

#### **AGENDA**

FOR THE ADJOURNED MEETINGS OF THE:

COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

> MAY 11, 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

<u>Public Comment:</u> 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.

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.

Americans with Disabilities Act: In compliance with

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

#### CDC/City Council Meetings

#### 1. CALL TO ORDER

#### 2. ROLL CALL

Luis M. González, Commissioner/Councilmember

Richard J. Moore, Commissioner/Councilmember

Juanita A. Trujillo, Commissioner/Councilmember

William K. Rounds, Vice-Chairperson/Mayor Pro Tem

Joseph D. Serrano, Sr., Chairperson/Mayor

#### COMMUNITY DEVELOPMENT COMMISSION

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

#### 4. CONSENT AGENDA

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

#### **Approval of Minutes**

A. Minutes of the Regular Community Development Commission Meeting of April 14, 2011

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

#### 5. NEW BUSINESS

Request for Assistance by and Agreement with Tom's Truck Center, Inc., dba Carmenita Truck Center Regarding Construction and Use of Electronic Readerboard Sign

Consideration of a request for financial assistance involving the construction and use of a new electronic readerboard sign and adoption of Resolution No. 261-2011 making findings relative to the use of Community Development Commission funds for this assistance.

**Recommendation:** That the Community Development Commission take the following actions: 1) Approve Resolution No. 261-2011 which makes findings relative to providing financial assistance to Tom's Truck Center, Inc., dba Carmenita Truck Center for the construction and use of a new electronic readerboard sign at 13443 Freeway Drive; 2) Approve the use of CDC funds to assist in the cost to construct and install the proposed electronic readerboard sign and approve an appropriation from Community Development Commission funds in an amount not to exceed 75% of the total cost or \$320,000, whichever is less; and, 3) Authorize the Executive Director to effectuate the provisions of Resolution No. 261-2011 and execute the attached Agreement.

### CITY COUNCIL

#### 6. CONSENT AGENDA

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

#### **Approval Minutes**

A. Minutes of the Regular City Council Meeting of April 14, 2011

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

#### **NEW BUSINESS**

7. Request for Approval to Renew an Agreement with the City of Downey Establishing Access to a Library Automation System

**Recommendation:** That the City Council approve a one-year agreement with the City of Downey for the continuance of a Consortium for Automated Library Management and to provide access to an Integrated Library System.

8. Resolution No. 9315 – Appointment of City's Assistant City Treasurer

**Recommendation:** That the City Council adopt Resolution No. 9315 appointing Travis Hickey, Assistant Director of Finance and Administrative Services, to the position of Assistant City Treasurer for the City, Community Development Commission, Public Finance Authority, Water Utility Authority, and any other related City entity.

9. Resolution No. 9316 - Approval of Cooperative Agreement with the County of Los Angeles for the Roadway Improvements on Imperial Highway from Shoemaker Avenue to Duffield Avenue

**Recommendation:** That that the City Council take the following actions: 1) Adopt Resolution No. 9316 consenting to the establishment of Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue as part of the system of highways of the County of Los Angeles for the duration of the project; and, 2) Approve the Cooperative Agreement with the County of Los Angeles for the Roadway Improvements on Imperial Highway from Shoemaker Avenue to Duffield Avenue.

10. Approval of Utility Agreement No. 7UA-12080 with the State Department of Transportation for the Alondra Boulevard/Interstate 5 Widening Project

**Recommendation:** That the City Council approve Utility Agreement No. 7UA-12080 between the State Department of Transportation and City of Santa Fe Springs for the Alondra Boulevard/ Interstate 5 (I-5) Freeway Widening Project and authorize the Director of Public Works to execute the Agreement.

**CDC/City Council Meetings** 

#### 11. Status Report on the Proposed Extension of the Gold Line Light Rail System

**Recommendation:** That the City Council take the following actions: 1) Receive the presentation from staff; and, 2) Appoint a City Council liaison to the Washington Boulevard Coalition.

12. <u>Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing (Caltrans Division of Rail Section, 130 Grade Improvement Program)</u>

**Recommendation:** That the City Council take the following actions: 1) Approve Amendment No. 1 to Agreement No. 75LX110 which extends the expiration date to September 30, 2011, and authorize the Director of Public Works to execute the Agreement; and, 2) Authorize the City Engineer to advertise for construction bids for the Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing (Caltrans Division of Rail, Section 130 Grade Improvement Program).

13. Improvement of Pioneer Boulevard North of Los Nietos Road

**Recommendation:** That the City Council authorize the City Engineer to advertise for construction bids for the Improvement of Pioneer Boulevard North of Los Nietos Road.

#### **CLOSED SESSION**

14. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: 3187 Redhill vs. City

#### **CLOSED SESSION**

15. 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

#### **CLOSED SESSION**

16. 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. 17 - 29 will commence in the 7:00 p.m. hour.

- 17. INVOCATION
- 18. PLEDGE OF ALLEGIANCE

#### INTRODUCTIONS

- 19. Representatives from the Youth Leadership Committee
- 20. Representatives from the Chamber of Commerce
- 21. ANNOUNCEMENTS

#### **PRESENTATIONS**

22. Introductions of the 2011 Destiny Scholarship Recipients & Powell Grant Recipients

**Recommendation:** The Mayor may wish to call upon Lisa Boyajian, Chairperson of the Santa Fe Springs Chamber/League Youth Enrichment Fund's Scholarship Committee.

23. Santa Fe Springs 2011 Youth Citizenship Award Recipients

**Recommendation:** The Mayor may wish to call upon Management Assistant Wayne Bergeron to assist with this presentation.

24. Introduction of New Santa Fe Springs Policing Team Member

**Recommendation:** The Mayor may wish to call upon Dino Torres, Director of Police Services to introduce the newest member of the Santa Fe Springs Policing Team.

25. Every 15 Minutes

**Recommendation:** The Mayor may wish to call upon the Director of Police Services to talk about "Every 15 Minutes", show a short video of the program, and recognize the California Highway Patrol, Santa Fe High School, and Presbyterian Intercommunity Hospital Staff for their continued support of the program.

- 26. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
- 27. ORAL COMMUNICATIONS

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

CDC/City Council Meetings

#### 28. EXECUTIVE TEAM REPORTS

#### 29. 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

<u>May 5, 2011</u>

Date

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

#### **APRIL 14, 2011**

#### 1. CALL TO ORDER

Mayor Serrano called the Community Development Commission and City Council meetings to order at 6:05pm.

#### ROLL CALL

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

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

#### **COMMUNITY DEVELOPMENT COMMISSION**

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

Thaddeus McCormack reported that there had been no new action regarding the State budget.

Paul Ashworth reported that there was not much to report on sales at the Villages and requested that his report be given on a quarterly basis. There were no sales to report for the Comstock portion of the development. Seven homes sold and 8-14 are on reserve in the Far West portion of the development.

#### 4. CONSENT AGENDA

**Approval of Minutes** 

A. <u>Minutes of the 5:30pm Special Community Development Commission Meeting</u> of March 10, 2011

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

B. <u>Minutes of the Regular Community Development Commission Meeting of March 10, 2011</u>

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

Vice Chairperson Rounds moved the approval of Items 4A & B. Commissioner González seconded the motion, which carried unanimously.

#### 5. CLOSED SESSION

#### CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 9735 Bartley Avenue

Negotiating Parties: Commission staff and property owner

**Under Negotiation: Price** 

Mayor Serrano stated that this item would be moved to the end of the 6:00 pm agenda.

#### CITY COUNCIL

#### 6. **CONSENT AGENDA**

#### **Approval Minutes**

A. Minutes of the 5:00pm Special City Council Meeting of March 10, 2011

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

B. Minutes of the 5:30pm Special City Council Meeting of March 10, 2011

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

C. <u>Minutes of the Regular City Council Meeting of March 10, 2011</u>

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

Councilmember González moved the approval of Items 6A, B & C. Councilmember Trujillo seconded the motion, which carried unanimously.

#### **PUBLIC HEARINGS**

7. Approval of Resolution No. 9312 – Calling for Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax under City of Santa Fe Springs Community Facilities District No. 2002-1

**Recommendations:** 1) That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter; 2) That, if the proposed amendment and restatement of the Rate and method of Apportionment of Special Tax under Community Facilities District No. 2002-1 is not opposed by more than 50% of the owners of land within the CFD, the City Council adopt Resolution No. 9312 Calling for Special Election to Amend and Restate the

Rate and Method of Apportionment of Special Tax under Community Facilities District FD No. 2002-1.

Mayor Serrano opened the Public Hearing at 6:09pm. There being no one wishing to speak on this matter, Mayor Serrano closed the Public Hearing at 6:10pm.

Councilmember González moved the approval of Item 7; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

8. Approval of Resolution No. 9313 Calling for Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax Under City of Santa Fe Springs

Community Facilities District No. 2004-1

**Recommendations:** 1) That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter; 2) That, if the proposed amendment and restatement of the Rate and method of Apportionment of Special Tax under Community Facilities District No. 2004-1 is not opposed by more than 50% of the owners of land within the CFD, the City Council adopt Resolution No. 9313 Calling for Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax under Community Facilities District FD No. 2004-1.

Mayor Serrano opened the Public Hearing at 6:10pm. There being no one wishing to speak on this matter, Mayor Serrano closed the Public Hearing at 6:11pm.

Councilmember Moore moved the approval of Item 8; Councilmember Trujillo seconded the motion which carried unanimously.

# 9. Ordinance No. 1023 - Amending Section 130.04 of the City Code Banning Smoking within Public Parks

**Recommendation:** That the City Council waive further reading and introduce Ordinance No. 1023, an Ordinance amending Section 130.04 of the City Code to make it unlawful to smoke within Public Parks.

Steve Skolnik read the Ordinance by title and stated that a motion could be made to waive further reading and introduce Ordinance No. 1023. Mayor Pro Tem Rounds moved the approval of Item 9; Councilmember Moore seconded the motion which carried unanimously.

Mayor Serrano asked if there would be a designated area for smoking. Thaddeus McCormack indicated that there would be a designated smoking area. Mayor Pro Tem Rounds stated that he acknowledged that smokers and non-smokers alike had rights and this Ordinance addressed both. Councilmember Moore commended Mayor Pro Tem Rounds for his persistence in pursuing this issue.

