005-015-041	\$2,061.45
6	8005-015-042	\$1,833.85
7	8005-015-043	\$1,429.03
8	8005-015-044	\$3,705.40
9	8005-015-045	\$5,804.57
10	8005-015-910	\$0.00
		\$33,373.66



PART D – METHOD OF ASSESSMENT

The assessments are apportioned according to the special benefits received by the parcels of land within the Assessment District. The proportionate special benefit derived by each parcel is determined in relationship to the entirety of the maintenance cost of the improvements. No assessment has been apportioned on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Only special benefits may be assessed and any general benefits shall be separated from the special benefits for purposes of this report. Based on the nature of the improvements to be funded herein, there are no general benefits.

Under this report, the assessment for the District are apportioned in accordance with the foregoing and using the following criteria:

The net acreage of each parcel of land is determined by excluding acreage which will not have direct access to the improvements from Hawkins Street or Palm Drive, and by excluding acreage to be dedicated as roadway, road rights-of-way, or sidewalk easement. Special benefit is determined based on the net acreage of each parcel relative to the total net acreage (the "Benefit Percentage").

The total annual cost for FY 2011-12, as shown in Part B of this Report, is apportioned on a percentage basis using the Benefit Percentages, as shown below:

Asmt No.	Assessor's Parcel Number	Net Acreage	Benefit Percentage	FY 11-12 Maint. Asmt
1	8005-015-037	5.65	21.410%	\$7,145.16
2	8005-015-038	5.17	19.591%	\$6,538.10
3	8005-015-039	2.12	8.033%	\$2,680.85
4	8005-015-040	1.72	6.518%	\$2,175.25
5	8005-015-041	1.63	6.177%	\$2,061.45
6	8005-015-042	1.45	5.495%	\$1,833.85
7	8005-015-043	1.13	4.282%	\$1,429.03
8	8005-015-044	2.93	11.103%	\$3,705.40
9	8005-015-045	4.59	17.393%	\$5,804.57
10	8005-015-910	0.00	0.000%	\$0.00
		26.39	100.00%	\$33,373.66



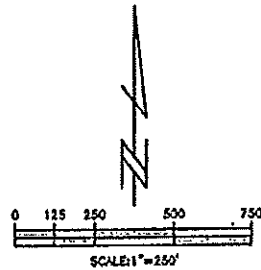
PART E – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District, entitled "Assessment Diagram, Heritage Springs Assessment District No. 2001-1", is on file in the office of the City Clerk of the City of Santa Fe Springs, and is incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for Fiscal Year 2011-12. The Assessor's maps and records are incorporated by reference herein and made part of this report.



MAP OF PROPOSED BOUNDARIES HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK, CITY OF SANTA FE SPRINGS,
THIS _____ DAY OF _____, 2001.

CITY CLERK

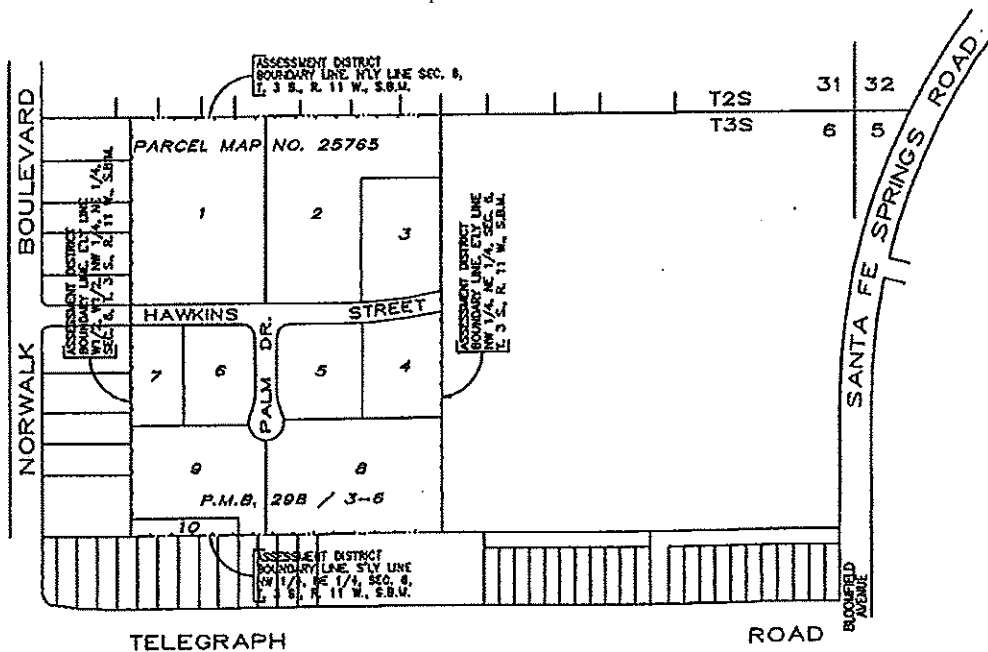
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
OF HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1, CITY OF SANTA FE
SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WAS APPROVED
BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AT A MEETING
THEREOF, HELD ON THE _____ DAY OF _____, 2001,
BY ITS RESOLUTION NO. _____.