#### **COUNCILMEMBER REQUESTED ITEM**

10. Renaming of the Neighborhood Center in Honor of Gus Velasco

**Recommendation:** That the City Council approve renaming the Neighborhood Center as the "Gus Velasco Neighborhood Center", and direct staff to incorporate the new name into the design of the signage for the renovated facility.

Councilmember González moved the approval of Items 10 and 11; Councilmember Trujillo seconded the motion, which carried unanimously.

#### **FINAL PAYMENT**

11. Rosecrans Avenue & Valley View Avenue Street Improvements

**Recommendation:** That the City Council approve the Final Progress Payment (less 10% Retention) to Sully Miller Contracting Company of Brea, California, in the amount of \$35,058.47 for the subject project.

#### **NEW BUSINESS**

12. <u>Designation of Voting Delegate/Alternate for the Southern California Association of Governments (SCAG) Regional Conference and General Assembly – May 5-6 – La Quinta</u>

**Recommendation:** That the City Council appoint a voting delegate or, alternatively, up to two alternate voting delegates for purposes of voting at the SCAG Regional Conference.

Mayor Serrano nominated himself as the delegate. Councilmember González moved the approval of the nomination; Mayor Pro Tem Rounds seconded the motion, which carried unanimously. No alternate was named.

13. <u>Authorization to Issue a Request for Proposals for the Construction Management Services</u> for the Valley View Grade Separation Project

**Recommendation:** That the City Council authorize the Director of Public Works to issue a Request for Proposals to provide Construction Management Services for the Valley View Avenue Grade Separation Project.

Item 13 was pulled from the agenda in order for staff to finalize the request.

14. Resolution No. 9311 - Request for Parking Restriction on Marquardt Avenue

**Recommendation:** That the City Council adopt Resolution No. 9311, which would prohibit parking of vehicles weighing over 6,000 pounds on the west side of Marquardt Avenue north of Bora Drive and implement a tow-away zone for vehicles that violate the restriction.

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

# 15. Application for Alcohol Sales Conditional Use Permit Case No. 51 Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the storage and wholesale distribution of alcoholic beverages at 10155 Painter Avenue, located in the M-2/PD Heavy Manufacturing Zone, located within the Consolidated Redevelopment Project Area. (Hong Chang Corporation/ Jay Sohn, Applicant)

**Recommendation:** That the City Council approve the application for Alcohol Sales Conditional Use Permit Case No. 51 for a period of one (1) year until May 11, 2012, subject to the listed conditions of approval contained within this staff report.

Mayor Pro Tem Rounds moved the approval of Items 15 and 16; Councilmember González seconded the motion which carried unanimously.

16. Request for Approval of a Recyclable Materials Dealer Permit for RC Metals (Angelica Montes/Applicant)

**Recommendation:** That the City Council approve the issuance of Recyclable Materials Dealer Permit No. 22 to RC Metals for an annual renewal period set to expire on June 30, 2011, subject to the conditions of approval as contained within this report.

17. Approve Artwork Concept for the El Greco Development on Burke Street

**Recommendation:** That the City Council approve the artwork concept by Dan Ho for the El Greco development at 11630 Burke Street.

Hilary Keith stated that this would be the City's 101<sup>st</sup> art piece. A presentation on the Art Concept was given by Consultant Larry Cochran. Councilmember Moore asked what the amount of the development's art fee obligation would be. The consultant stated that the obligation would be \$47,000 but, the current art project budget was \$160,000. Mayor Serrano thanked the property owner for his commitment to Santa Fe Springs.

Councilmember González moved the approval of Item 17; Councilmember Trujillo seconded the motion which carried unanimously.

#### **CLOSED SESSION**

18. <u>CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION</u> (Subdivision (a) of Section 54956.9)

Names of Cases: City v. PPF Industrial Valley View LP;
City v. Valley View Santa Fe Springs, LLC

Mayor Serrano recessed the meetings 6:33pm for Closed Session Items 5 and 18.

Mayor Serrano reconvened the meetings at 7:29pm.

Steve Skolnik stated that there were no reportable actions as a result of the Closed Session.

#### 19. **INVOCATION**

Mayor Pro Tem Rounds gave the invocation.

#### 20. PLEDGE OF ALLEGIANCE

Colors were posted and the Pledge of Allegiance was led by Cub Scout Pack #553.

#### INTRODUCTIONS

- 21. Members of the Youth Leadership Committee introduced themselves.
- 22. Mayor Serrano introduced Dan Stepanian of CR&R Waste and Recycling Services and Wendy Meador of Tangram Interiors.

#### 23. ANNOUNCEMENTS

Mayor Serrano called on Carole Joseph for community announcements.

Mayor Serrano announced that Councilmember González celebrated his 50<sup>th</sup> birthday on April 10. Happy Birthday was sung to Councilmember González and cake was served to all.

#### **PRESENTATIONS**

24. Proclaiming April 22, 2011, as "Earth Day"

Recommendation: That the City Council proclaim April 22, 2011, as "Earth Day" in SFS.

Mayor Serrano called on Management Assistant Wayne Bergeron to assist with the presentation. The Deputy City Clerk read the proclamation. Mayor Serrano presented the proclamation to Cub Scout Pack #553.

25. <u>Proclaiming April 2011 as Sexual Assault Awareness Month and April 27, 2011, as "Denim Day"</u>

**Recommendation:** That the City Council proclaim April 2011 as Sexual Assault Awareness Month and April 27, 2011, as "Denim Day" in Santa Fe Springs.

Mayor Serrano called on Dino Torres. Mr. Torres called on Lead Public Safety Officer Cee Del Toro to assist with the presentation. The Deputy City Clerk read the proclamation. Mayor Serrano presented the proclamation to Ms. Del Toro. Councilmember Moore asked about the City's Sexual Harassment Prevention training policy. Thaddeus McCormack stated that all employees are required to attend training every two years.

#### 26. Proclaiming April 29, 2011, as "Arbor Day"

**Recommendation:** That the City Council proclaim April 29, 2011, as Arbor Day in Santa Fe Springs.

Don Jensen reported that a tree would be planted at Jersey Elementary School on April 29 to commemorate Arbor Day and reminded the Council that there presence is encouraged. The Deputy City Clerk read the proclamation. Mayor Serrano presented the proclamation to

the Beautification Committee. Councilmember Moore commended the Beautification Committee and Don Jensen for the City's tree maintenance program.

#### 27. Presentation to Nickie Stradley in Recognition of 33 Years of Volunteer Service

Mayor Serrano called on Management Assistant Wayne Bergeron to assist with the presentation. Mayor Serrano presented a plaque to Nickie Stradley.

## 28. <u>Presentation to Raquel Cabral in Recognition of Outstanding Athletic and Academic</u> Achievements

Mayor Serrano called on Management Assistant Wayne Bergeron to assist with the presentation. Mr. Bergeron introduced SFS Head Gymnastics Coach Shari Sanchez and Los Nietos Middle School Principal Jaclyn Cardenas who both commented on Raquel's accomplishments. The Mayor presented a plaque to Raquel Cabral.

#### 29. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember González appointed Angelica Miranda to the Family and Human Services Advisory Committee.

#### 30. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 8:02pm.

David Burwell, 11732 Nova Street, SFS, spoke about the Pete Vallejo Memorial Scholorship. Their goal is to award two scholarships this year to Santa Fe High seniors to attend the Rio Hondo Fire Academy. A fundraiser is being held on Sunday, May 1, at the Brea Improv. Tickets are available by pre-sale only. Donations can be made to the SFS Fire Dept. Mayor Serrano closed Oral Communications at 8:05pm.

#### 31. EXECUTIVE TEAM REPORTS

Dino Torres reported that the "Every 15 Minutes" program held at Santa Fe High School on April 13 and 14 in conjunction with the City, Whittier Police Dept., Cal. Highway Patrol, and SFS Fire Dept. was a huge success. A presentation will be given at an upcoming Council meeting. Councilmember Trujillo stated that she was deeply moved by the event and commended all the staff involved in putting on the event.

Councilmember Moore inquired as to the status of his request at the last Council meeting to bring a recommendation to the Council regarding a policy addressing Annual Employee Evaluations. He stated that the program should have employee input. He added that Human Resources should evaluate the City Manager on an annual basis as well. Councilmember González stated that this was already addressed in the City Manager's contract. Thaddeus McCormack stated that there is a document and a process for evaluating employees which may need revising. Once these items are completed, the policy can be brought to Council for approval. Mr. McCormack stated that he has discussed this with Dept. Heads and they are working toward bringing a recommendation to the Council as soon as possible.

Steve Skolnik recommended getting the approval of the City's labor attorney as well. Mayor

32.	ADJOURNMENT		
	Mayor Serrano adjourned the meetings in memory of long-time resident Edelberto Sandova at 8:15 p.m.		
	Joseph D. Serrano, Sr. Mayor		
	ATTEST:		

Date

Serrano concurred with the urgent need to implement this policy.

Anita Jimenez, Deputy City Clerk

#### City of Santa Fe Springs

Community Development Commission

May 11, 2011

#### **NEW BUSINESS**

Request for Assistance by and Agreement with Tom's Truck Center, Inc., dba Carmenita Truck Center Regarding Construction and Use of Electronic Readerboard Sign

Consideration of a request for financial assistance involving the construction and use of a new electronic readerboard sign and adoption of Resolution No. 261-2011 making findings relative to the use of Community Development Commission funds for this assistance.

#### RECOMMENDATION

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

- Approve Resolution No. 261-2011 which makes findings relative to providing financial assistance to Tom's Truck Center, Inc., dba Carmenita Truck Center for the construction and use of a new electronic readerboard sign at 13443 Freeway Drive;
- 2. Approve the use of CDC funds to assist in the cost to construct and install the proposed electronic readerboard sign and approve an appropriation from Community Development Commission funds in an amount not to exceed 75% of the total cost or \$320,000, whichever is less;
- Authorize the Executive Director to effectuate the provisions of Resolution No. 261-2011 and execute the attached Agreement.

#### **BACKGROUND**

Last year, Tom's Truck Center, Inc., acquired Carmenita Truck Center at 13443 Freeway Drive and is keeping the established dealership name. As part of the reconstruction of the property resulting, in part, from the I-5 Freeway Widening Project, the dealership owner has proposed to undertake a comprehensive sign program upgrade that includes a new electronic readerboard sign. Similar to CDC assistance granted in 2008 for another vehicle sales dealership alongside the I-5 Freeway corridor, Carmenita Truck Center is requesting financial assistance toward the cost of constructing and installing the new electronic readerboard sign. Carmenita Truck Center contends that a new readerboard sign will both offset reduced dealership visibility caused by freeway reconstruction improvements and improve advertising outreach, thereby leading to improved vehicles sales. Carmenita Truck Center feels that the new readerboard sign is particularly needed now to both reveal the revitalized dealership and help bolster sales during the ongoing economic slowdown.

Carmenita Truck Center believes that the proposed new readerboard sign will provide vivid, state-of-the-art, full-screen color video capabilities needed to compensate for the reduced visibility of the dealership due to freeway reconstruction improvements. In addition, Carmenita Truck Center contends that the new readerboard sign is similar to electronic signs already used by its competitors;

#### City of Santa Fe Springs

Community Development Commission

May 11, 2011

consequently, the proposed new readerboard sign will allow Carmenita Truck Center to enjoy the advertising advantage its competitors already have.

The CDC will note that the Carmenita Truck Center dealership is approximately 7 acres in area, with the possibility of expanding to eight acres upon completion of the I-5 Freeway Widening Project. The dealership property, while not itself located within the Consolidated Redevelopment Project area, is located alongside the I-5 Freeway corridor which is within the CRP. The new readerboard sign, while proposed to be located on property technically outside of the redevelopment project area, will serve the dealership that adjoins and benefits the redevelopment project area.

#### PROPOSED SIGN

Carmenita Truck Center is proposing to install a new readerboard sign that will be 57'5" in overall height and feature a 14' x 30' full-color digital display. This new sign is proposed to be located further south of the Carmenita Road overpass, allowing for the sign to be much more visible to both northbound and southbound freeway travelers.

In addition to the new readerboard sign, Carmenita Truck Center is proposing a new, comprehensive sign program that more attractively and effectively coordinates dealer and brand name signs.

#### ZONING CONSIDERATIONS

Carmenita Truck Center is located on property within the Freeway Overlay Zone. Zoning Ordinance Section 155.380 (G)(2) regarding freestanding signs within the Freeway Overlay Zone district provides that an electronic readerboard sign is a permitted use for automobile, truck, and RV sales and leasing activities.

#### FISCAL IMPACT

Providing financial assistance to help offset the cost of the proposed new electronic readerboard sign will require an appropriation of Community Development Commission funds in an amount not to exceed \$320,000. It is noted that the Community Development Commission has sufficient undesignated funds for economic development purposes, and that said financial assistance will benefit the project area by enhancing economic development.

Thaddeus McCormack

City Manager

Paul R. Ashworth Executive Director

Attachment(s)

Resolution No. 261-2011

Agreement between Tom's Truck Center, Inc, dba Carmenita Truck Center and CDC Site Plan and Sign Renderings

#### RESOLUTION NO. 261-2011

# A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING AN AGREEMENT WITH TOM'S TRUCK CENTER, INC., dba CARMENITA TRUCK CENTER

WHEREAS, Tom's Truck Center, Inc., dba Carmenita Truck Center ("TTC/CTC") owns and operates a commercial truck sales and leasing dealership in the City of Santa Fe Springs and adjacent to the Consolidated Redevelopment Project Area; and

WHEREAS, TTC/CTC is a substantial generator of sales tax revenue to the City, and the continuing economic vitality of TTC/CTC is important to the City's continuing ability to fund essential services and to the continuing success of redevelopment activities in the adjacent Consolidated Project Area; and

WHEREAS, TTC/CTC intends to install a new electronic "readerboard" sign as part of a comprehensive sign program for the dealership, as described in the agreement attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the installation of such new sign is likely to contribute to TTC/CTC's continuing economic vitality; and

WHEREAS, pursuant to the Agreement, the Community Development Commission is purchasing from TTC/CTC the right to use the readerboard sign for civic, community, and redevelopment purposes,

NOW, THEREFORE, THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

- <u>Section 1:</u> The Community Development Commission hereby adopts each of the findings set forth above.
- <u>Section 2:</u> The Community Development Commission approves the Agreement, for the purposes described therein and set forth above.
- Section 3: The Executive Director is authorized and directed to execute the Agreement on the Commission's behalf, in order to effectuate the provisions of this Resolution.

Section 4: The Commission Secretary shall certify to the adoption of this Resolution.
PASSED, APPROVED AND ADOPTED this day of, 2011.
Chairperson Serrano
ATTEST:
Commission Attorney

# AGREEMENT BY AND BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS AND

TOM'S TRUCK CENTER, INC. dba CARMENITA TRUCK CENTER REGARDING CONSTRUCTION AND USE OF READERBOARD SIGN

This Agreement is made and entered into as of	_, 2011,
by and between the Community Development Commission of the City of S	anta Fe
Springs ("Commission") and Tom's Truck Center, Inc, dba Carmenita Truck	Center
("TTC/CTC").	

#### RECITALS

- A. TTC/CTC operates its business on property in the City of Santa Fe Springs (the "City"), commonly known as 13443 Freeway Drive (the "Property").
- B. TTC/CTC is among the highest producers of sales tax revenue in the City; as such, the continuing vitality of TTC/CTC's vehicle sales is significant to the City and to its residents.
- C. TTC/CTC has determined, and the Commission agrees, that the construction of a new electronic "Readerboard" sign (the "Sign") at the Property would help to maximize TTC/CTC's sales, and would also provide a forum for the displaying of messages, generated by the City and Commission, which would benefit the City, its residents, and its Redevelopment Project Areas.

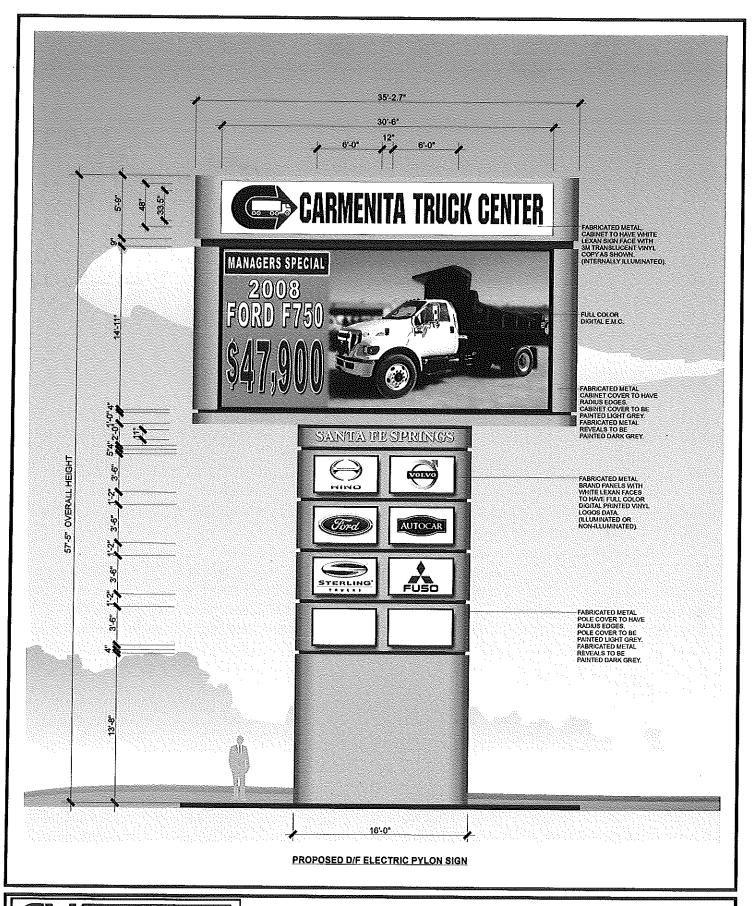
Based on the Recitals set forth above and in consideration of the mutual promises set forth below, the parties agree as follows:

- 1. TTC/CTC shall construct the Sign, in the size, design, manner, and location as depicted and described in the exhibits attached hereto, which exhibits are incorporated by reference herein.
- 2. Within 15 days after the latter of (i) the issuance of a Certificate of Completion for the construction of the Sign and (ii) receipt by Commission of satisfactory proof of the amount expended by TTC/CTC to construct the Sign, Commission will pay to TTC/CTC an amount equal to 75% of such amount expended by TTC/CTC, with Commission's obligation capped at \$320,000.
- 3. In constructing the Sign, TTC/CTC shall comply with all applicable laws, regulations and permits, including the "prevailing wage laws" of the state of California, which apply to this project due to the expenditure of public funds.
- 4. For the life of the Sign or a maximum of 10 years, the CDC shall be entitled to receive 25% of the message board time, for any public purpose.

- 5. For the life of the Sign or a maximum of 10 years, TTC/CTC shall not display or permit any messages which do not relate directly to the sale or leasing of commercial truck or utility vehicles and related parts, services, and accessories at the Property.
- 6. Neither the Commission nor the City shall have any responsibility for the expenses of operating or maintaining the Sign.
- 7. Should TTC/CTC fail to obtain a Certificate of Completion for the Sign by then the Commission's obligations pursuant to this Agreement will terminate.
- 8. TTC/CTC's commitment to remain in business at the Property for at least 10 years from the date of this Agreement is a material condition precedent to Commission's willingness to contribute to the cost of the Sign. Accordingly, should TTC/CTC cease business operations at the Property (for a period of at least 30 consecutive days) at any time within such 10 year period, then TTC/CTC shall repay to Commission a portion of the amount of assistance provided by Commission pursuant hereto. Each full year during which TTC/CTC remains in business at the Property shall reduce TTC/CTC's repayment obligation by 10%, such that the repayment obligation will cease in its entirety if TTC/CTC remains in business at the Property for the full 10-year period.
- 10. The provisions of this Agreement shall be binding upon TTC/CTC's successors-in-interest.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above.

Community Development Commission of the City of Santa Fe Springs	Tom's Truck Center, Inc., dba Carmenita Truck Center
Paul Ashworth, Executive Director	K.C. Heidler, President





## PLEASE REFER TO 4A

**NEW BUSINESS** 

Request for Approval to Renew an Agreement with the City of Downey Establishing Access to a Library Automation System

RECOMMENDATION

That the City Council approve a one-year agreement with the City of Downey for the continuance of a Consortium for Automated Library Management and to provide access to an Integrated Library System.