CITY CLERK

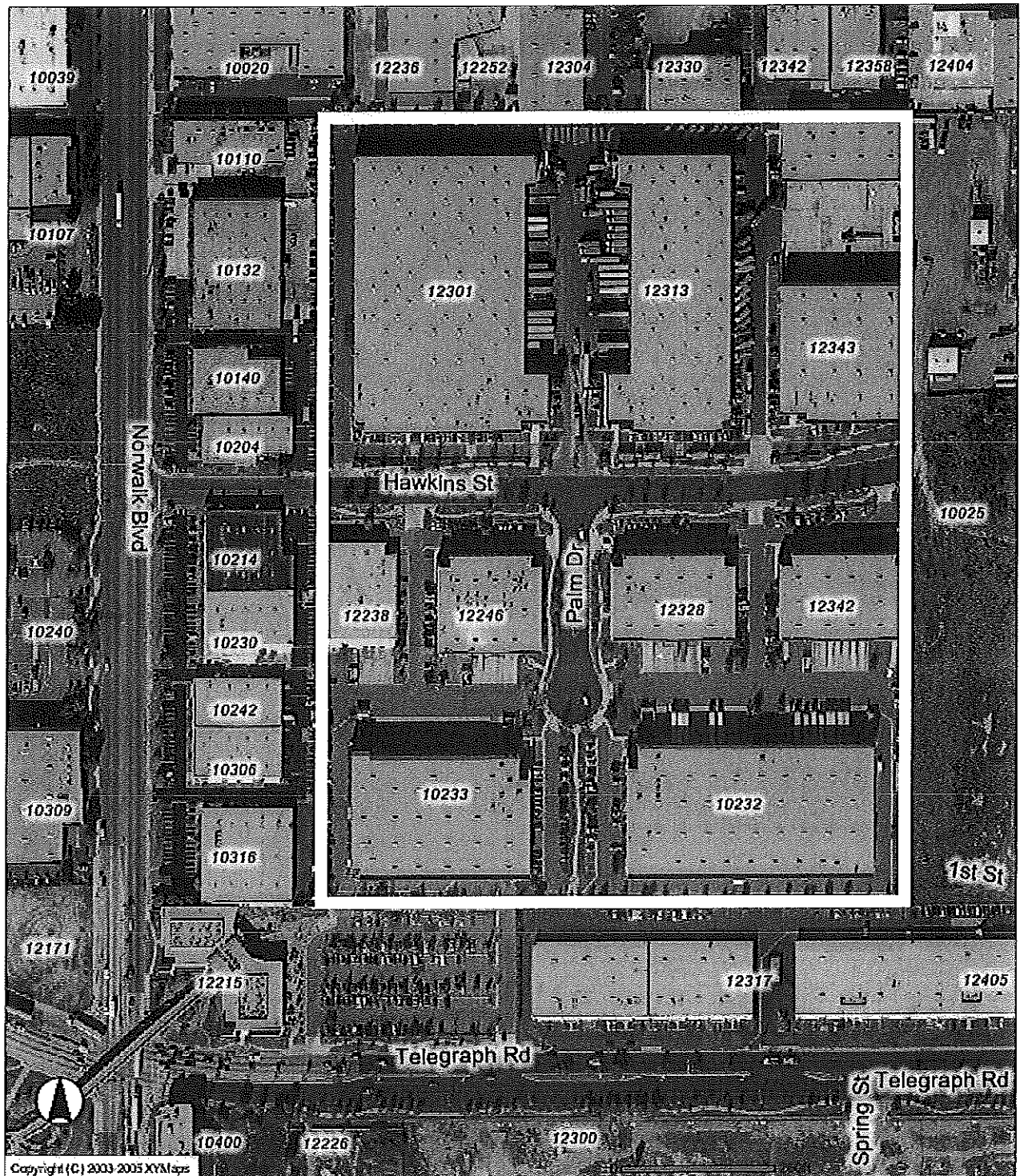
FILED THIS _____ DAY OF _____, 2001 AT THE HOUR OF _____
O'CLOCK _____ M., IN BOOK _____ OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA.