#### **BACKGROUND**

The Downey City Library has provided an Integrated Library System to the Santa Fe Springs City Library since 1981. Through this agreement Downey maintains and provides access to an online library catalog. This Integrated Library System includes a catalog of all the Library's holdings, and proprietary databases accessible from the library or through the internet, as well as administration, cataloging, acquisitions, and a serials module.

The attached agreement contains no major changes and will allow the City of Santa Fe Springs to continue to adapt to changes in technology.

FISCAL IMPACT

The fiscal impact of continuing this agreement for the 2011/2012 Fiscal Year is approximately \$45,516.96. This cost has been identified in the Library and Cultural Services budget.

**INFRASTRUCTURE IMPACT** 

No impact.

Thaddeus McCormack

City Manager

Attachment

Service Agreement between the City of Downey and the City of Santa Fe Springs

Report Submitted By: Hilary Keith

Director of Library and Cultural Services

Date of Report: May 4, 2011

# SERVICE AGREEMENT BETWEEN THE CITY OF DOWNEY AND THE CITY OF SANTA FE SPRINGS

July 1, 2011

# AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF DOWNEY AND THE CITY OF SANTA FE SPRINGS

#### TABLE OF CONTENTS

	TABLE OF CONTENTS	-
		<u>Page</u>
Section 1	Term of Agreement	1
Section 2	Scope of Services.	1
Section 3	Communications	1
Section 4	Additional Services	1
Section 5	Compensation and Method of Payment	2
Section 6	Standards of Performance	2
Section 7	Indemnification	3
Section 8	Continuity of Personnel	3
Section 9	Termination of Agreement	3
Section 10	Cooperation by City of Santa Fe Springs	4
Section 11	Notices	5
Section 12	Authority to Execute	5
Section 13	Binding Effect.	5
Section 14	Modification of Agreement	6
Section 15	Waiver	6
Section 16	Law to Govern; Venue	6
Section 17	Entire Agreement.	6
Section 18	Severability	6
	EXHIBITS	
Exhibit "A"	Scope of Services	A-1
Exhibit "B"	Cost Allocation Formula	B-1

This AGREEMENT for Automated Library Management Between The City of DOWNEY and The City of SANTA FE SPRINGS, is made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_2011, by and between the City of DOWNEY, a municipal corporation ("DOWNEY") and the City of SANTA FE SPRINGS, a municipal corporation ("SANTA FE SPRINGS"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### SECTION 1. TERM OF AGREEMENT

Subject to the provision of Section 9 "Termination of AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written AGREEMENT of both parties to this AGREEMENT.

#### SECTION 2. SCOPE OF SERVICES.

To facilitate the performance of the services set forth in Exhibit "A", "Scope of Services" and made part of this agreement, Downey has established the Consortium for Automated Library Management.

#### SECTION 3. COMMUNICATION.

- a. Santa Fe Springs City Library shall maintain equipment to communicate with Downey City Library, including, but not limited to: telephone, facsimile transmission, and e-mail.
- b. Staff from Downey City Library and Santa Fe Springs City Library shall meet on a regular basis to determine standards of practice that will be used by member libraries in maintaining and updating the automated library system's patron and bibliographic databases. Scheduling of the meetings will be mutually determined by the member libraries.

#### SECTION 4. ADDITIONAL SERVICES.

DOWNEY shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in Exhibit "A" "Scope of Services", unless such additional services are authorized in advance and in writing by the City Council or City Manager of SANTA FE SPRINGS. DOWNEY shall be compensated for any such additional services in the amounts and in the manner agreed to in writing by the City Council or City Manager.

#### SECTION 5. COMPENSATION AND METHOD OF PAYMENT.

- a. Subject to any limitations set forth in this AGREEMENT, SANTA FE SPRINGS agrees to pay DOWNEY according to the cost allocation formula specified in Exhibit "B" "Cost Allocation Formula" and made a part of this AGREEMENT.
- b. Semi-annually each Fiscal Year, in July and January, DOWNEY shall furnish to SANTA FE SPRINGS an invoice for services. The invoice shall include operational expenses for personnel as well as supplies and services, plus an annual contingency fee. SANTA FE SPRINGS shall independently review each invoice submitted by DOWNEY to determine whether the costs are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (d). In the event any charges or expenses are disputed by SANTA FE SPRINGS, the original invoice shall be returned within thirty (30) days of receipt by SANTA FE SPRINGS to DOWNEY for correction and resubmission. In addition to the operational expenses, SANTA FE SPRINGS shall pay the installation and line charges imposed thereon by the telephone company for extending its respective lines and services to the central computer site; charges shall be paid directly to the telephone company.
- c. SANTA FE SPRINGS shall develop its own mechanism to establish an equipment replacement fund, based on an anticipated 3-year replacement cycle. SANTA FE SPRINGS shall pay a Capital Fee for all new system capital expenses. As additional Capital Items are acquired, including but not limited to hardware, software, telecommunications network, furniture and fixtures, DOWNEY shall furnish to SANTA FE SPRINGS an invoice following installation. SANTA FE SPRINGS shall independently review each invoice submitted by DOWNEY to determine whether the costs are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (d). In the event any charges or expenses are disputed by SANTA FE SPRINGS, the original invoice shall be returned within thirty (30) days of receipt by SANTA FE SPRINGS to DOWNEY for correction and resubmission.
- d. Except as to any costs incurred by DOWNEY which are disputed by SANTA FE SPRINGS, SANTA FE SPRINGS will use its best efforts to cause DOWNEY to be paid within thirty (30) days of receipt of DOWNEY'S invoice.

#### SECTION 6. STANDARDS OF PERFORMANCE.

a. DOWNEY represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. DOWNEY shall

at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, DOWNEY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of DOWNEY under this AGREEMENT.

b. SANTA FE SPRINGS agrees to provide and maintain accurate bibliographic, item, and patron records on the central server in accordance with accepted professional library standards and practices. SANTA FE SPRINGS shall be responsible for all such information and for maintaining it and shall cause changes to be sent to the central server. In the event any damage is caused or delay in response is caused by the inaccuracy of such information provided by SANTA FE SPRINGS or its failure to supply changes, SANTA FE SPRINGS shall be responsible for any damage or delay caused thereby. SANTA FE SPRINGS shall retain ownership to all data provided and have the right to extract using standard utilities provided by the vendor.

#### SECTION 7. INDEMNIFICATION.

Except where otherwise indicated, SANTA FE SPRINGS and DOWNEY shall mutually indemnify and hold harmless each other City, it's employees, agents and officials as to any loss or damage arising out of the parties acts or omissions with respect to this AGREEMENT, to the extent that such loss or damage is caused by the negligent act or omission of a City, or any of it's employees, agents or officials.

#### SECTION 8. CONTINUITY OF PERSONNEL.

DOWNEY shall make every reasonable effort to maintain the stability and continuity of DOWNEY'S staff assigned to perform the services required under this AGREEMENT. DOWNEY shall notify SANTA FE SPRINGS of any changes in DOWNEY'S staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

#### SECTION 9. TERMINATION OF AGREEMENT.

- a. This AGREEMENT shall terminate June 30, 2012 unless sooner terminated by mutual AGREEMENT of both parties. Notwithstanding the foregoing, either party may terminate this AGREEMENT, with or without cause, on or before July 1<sup>st</sup> of any year by giving one (1) year written notice of termination of notice to the other party. Such termination shall become effective one year later, on July 1<sup>st</sup>.
- b. Upon termination of this AGREEMENT by either DOWNEY or SANTA FE SPRINGS, all property belonging exclusively to SANTA FE SPRINGS which is in DOWNEY'S possession shall be returned to SANTA FE SPRINGS. DOWNEY shall furnish to SANTA FE SPRINGS a final invoice for work performed and expenses incurred by DOWNEY, prepared as set forth in Section 5 of this AGREEMENT.

This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT. All peripheral devices purchased for SANTA FE SPRINGS shall be the property of SANTA FE SPRINGS. All remaining equipment is the property of DOWNEY.

#### SECTION 10. COOPERATION BY CITY OF SANTA FE SPRINGS.

- a. SANTA FE SPRINGS shall provide a secure communication equipment room, according to vendor specifications, in a properly vented and dust-free environment. Equipment shall be readily accessible to DOWNEY. All public information, data, reports, records, and maps as are existing and available to SANTA FE SPRINGS as public records, and which are necessary for carrying out the work, shall be furnished to DOWNEY in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.
- b. SANTA FE SPRINGS shall inform CALM staff, by any of the communications methods listed in Section 3, of any equipment at Santa Fe Springs that is moved so that DOWNEY may update this information on any of the above-mentioned records as necessary.
- c. SANTA FE SPRINGS may purchase and install additional terminals, computers, network devices, and other necessary equipment and peripherals, provided that SANTA FE SPRINGS pay for all such additional equipment and that no ongoing costs or personnel burdens shall be placed on DOWNEY and that the equipment is compatible with all DOWNEY equipment and the local and wide area network. DOWNEY will invoice SANTA FE SPRINGS for additional equipment purchased.
- d. All installation, maintenance, and repair orders for any telecommunications, computers, network equipment and/or other peripheral equipment and software shall be directed through DOWNEY. DOWNEY shall be responsible for maintenance of only approved, vendor supported and maintained equipment. Non-approved equipment or equipment under separate maintenance agreements will be the responsibility of SANTA FE SPRINGS, and shall be compatible with all vendor supplied equipment.
- e. SANTA FE SPRINGS shall allow for scheduled downtime for preventive maintenance of the central servers, network equipment, and local equipment.
- f. SANTA FE SPRINGS shall assist in the training of the new staff. SANTA FE SPRINGS may request assistance from CALM staff for such training, if needed. SANTA FE SPRINGS shall respect the integrity of DOWNEY'S records, and maintain the confidentiality of the system access command sequence and passwords. SANTA FE SPRINGS staff shall assist with remote troubleshooting with direction from CALM staff.

g. SANTA FE SPRINGS shall respect network integrity, passwords, and software. In the event that any damage to any network servers or equipment or delay in response is caused by SANTA FE SPRINGS, SANTA FE SPRINGS shall be responsible for any damage or delay caused thereby.

#### SECTION 11. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by facsimile transmission or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Downey:

City Manager, City of Downey

11111 Brookshire Avenue

Downey, CA 90241 Tel: (562) 904-72

Tel: (562) 904-7284 Fax: (562) 923-6388

To Santa Fe Springs:

City Manager, City of Santa Fe Springs

11710 Telegraph Road

Santa Fe Springs, CA 90670

Tel: (562) 868-0511

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

#### SECTION 12. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of DOWNEY and SANTA FE SPRINGS warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind DOWNEY and SANTA FE SPRINGS to the performance of its obligations hereunder.