COUNTY RECORDER
COUNTY OF LOS ANGELES

BY _____, DEPUTY RECORDER



REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE
OFFICE OF THE ASSESSOR OF THE COUNTY OF LOS ANGELES FOR
A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY
PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL
DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.



ASSESSMENT DIAGRAM
HERITAGE SPRINGS
ASSESSMENT DISTRICT 2001-1
LOCATION MAP





City of Santa Fe Springs

City Council Meeting

June 23, 2011

PRESENTATION

Presentation to Milestone Event Celebrants


RECOMMENDATION:

Call upon Julie Herrera, Public Relations Specialist to assist with the presentations.

BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following four residents are in attendance to be recognized:

- A Jesus & Elisa Acevedo - Celebrating 50th Wedding Anniversary
- B Amelia D. Acosta - Celebrating 80th Birthday
- C Jose & Isora Gonzalez - Celebrating 50th Wedding Anniversary
- D John & Ignacia Koonce - Celebrating 57th Wedding Anniversary


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

June 23, 2011

PRESENTATION

Older American Nominee Presentation

RECOMMENDATION

It is requested that Mrs. Janie Aguirre be recognized for her recent nomination and recipient of the Older American Recognition Day Award Program.

BACKGROUND

On May 23, 2011, Mrs. Janie Aguirre was a recipient of the 2011 Older American Recognition Day (OARD) award program which took place at the Dorothy Chandler Pavilion Music Center Grand Hall in Los Angeles. Mrs. Aguirre was joined by her husband Mr. Aguirre, Mayor Serrano and Family and Human Services Supervisor Ed Ramirez where she was recognized for her ongoing dedication, support and volunteerism she provides to the community of Santa Fe Springs.

The Mayor may wish to call upon Family & Human Services Supervisor, Ed Ramirez to assist with the presentation.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

June 23, 2011

PRESENTATION

To the 2011 Teachers of the Year

Timothy Jimenez, St. Paul High School
Ken LaVigne, La Serna High School
Kathy Tahmizian, Rancho Santa Gertrudes Elementary
Emily Waimrin, Lakeview Elementary School

RECOMMENDATION

The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with the presentation.

BACKGROUND

Each year, local school districts and St. Paul High School select and acknowledge a Teacher of the Year for their outstanding accomplishments in the field of education. This year's recipients have been invited to tonight's meeting to be recognized by the City Council. District Superintendents and Principals have also been invited.


Thaddeus McCormack
City Manager

Attachment(s)

None.



City of Santa Fe Springs

City Council Meeting

June 23, 2011


APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Below is a list of current vacancies:

Committee	Vacancy	Councilmember
Beautification	1	González
Beautification	2	Moore
Beautification	2	Rounds
Beautification	4	Serrano
Community Program	3	González
Community Program	1	Moore
Community Program	2	Rounds
Community Program	2	Serrano
Community Program	4	Trujillo
Historical	1	Moore
Historical	2	Rounds
Historical	1	Serrano
Historical	2	Trujillo
Parks & Recreation	1	González
Parks & Recreation	1	Moore
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

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


Thaddeus McCormack
City Manager

Attachments

Committee Lists

Prospective Member List

Submitted By: Anita Jimenez, Deputy City Clerk

June 14, 2011

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

Alyssa Portillo

Yardley Castellanos

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	(11)
	Marlene Vernava	(11)
Moore	Juliet Ray	(12)
	Vacant	(12)
	Vacant	(11)
	Guadalupe Placencia	(11)
	Ruth Gray	(11)
Rounds	Vacant	(12)
	Rita Argott	(12)
	Annette Ledesma	(11)
	Paula Minnehan*	(11)
	Vacant	(11)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(11)
	Vacant	(11)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(11)
	A.J. Hayes	(11)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday 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	(11)
	Vacant	(11)
Moore	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(11)
	Lynda Short	(11)
	Vacant	(11)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Denise Vega	(11)
	Vacant	(11)
Serrano	Ruth Gray	(12)
	Mary Anderson	(11)
	Dolores H. Romero*	(11)
	Vacant	(12)
	Vacant	(11)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Lisa Sanchez	(11)
	Vacant	(11)

**Asterisk indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of 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	(11)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(11)
	Margaret Bustos*	(11)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(11)
	Ted Radoumis	(11)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(11)
	Gilbert Aguirre*	(11)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(11)

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

**Asterisk indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, 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	Marlene Vernava
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*	(11)
	Janie Aguirre*	(11)
	Sally Gaitan	(11)
Moore	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Amparo Oblea	(11)
	Vacant	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Mark Scoggins*	(11)
	Janice Smith	(11)
Serrano	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(11)
	Larry Oblea	(11)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(11)
	Vacant	(11)

**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)
	Paula Minnehan*	(11)
	Raul Miranda, Jr.	(12)
	Vacant	(11)
Moore	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(11)
	David Gonzalez	(11)
	Vacant	(11)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Don Mette	(11)
	Mark Scoggins*	(11)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(11)
	Fred Earl	(11)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(11)
	Vacant	(11)
	Arcelia Miranda	(11)

*Asterisk indicates person currently serves on three committees

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2011
	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	(11)
	Janie Aguirre*	(11)
	Ed Duran	(11)
Moore	Yoshi Komaki	(12)
	Yoko Nakamura	(12)
	Paul Nakamura	(12)
	Vacant	(11)
	Pete Vallejo	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(11)
	Lorena Huitron	(11)
	Berta Sera	(11)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(11)
	Jessie Serrano	(11)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(11)
	Margaret Bustos*	(11)
	Vacant	(11)

**Asterisk indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, 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	(11)
	Vacant	(12)
	Vacant	(11)
Moore	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(11)
	Peggy Jo Radoumis	(11)
	Jeannette Wolfe	(11)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(11)
	Vacant	(11)
Serrano	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(11)
	Doris Yarwood	(11)
	Vacant	(11)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(11)
	Marcella Obregon	(11)
	Vacant	(11)

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

TRAFFIC COMMISSION

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

Membership: 5

APPOINTED BY

NAME

Gonzalez

Arcelia Valenzuela

Moore

Manny Zevallos

Rounds

Ted Radoumis

Serrano

Sally Gaitan

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Membership: 20

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



City of Santa Fe Springs

City Council Meeting

June 23, 2011

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Committee Re-Appointments

According to the standard committee by-laws, one-half of the membership of each committee will have terms expiring June 30, 2011. The terms were originally picked by random drawing.

Attached is a sheet listing the names of those committee members whose terms expire this year. There are two columns under each committee heading. The left column lists the names of those members who are requesting re-appointment. The column on the right lists those members whose terms are up, but are not interested in re-appointment.

Also attached for your reference are updated Committee Lists as well as an updated Prospective Member List.

Any questions regarding this report can be directed to the Deputy City Clerk.


Thaddeus McCormack
City Manager

Attachments:

Committee Re-Appointment Lists

COUNCILMEMBER LUIS M. GONZÁLEZ
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

May Sharp
Marlene Vernava

Community Program Committee

None

Family and Human Services Advisory Committee

Angelica Miranda

Historical Committee

Gilbert Aguirre
Janie Aguirre
Sally Gaitan

Parks and Recreation Advisory Committee

Paula Minnehan

Senior Citizens Advisory Committee

Janie Aguirre
Ed Duran

Sister City Committee

Jimmy Mendoza

COUNCILMEMBER RICHARD J. MOORE
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Guadalupe Placencia
Ruth Gray

Community Program Committee

Mary Jo Haller
Lynda Short

Family and Human Services Advisory Committee

Laurie Rios
Margaret Bustos

Historical Committee

Amparo Oblea

Parks and Recreation Advisory Committee

Janet Rock

Senior Citizens Advisory Committee

Pete Vallejo

Sister City Committee

Mary Reed
Peggy Radoumis
Jeannette Wolfe

COUNCILMEMBER TRUJILLO
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Rosalie Miller
A. J. Hayes

Community Program Committee

None

Lisa Sanchez

Family and Human Services Advisory Committee

Alicia Mora

Historical Committee

Merrie Hathaway

Parks and Recreation Advisory Committee

Christina Maldonado
Arcelia Miranda

Senior Citizens Advisory Committee

Gilbert Aguirre
Margaret Bustos

Sister City Committee

Dolores Romero
Marcella Obregon

MAYOR PRO TEM ROUNDS
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Annette Ledesma
Paula Minnehan

Community Program Committee

None

Denise Vega

Family and Human Services Advisory Committee

Janie Aguirre
Ted Radoumis

Historical Committee

Janice Smith
Mark Scoggins

Parks and Recreation Advisory Committee

Mark Scoggins

Don Mette

Senior Citizens Advisory Committee

Gloria Vasquez
Lorena Huitron
Berta Sera

Sister City Committee

Ted Radoumis

MAYOR JOSEPH D. SERRANO, SR.
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Vada Conrad

Community Program Committee

Mary Anderson
Dolores Romero

Family and Human Services Advisory Committee

Gilbert Aguirre
Manuel Zevallos

Historical Committee

Larry Oblea

Parks and Recreation Advisory Committee

Sally Gaitan
Fred Earl

Senior Citizens Advisory Committee

Amelia Acosta
Jessie Serrano

Sister City Committee

Laurie Rios
Doris Yarwood

Personnel Advisory Board

Angel Munoz (Appointed by Entire Council)