#### SECTION 13. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

#### SECTION 14. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by DOWNEY and by SANTA FE SPRINGS. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### SECTION 15. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party or any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

#### SECTION 16. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

#### SECTION 17. ENTIRE AGREEMENT.

This AGREEMENT, including the attached Exhibits "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other AGREEMENTS or understanding, whether oral or written, or entered into between DOWNEY and SANTA FE SPRINGS prior to the execution of this AGREEMENT. No statements, representations or other AGREEMENTS, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

#### SECTION 18. SEVERABILITY.

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby, and the AGREEMENT shall be read and construed without the invalid void or unenforceable provision(s).

In Witness Whereof, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

## 

#### **EXHBIT "A"**

#### SCOPE OF SERVICES

DOWNEY shall provide to SANTA FE SPRINGS access to a library automation system to be maintained and operated by DOWNEY. Access to the system will be through system software and communication hardware and software in a facility to be located in and operated by DOWNEY, under the direct supervision of DOWNEY. A library automation system is defined as the central site hardware, servers, operating systems, telecommunications devices, peripheral equipment and programs purchased and/or leased from selected vendors of library automation systems which provide at least the following functionality: Circulation, Cataloging, Acquisitions, Serial Control, Bibliographic and Authority Control, Public Access Online Catalog, and any other features and function which may be added. The DOWNEY City Library will manage and operate the central site equipment according to vendor specifications, will provide continuing training on software, and will provide for and ensure ongoing maintenance of hardware and software components of the system.

The City Manager of SANTA FE SPRINGS shall be the responsible party to coordinate SANTA FE SPRINGS' participation in this AGREEMENT; the City Manager may delegate all or part of this responsibility to SANTA FE SPRINGS Library Director. System workflow and priorities will be determined by the CALM System Manager under the direction of the Library Director of Downey. Input from the Library Director of SANTA FE SPRINGS is encouraged to help establish operational policies and procedures that best serve the needs of CALM member libraries. In the event it is necessary in an emergency to change operational procedures, then the procedure shall be determined by the Library Director of DOWNEY. DOWNEY shall keep an accurate account of all fees received and expenses paid therefrom in accordance with the accounting practices of DOWNEY, SANTA FE SPRINGS shall have the right to inspect such accounting records during normal business hours of DOWNEY.

The annual operations costs of the library automation system shall include personnel costs, office and system supplies, professional publications, building rental, equipment and software maintenance, utility bills, travel, conference and meeting expenses, professional and technical fees, fiscal agent fees, contingency fees and any other costs determined to be necessary to provide access to the Library Automation System as set forth in this Agreement. These costs will be used in determining the annual operations fees.

#### **EXHIBIT "B"**

#### COST ALLOCATION FORMULA

The cost allocation formula for the Consortium for Automated Library Management, CALM, (which currently consists of DOWNEY and SANTA FE SPRINGS) shall be calculated as follows: total cost for the year, divided by the total number of nodes in use by the member libraries equals the cost per node; the cost per node times the number of nodes in use in each City equals the total cost of each City. (A port dedicated to one City, but not shared by the Consortium, is defined to be the same as a node for purposes of the cost allocation formula).

This formula was selected because it is based on a measure of utilization of system resources, and to recover the purchase (one time) and operating (ongoing) costs of the system.

This formula can be applied to all categories of expenses. The cost per node method allocates system costs based on the incremental division of costs by the total number of installed online interactive nodes supported by the system and its network. The per node increment allows costs to be fixed and apportioned equally among system users and is intended to recover all costs. As ongoing costs increase, the unit can be incremented. If an additional City (or Cities) join CALM, they shall pay an initial entry fee to be determined by DOWNEY and their nodes shall be added to those of DOWNEY and SANTA FE SPRINGS to determine a new cost per node for payment of operations costs for the system.

The annual Fees shall be tentatively determined by DOWNEY in March of each year for the next July 1 to June 30 fiscal year, with confirmation after the formal adoption of the budget in June of each year. Any total increase in operations fee greater than 15% must be approved in advance by SANTA FE SPRINGS.

#### City of Santa Fe Springs

City Council Meeting

May 11, 2011

#### **NEW BUSINESS**

Resolution No. 9315 - Appointment of City's Assistant City Treasurer

#### RECOMMENDATION

That the City Council adopt Resolution No. 9315 appointing Travis Hickey, Assistant Director of Finance and Administrative Services, to the position of Assistant City Treasurer for the City, Community Development Commission, Public Finance Authority, Water Utility Authority, and any other related City entity.

#### **BACKGROUND**

California Government Code Section 53607 requires that the City formally appoint those individuals acting in the treasury capacity on an annual basis. On January 13, 2011, the City Council reappointed Paul J. Martinez (Director of Purchasing) to serve as interim Assistant City Treasurer. Mr. Martinez has been serving in this capacity since the retirement of Terri Bui in early 2010. It was anticipated that once the position of Assistant Director of Finance and Administrative Services was filled, that person would assume the position of Assistant City Treasurer on a permanent basis. Travis Hickey assumed this position and commenced employment with the City on May 2, 2011. Mr. Hickey is a licensed California CPA with over 13 years experience providing auditing and accounting services to California cities, redevelopment agencies, and other related municipal entities.

This action will appoint Mr. Hickey to services in the same capacity for the Community Development Commission, the Public Finance Authority, the Water Utility Authority, and any other related City entity that has this position as an established officer.

Thaddeus McCormack

City Manager

Attachment

Resolution No. 9315

Report Submitted By: Jose Gomez

Finance and Administrative Services

Date of Report: May 4, 2011

#### RESOLUTION NO. 9315

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPOINTING AN ASSISTANT CITY TREASURER

In accordance with California Government Code Section 53607, the City Council hereby appoints Travis Hickey to act as Assistant City Treasurer.

PASSED and ADOPTED this 11<sup>th</sup> day of May 2011.

	Joseph D. Serrano Sr., Mayor
TTEST:	
Deputy City Clerk	

### City of Santa Fe Springs

City Council Meeting

May 11, 2011

### **NEW BUSINESS**

Resolution No. 9613 - Approval of Cooperative Agreement with the County of Los Angeles for the Roadway Improvements on Imperial Highway from Shoemaker Avenue to Duffield Avenue

### RECOMMENDATION

That the City Council take the following actions:

- Adopt Resolution No. 9613 consenting to the establishment of Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue as part of the system of highways of the County of Los Angeles for the duration of the project; and
- 2. Approve the Cooperative Agreement with the County of Los Angeles for the Roadway Improvements on Imperial Highway from Shoemaker Avenue to Duffield Avenue.

### **BACKGROUND**

The County of Los Angeles (County) has prepared plans for roadway improvements on Imperial Highway from Shoemaker Avenue to Duffield Avenue. Staff has reviewed and approved the plans. The project includes the reconstruction of damaged curb, gutter, sidewalk, driveway approaches and curb ramps, as well as striping, pavement rehabilitation and median landscaping.

To facilitate the project, it will be necessary for the City to consent to include Imperial Highway as part of the system of highways of the County of Los Angeles so that roadway resurfacing and improvements can be completed within the City boundary. The City remains owner of the street.

The County has prepared a Cooperative Agreement which provides for the County to perform preliminary engineering and administer the construction of the project with the City and County to finance their respective shares of the project cost.

The estimated project cost is \$2,055,800, with the City's share being \$275,500. Staff is not recommending appropriation of any funding at this time to cover the City's share at this time; however staff recommends approval of the Cooperative Agreement to commit the City to the project. Staff anticipates requesting appropriation at a future Council meeting since staff is proposing to use STPL funding to cover a portion of the City's share of the project cost. County staff is currently drafting another Cooperative Agreement for the City to use STPL funding, approximately \$100,000. The remaining balance will be requested from other available City funding sources.

Report Submitted By:

Don Jensen, Director Department of Public Works Date of Report: May 5, 2011

### FISCAL IMPACT

Appropriation of funding is not requested at this time. Staff anticipates requesting an appropriation at a future Council meeting after the County has prepared a Cooperative Agreement to include STPL funding to cover a portion of the City's share of the project cost.

### INFRASTRUCTURE IMPACT

This project will improve the service life and overall aesthetics of Imperial Highway.

Thaddeus McCormack

City Manager

Attachment(s):

Resolution No. 9613 Cooperative Agreement

**Location Map** 

### **RESOLUTION NO. 9613**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA CONSENTING TO THE ESTABLISHMENT OF IMPERIAL HIGHWAY FROM 1,500 FEET WESTERLY OF SHOEMAKER AVENUE TO DUFFIELD AVENUE, WHICH IS WITHIN SAID CITY, AS A PART OF THE SYSTEM OF HIGHWAYS OF THE COUNTY OF LOS ANGELES

WHEREAS, adoption of this resolution declares Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue, which is within the City of Santa Fe Springs, to be a part of the County System of Highways for the purpose of performing roadway resurfacing and other roadway improvements at the aforementioned location, as provided in Sections 1700 to 1702 inclusive of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council of the City of Santa Fe Springs gives its consent to allow the County to perform roadway improvement work on Imperial Highway from Shoemaker Avenue to Duffield Avenue (Road Work), within the City of Santa Fe Springs; and

WHEREAS, it is the intent of the County of Los Angeles Board of Supervisors to perform the Road Work, provided the consent of the governing body of the City of Santa Fe Springs shall first be given under the terms herein.

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does resolve as follows:

Section 1: Consent to Inclusion In County Highway System — This City Council does hereby consent to include Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue as part of the System of Highways of the County of Los Angeles as provided in the Sections 1700 to 1704 inclusive of the Streets and Highways Code of the State of California, for the limited purpose of performing roadway resurfacing and other roadway improvements at this location.

Section 2: <u>Indemnification</u> — That the City of Santa Fe Springs shall fully indemnify, defend, and hold the County of Los Angeles harmless in connection with any and all claims, liability, injury (as defined by Government Code Section 810.8), or damage relating to Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue that is not caused by the County of Los Angeles' Road Work.

Section 3: Roadway Maintenance – The City of Santa Fe Springs will remain the owner of Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue and remain responsible for all roadway maintenance activities on Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue prior to the start of construction by the County of Los Angeles or following the completion and field acceptance of said construction. Following completion of construction and County of

Los Angeles' field acceptance of the Road Work, the City of Santa Fe Springs accepts ownership and full responsibility for all roadway maintenance including that relating to the Road work.

Section 4: <u>Environmental Documentation</u> - The City of Santa Fe Springs does hereby consent to adopt and concurs with the environmental findings pursuant to the California Environmental Quality Act that has been adopted by the County of Los Angeles in connection with the Road Work.

Section 5: Warranty for Road Work – The County of Los Angeles will assign to the City of Santa Fe Springs all of its right, title, and interest to any unlapsed portion of a one-year warranty granted to the County of Los Angeles by the construction contractor performing the Road Work following completion of construction of the Road Work and field acceptance of said construction by the County of Los Angeles. The City of Santa Fe Springs agrees to accept said assignment as its sole remedy against the County of Los Angeles in connection with defects relating to said Road Work.

APPROVED and ADOPTED this 11th day of May 2011.

	•	
	MAYOR	
ATTEST:		
CITY CLERK	<del></del>	

### AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

### WITNESSEIH

WHEREAS, CITY and COUNTY propose to resurface the roadway pavement on Imperial Highway from Shoemaker Avenue to Duffield Avenue, including reconstruction of damaged curb, gutter, sidewalk, driveway approaches, curb ramps, and portions of existing medians and landscaping (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation and award of construction contract for PROJECT and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and cost of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Million Fifty-five Thousand Eight Hundred and 00/100 Dollars (\$2,055,800.00) with CITY'S estimated share being Two Hundred Seventy-five Thousand Five Hundred and 00/100 Dollars (\$275,500.00) and COUNTY'S estimated share being One Million Seven Hundred Eighty Thousand Three Hundred and 00/100 Dollars (\$1,780,300.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

### 1) DEFINITIONS:

- a. JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of all payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION, referred to in this as AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearances matters, and all other work necessary to construct PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

### 2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.
- b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY Two Hundred Seventy-five Thousand Five Hundred and 00/100 Dollars (\$275,500.00) to finance its estimated jurisdictional share of COST OF PROJECT (CITY'S PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon request from COUNTY'S Board of Supervisors, to consent to COUNTY'S request for jurisdiction of Imperial Highway from 1,500 feet west of Shoemaker Avenue to Duffield Avenue as part of the County System of Highways to construct the project.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for CITY-owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants

be encountered during construction of PROJECT within CITY'S JURISDICTION.

- h. To review any out of scope change orders for PROJECT within CITY'S JURISDICTION and provide written approval or other response within five (5) calendar days of presentation by COUNTY. CITY'S approval may only be withheld for good reason and in good faith. If CITY'S response is not received within said five (5) calendar days, COUNTY may proceed with change orders. CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.
- Upon completion of PROJECT to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

### 3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction blds, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- f. To furnish CITY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. Upon completion of PROJECT to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

h. To provide all out of scope change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner. If CITY'S response is not received within five (5) calendar days, COUNTY may proceed with change orders.

### 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. That if at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S deposit, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund difference to CITY without further action by CITY.
- c. That if CITY'S payment, as set forth in paragraph 4) b., above, is not delivered to COUNTY office described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unlapsed portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- h. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Don Jensen

Director of Public Works City of Santa Fe Springs 11710 Telegraph Road

Santa Fe Springs, CA 90670-3679

COUNTY: Ms. Gall Farber

Director of Public Works
County of Los Angeles
Department of Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

j. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is

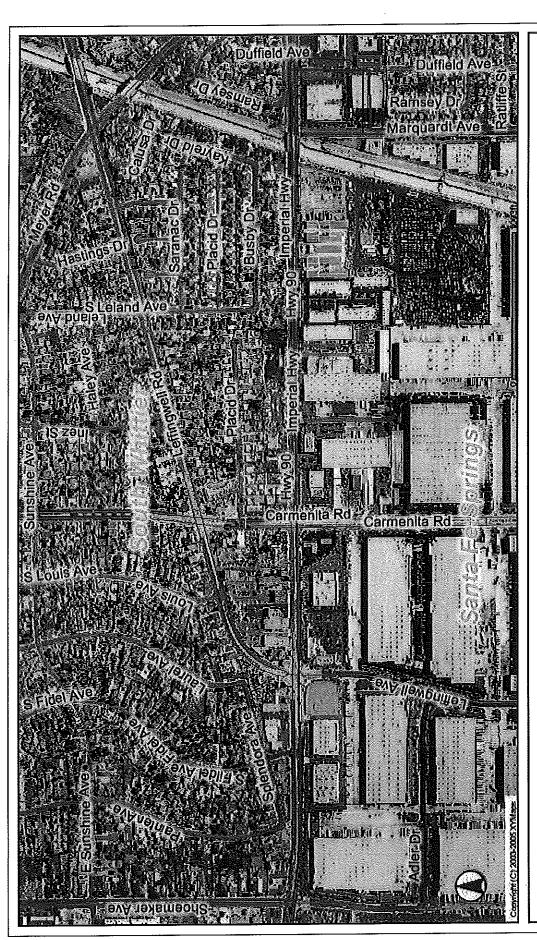
- also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or Jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnity, defend and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- I. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- m. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or

determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnity, defend and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

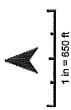
- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32080 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

be executed by their respective	parties hereto have caused this AGREEMENT of officers, duly authorized by the CITY O, 2011, and by the COUNTY O, 2011.
	COUNTY OF LOS ANGELES
	By
ATTEST:	By Mayor, County of Los Angeles
SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
ANDREA SHERIDAN ORDIN County Counsel	
By Deputy	
Deputy	CITY OF SANTA FE SPRINGS
	By Mayor
	ATTEST:
	ByCity Clerk .
	APPROVED AS TO FORM:
	ByCity Attorney

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# IMPERIAL HWY ROADWAY IMPROVEMENTS



### LOCATION MAP

### City of Santa Fe Springs

City Council Meeting

May 11, 2011

### **NEW BUSINESS**

Approval of Utility Agreement No. 7UA-12080 with the State Department of Transportation for the Alondra Boulevard/Interstate 5 Widening Project

### RECOMMENDATION

That the City Council approve Utility Agreement No. 7UA-12080 between the State Department of Transportation and City of Santa Fe Springs for the Alondra Boulevard/Interstate 5 (I-5) Freeway Widening Project and authorize the Director of Public Works to execute the Agreement.

### **BACKGROUND**

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

The Alondra Boulevard/I-5 Segment will involve the complete closure and reconstruction of the Alondra Boulevard bridge over the I-5, plus major changes in the grade of Freeway Drive and modification of other local City streets. This work will require about 1,000 feet of City waterlines to be relocated.

The Utility Agreement (UA) attached to this report was prepared by the State to formalize the State's obligation to reimburse the City of Santa Fe Springs for all utility relocation work to be done by the City. As indicated in the UA, the estimated cost of the work that needs to be done is \$944,000.

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

### **FISCAL IMPACT**

The City of Santa Fe Springs will be reimbursed up to a maximum of \$944,000 for work to be done. Should it later be determined that the final cost of the work will exceed that amount, the agreement can be amended to cover the updated cost.

### INFRASTRUCTURE IMPACT

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

Thaddeus McCormack

City Manager

Attachment(s)

Utility Agreement No. 7UA-12080

Report Submitted By:

Don Jensen, Director Department of Public Works

Date of Report: May 4, 2011

### **UTILITY AGREEMENT**

RW 13-5 (REV 4/2010)

DISTRICT	COUNTY		IROUTE .	POST MILE		EA
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FEDERAL PARTICIPATION			07 01 17 120	30		<u>,</u>
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Owner Payee Data No.	7UA-12080.	or Form ADM 20	)4 is attached.			
UTILITY AGRE	EMENT NO.	7UA-1208	0	DATE _		
The State of California, the addition of one HO' Blvd. /North Fork Coyo	V lane and one Mixed F	low lanes in each	direction, rec	onstruction of A	londra Bl	vd bridge, Alondra
and						
NAME: City Of Santa	Fe Springs					
ADDRESS: 11710 Tele	graph Road, Santa Fe S	Springs, CA 9067	0-3679			
hereinafter called "OWN 12" Water pipe on Free City of Santa Fe Spring	eway Drive and Alondra	a Blvd., From Sta	tion 112 to Sta	ition 123 (Alond	ra Blyd. A	dignment). Within the
within the limits of STAT preliminary engineering		res				

to accommodate STATE's project.

It is hereby mutually agreed that:

### I. WORK TO BE DONE

In accordance with Notice to Owner No. \_7-12080\_\_ dated \_August 30, 2010\_, OWNER shall prepare their relocation plans, Any revision to the OWNER's plan described above, after approval by the STATE, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and 13.07 - 2 (REV 7/2005) agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No redesign or additional engineering, after approval by the STATE, shall commence prior to written execution by the OWNER of the Revised Notice to Owner and may require an amendment to this Agreement in addition to the revised Notice to Owner.

### **UTILITY AGREEMENT**

RW 13-5 (REV 4/2010)

			•		
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FEDERAL PARTICIPATION	On the Project	YES A	NÖ	On the Utilitles	YES NO
Owner Payee Data No.	7UA-12080	or Form AD	M 204 Is attac	hed. 🔲	
UTILITY AGRE	EMENT NO	7UA-1	12080	DATE	• • •
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and	***	Andrew Colored St.	and the second		:
NAME: City Of Santa F	a Springs				5.5 M.T
ADDRESS: 11710 Teleg	graph Road, Santa	Fe Springs, CA	90670-3679_		1000
hereinafter called "OWN!	ER," owns and ma	ilntains ondra Blvd., Fron		o Station 123 (Alondra B	lvd. Alignment). within the
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If is hereby mutually agre	ed that:				e a magnetic

### I. WORK TO BE DONE

In accordance with Notice to Owner No. \_7-12080\_\_ dated \_August 30, 2010\_, OWNER shall prepare their relocation plans. Any revision to the OWNER's plan described above, after approval by the STATE, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and 13.07 - 2 (REV 7/2005) agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No redesign or additional engineering, after approval by the STATE, shall commence prior to written execution by the OWNER of the Revised Notice to Owner and may require an amendment to this Agreement in addition to the revised Notice to Owner.

44 14 1

### **UTILITY AGREEMENT (Cont.)**

RW 13-5 (REV 4/2010)

UTILITY AGREEMENT NO. 7UA-12080

### II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of the STATE and will be relocated at STATE expense.

### III. PERFORMANCE OF WORK

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, and permiting are to be furnished by the Utility Owner and approved by the STATE. Cost principles for determining the reasonableness and allow ability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

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

### IV. PAYMENT FOR WORK

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

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

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

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or

Joint Use Agreements as required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

### UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 4/2010)

7.

UTILITY AGREEMENT NO. 7UA-12080

### IV. PAYMENT FOR WORK

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

Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all the increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of STATE.

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

### V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of \_\_\_\_\_\_02/24/10\_\_ to review, study and/or prepare relocation plans \_\_\_\_\_\_and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this account.

Agreement.

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

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

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

### **UTILITY AGREEMENT (Cont.)**

RW 13-5 (REV 4/2010)

UTILITY AGREEMENT NO. 7UA-12080

### DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMI	ENT TO COMPLETE	UNSHAD	ED FIELD	S:		*		UT	ILITY CO	MPLETES:	
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J. J. UA								-			

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EA FUNDING VERIFIED:

Sign:>

Print: Angela Perez Telephone: (213) 897-6522

Print:>

R/W Planning and Management Date

. .::...

Distribution: 2 originals to R/W Accounting

1 original to Utility Owner 1 original to Utility File

### UTILITY AGREEMENT (Cont.)

and the appropriate

RW 13-5 (REV 4/2010)

UTILITY AGREEMENT NO. 7UA-12080

THE ESTIMATED COST TO THE STATE FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS \$944,000.00

**FUND TYPE** 

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**City Council Meeting** 

May 11, 2011

**NEW BUSINESS** 

Status Report on the Proposed Extension of the Gold Line Light Rail System

### RECOMMENDATION

That the City Council take the following actions:

- 1. Receive the presentation from staff; and
- 2. Appoint a City Council liaison to the Washington Boulevard Coalition

### **BACKGROUND**

The Los Angeles County Metropolitan Transportation Authority (Metro) is studying two alternate routes to extend the Gold Line Light Rail system from its existing terminus at Atlantic and Pomona Boulevards to cities farther east. One alternative alignment is along Washington Boulevard and the second alternate route is adjacent to State Route 60/Pomona Freeway (SR-60). (See Exhibit 1) The final EIS/EIR for both alternatives is scheduled for completion in the Spring of 2012. At that time, the Metro Board will select a preferred alternative alignment.

A parallel activity to Metro's environmental analysis of the two alternative alignments is the development of conceptual plans for the transit stations proposed for each of the alternative alignments. The Washington Boulevard alignment impacts the cities of Whittier, Santa Fe Springs, Pico Rivera, Montebello, Commerce and unincorporated Los Angeles County. Metro staff has conducted meetings and workshops to solicit input from the community and city staff to develop conceptual station designs, including a conceptual design for the proposed station located on Washington Boulevard east of Norwalk Boulevard. Attached is a map showing the existing land use adjacent to the proposed station (See Exhibit 2), as well as a conceptual plan for the transit station (See Exhibit 3). The Washington Boulevard light rail system is proposed to be at-grade in the City of Santa Fe Springs running along the centerline of the Washington Boulevard corridor. The proposed transit station is also proposed to be at-grade along the center of the street. Photos showing a similar type of station along the Gold Line are attached (See Exhibit 4).

It is important to point out that in addition to the anticipated positive transportation-related and economic development impacts of a light rail system within the City, the City Council will be asked to review and take a position on other potential impacts. These potential impacts include but are not limited to: business disruptions during construction, reduced vehicle capacity, removal and/or restriction of on-street parking, elimination of turning movements/pockets, and the possibility of having to widen Washington Boulevard to accommodate both the light rail system and vehicular traffic.

Report Submitted By:

Don Jensen, Director Department of Public Work

Date of Report: May 4, 2011

### WASHINGTON BOULEVARD COALITION

The Washington Boulevard Coalition (consisting of the Cities of Commerce, Pico Rivera, Santa Fe Springs and Whittler) and the Gateway Council of Governments (GCOG) have received funding from the Southern California Association of Governments (SCAG) to study relevant opportunities and constraints of the proposed Washington Boulevard alignment. The study will include both analyses of specific transit nodes along the corridor as well as the overall influence of a light rail alignment on the region. The study will also review the development opportunities around each of the six proposed transit stations (SR60/Garfleld Avenue, Garfield Avenue/Whittier Boulevard, Washington Boulevard/Greenwood Avenue, Washington Boulevard/Rosemead Boulevard, Washington Boulevard/Norwalk Boulevard, and the Washington Boulevard/Lambert Road terminus station. The study will supplement Metro's environmental analysis of the Washington Boulevard alignment by demonstrating the local and regional benefits of reduced vehicles miles traveled, reduced emissions, increased transit ridership, economic development and community cohesiveness.

The Washington Boulevard Coalition Working Group includes elected official liaisons from each of the coalition cities. It is anticipated that Coalition members will develop a consensus advocacy strategy in support of selecting the Washington Boulevard alignment as the preferred strategy based on the study results.

The Washington Boulevard Coalition study is scheduled to be completed in the Fall of 2011. The project cost is approximately \$120,000 and will be paid entirely by a SCAG grant.

### FISCAL IMPACT

No fiscal impact has been identified for participation in the Washington Boulevard Coalition.

### **INFRASTRUCTURE IMPACT**

The Washington Boulevard Alternative EIS/EIR, as well as the Washington Boulevard Coalition Project study, will provide more detailed information regarding the impact on the existing infrastructure on Washington Boulevard, particularly regarding the proposed light rail transit station east of Norwalk Boulevard.

Thaddeus McCormack

City Manager

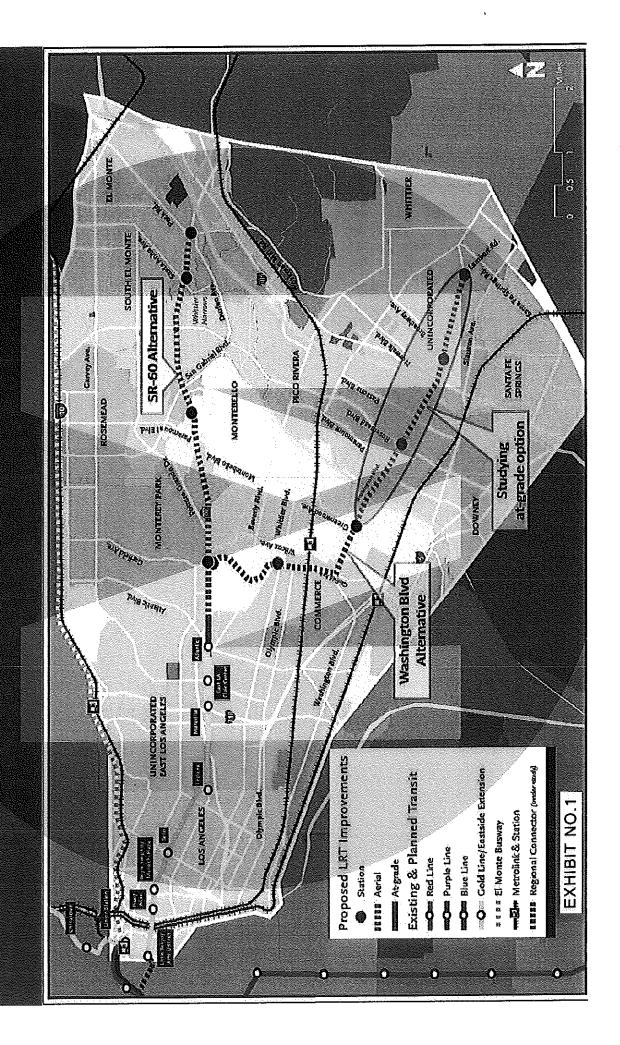
Attachment(s): Exhibits 1 - 4

Report Submitted By:

Don Jensen, Director Department of Public Works

Date of Report: May 4, 2011

# Washington Blvd. LRT Alternative



# Norwalk Station – Landuse Context

THE LAND USE DIAGRAM SHOWS A GOOD MIX OF DENSITY RESIDENTIAL HIGH DENSITY RESIDENTICOMMERCIAL AND INSTITUTIONAL USES. MIXED USES RIVER FREEWAY **EXHIBIT NO.2** ACH DENSITY RESIDENTAL 🎆 13/8/8/NVS . 508 LOW SENSITY RESIDENTIAL

## EXISTING BUILDING Norwalk Station – Conceptual Plan EXHIBIT NO.3 VEHICULAR CIRCULATION DIAGRAM LEGEND EUS DROP OFF





### City of Santa Fe Springs

City Council Meeting

May 11, 2011

### **AUTHORIZATION TO ADVERTISE**

Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing (Caltrans Division of Rail Section, 130 Grade Improvement Program)

### RECOMMENDATION

That the City Council take the following actions:

- Approve Amendment No. 1 to Agreement No. 75LX110 which extends the expiration date to September 30, 2011 and authorize the Director of Public Works to execute the Amendment; and
- 2. Authorize the City Engineer to advertise for construction bids for the Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing (Caltrans Division of Rail, Section 130 Grade Improvement Program).

### **BACKGROUND**

The City Council, at their meeting of February 26, 2009, approved the Agreement with Caltrans Division of Rail for Section 130 Grade Crossing Improvements funding and authorized the Director of Public works to execute the Agreement on behalf of the City. Agreement No. 75LX110 expired on January 9, 2011. Therefore, an amendment is required to extend the contract to perform this work.

The Norwalk Boulevard/Los Nietos Road location is ranked as the number three priority grade crossing in the State of California eligible for funding for construction of a grade separation. This is due to the geometrics of the grade crossing, the past collision history, volume and speed of vehicular traffic on both Norwalk Boulevard and Los Nietos Road and the frequency and speed of BNSF freight, Amtrak and Metrolink trains that traverse this grade crossing. Due to their proximity to each other, the grade crossings at Norwalk Boulevard/Los Nietos Road are listed by the Public Utilities Commission as a single project eligible for grade separation funding.

As there is no available funding at this time for construction of a grade separation at this location, Caltrans Division of Rall has secured \$500,000 of Section 130 Grade Crossing Improvement Program funding for modifications to the Los Nietos Road grade crossing. The purpose of the Section 130 Grade Crossing Program is to reduce the number and severity of highway collisions by eliminating hazards to vehicles and pedestrians at existing railroad crossings. The improvements projected for this location include extension of existing raised medians as well as traffic signing, pavement rehabilitation, and striping modifications along Los Nietos Road.

The plans and specifications are complete, and the Public Works Department is ready to advertise for construction bids for this project.

Report Submitted By:

Don Jensen, Director Department of Public World

Date of Report: May 4, 2011

The total estimated cost of the project including engineering, inspection overhead and contingency is \$300,000. The City will be reimbursed by Caltrans Division of Rail for Section 130 Grade Crossing Improvements Funds.

### **FISCAL IMPACT**

There is no fiscal impact as the project is fully funded by the Section 130 Grade Crossing Program and there is no requirement for a City match.

### INFRASTRUCTURE IMPACT

The project will result in the improvement of an existing at-grade railroad crossing and will improve safety for motorists and pedestrians that must cross the railroad tracks and enhance safety for rail operations.

Thaddeus McCormack

City Manager

Attachment(s):

Amendment No. 1 to Agreement No. 75LX110

### STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No: 75LX110 A/1 Sheet 1 of 1 January 3, 2011

Source	Charg	e	EA	Pre flx	Subjob	Object	Amount	FY	Enc Code	Encumbrance Doc No
lst Unit	Dist	Unit	Accommondation of the second		,					
13 804	13 8	104	13241108L			6042	\$0.00	08		75LX110
Item	· C	hapter	Statutes	Fisca	l Year			<b>3</b>		
I hereby certify available for	y upon my r the Perloc	own perso I and pur	onal knowledge that I pose of the expenditu	budgeted fure stated h	inds are erein	1	RVICE CONT ROJECT NUM			
Signature of Acc	counting Of	ficer		Date		The numl	ers above are to	be place	d on eli involo	≫s
LOCAL AGENCY: City of Santa Fe Springs					SACRA	MENTO, CAL	IFORNI	A		
AD	Phone	Santa	Fe Springs, CA 9 68-0511	0670			Date of Contr on Date of Con			
	DRESS:	11710 Santa	Telegraph Road Fe Springs, CA 9			Effective	Date of Contr	act: Jar	mary 10, 20	

WHEREAS: Service Contract 75LX110, dated January 10, 2009, provided \$500,000 to extend the existing west median including a left turn lane and extend the existing east median, at the Los Nietos Road crossing in the City of Santa Fe Springs, Federal No. 027650J; and

WHEREAS: This Amendment No. 1 will extend the expiration date from January 9, 2011 to September 30, 2011;

NOW THEREFORE: It is mutually agreed by the parties hereto, that all terms and conditions of Service Contract No. 75LX110, as amended, shall remain in full force and effect, and made a part of this Amendment, except that the expiration date will be extended to September 30, 2011.

IN WITNESS WHEREOF, the parties to this contract have hereunto set their hand the year and date first above written.

CALIFORNIA DEPARTMENT	r of transportation	•	CITY OF SANTA FE SPRINGS	
Ву		Ву		
•	Branch Chief			•
Approved		Title		
•	Office Chief	•		
Date		Date		

### City of Santa Fe Springs

City Council Meeting

May 11, 2011

### **AUTHORIZATION TO ADVERTISE**

Improvement of Pioneer Boulevard North of Los Nietos Road

### RECOMMENDATION

That the City Council authorize the City Engineer to advertise for construction bids for the Improvement of Pioneer Boulevard North of Los Nietos Road.

### **BACKGROUND**

This project involves the street rehabilitation of Pioneer Boulevard from Los Nietos Road to Rivera Road. The existing condition of this street has deteriorated over time due to truck traffic and high traffic volumes. The pavement is in need of rehabilitation due to the poor condition of the street.

The plans and specifications are complete and the Public Works Department is ready to advertise for construction bids for this project.

The total estimated cost of the project including engineering, inspection overhead and contingency is \$124,000. The project is funded from the street maintenance operating budget and funds are available.

### **FISCAL IMPACT**

The project will reduce overall ongoing maintenance costs.

### INFRASTRUCTURE IMPACT

This project will increase the service life of the streets.

Thaddeus McCormack

City Manager

Attachment(s)

None.

Report Submitted By:

Don Jensen, Director Department of Public Works

Date of Report: May 4, 2011

City Council Meeting

May 11, 2011

### **PRESENTATIONS**

Introductions of the 2011 Destiny Scholarship Recipients & Powell Grant Recipients

The Chamber of Commerce requests the opportunity to introduce the 2011 Destiny Scholarship recipients and the 2011 Powell Grant recipient. Lisa Boyajian, Chairperson of the Santa Fe Springs Chamber/League Youth Enrichment Fund's Scholarship Committee will make the introductions. This year's recipients are as follows:

### \$20,000 Destiny Scholarship

Frankie Aguayo, Santa Fe High School Frankie will be attending UCLA in the fall where he will major in Astrophysics

\$10,000 Destiny Scholarship
Jeanneth Guerrero, Santa Fe High School
Jeanneth was awarded a \$10,000 Destiny Scholarship which she will
use at UC Irvine to pursue a degree in Biological Sciences.

\$5,000 Destiny Scholarship n/a

\$2,500 Powell Grant

Mary Ann Talino, Santa Fe High School Mary Ann will be attending UCLA where she will pursue her interest in film editing, directing and producing.

The 2011 Annual Destiny Dinner and Scholarship Auction will be held on June 18 at Santa Anita Park. The event is called "The Destiny Derby" with a Kentucky Derby theme including a hat contest, wine tasting, dinner, dancing, jazz, and "derby games"!

Thaddeus McCormack

City Manager

Report Submitted By: Anita Jimenez
Deputy City Clerk

Date of Report: May 5, 2011

PRESENTATION

Santa Fe Springs 2011 Youth Citizenship Award Recipients

### RECOMMENDATION:

The Mayor may wish to call upon Management Assistant Wayne Bergeron to assist with this presentation.

**BACKGROUND** 

Each year, the City of Santa Fe Springs sponsors the Youth Citizenship Awards to recognize City residents who are either high school seniors or community college students under the age of 21 that are active and engaged citizens in their school and/or community.

Applications for the Youth Citizenship Awards were made available at the local high schools and community colleges for a period of one month. After thorough review of their applications, selected candidates participate in an interview with a panel consisting of City staff and representative(s) from the community and/or Chamber of Commerce to determine the recipients of the Youth Citizenship Awards.

The following are the recipients for the 2011 Youth Citizenship Awards in the following categories:

Excellence in Citizenship - \$750 Award

Joycelyne Cortes, Santa Fe High School • Carina González, St. Joseph High School

Alyssa Trujillo, Santa Fe High School

Outstanding Citizenship - \$500 Award

Marthie Ponty, Santa Fe High School • Jose Salas, Santa Fe High School

MaryAnn Talino, Santa Fe High School

Service in Citizenship - \$250 Award

Monica Garcia, Santa Fe High School • Jeanneth Guerrero, Santa Fe High School

Roxanne Ramos, Santa Fe High School

The recipients have been invited to tonight's meeting to be recognized for their good citizenship, leadership, and service in the community. The recipients' families and respective school representatives have also been invited.

Thaddeus McCormack

City Manager

Report Submitted By: Wayne B. Bergeron

City Manager's Office

Date of Report: May 3, 2011



May 11, 2011

### **PRESENTATION**

Introduction of New Santa Fe Springs Policing Team Member

### RECOMMENDATION

The Mayor may wish to call upon Dino Torres, Director of Police Services to introduce the newest member of the Santa Fe Springs Policing Team.

Robert Rodriguez, Whittier Police Officer

Thaddeus J. McCormack

City Manager

### City of Santa Fe Springs

City Council Meeting

May 11, 2011

### PRESENTATION

**Every 15 Minutes** 

### RECOMMENDATION

The Mayor may wish to call upon the Director of Police Services to talk about "Every 15 Minutes", show a short video of the program, and recognize the California Highway Patrol, Santa Fe High School, and Presbyterian Intercommunity Hospital Staff for their continued support of the program.

On April 13 and 14 of this year, the Police Services Department with assistance from Fire-Rescue, Whittier PD, and the Family and Youth Intervention Program along with local agencies participated in the "Every 15 Minutes" Program.

The two-day program focuses on challenging high school juniors and seniors to think about drinking and driving, personal safety, and the responsibility of making mature decisions when it comes to alcohol consumption.

It brought together a broad coalition of interested groups and City Departments and Programs with the goal of reducing alcohol-related traffic fatalities among youth. Among the longtime agencies that have contributed to this program are our friends at the California Highway Patrol, Presbyterian Intercommunity Hospital, and Santa Fe High School who have been strong supporters and active participants for over a decade. Without the active involvement, funding, and participation of these institutions, the "Every 15 Minutes" program would cease and be unable to reach the youth in our community, and thus, prevent tragic situations from occurring in the future.

Thaddeus J. McCormack

City Manager

City Council Meeting

May 11, 2011

#### APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Below is a list of current vacancies; attached is a roster for each active committee and a list of prospective members.

Committee	Vacancy	Councilmember
Beautification	1	González
Beautification	2 3	Moore
Beautification	3	Rounds
Beautification	4	Serrano
Community Program	3	González
Community Program	1	Moore
Community Program	ż	Rounds
Community Program	2 2	Serrano
Community Program	4	Trujillo
Family & Human Advisory	1	González
•	•	
Historical	2	Moore
Historical	2 1 2 1	Rounds
Historical	2	Serrano
Historical	1	Trujillo
Parks & Recreation	1	González
Parks & Recreation	2 1	Moore
Parks & Recreation	1	Trujillo
Soniar Citizana Advisory	4	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	. 1	Trujillo
Senior Citizens Advisory	. 1	Trajillo
Sister City	3	González
Sister City	1	Moore
Sister City	1 2 1	Rounds
Sister City	2	Serrano
Sister City	1	Trujillo

Applications were received from Raymond Reyes for the Parks & Recreation Committee and Alyssa Portillo for the Youth Leadership Committee.

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

Thaddeus McCormack

City Manager

Attachments: Prospective Members List, Committee Rosters

# Prospective Members for Various Committees/Commissions

Beautification	
Community Program	
Family & Human Services Miguel Estevez Jose Avila Raul Miranda, Jr.	
Heritage Arts	
Historical	
Personnel Advisory Board	
Parks & Recreallon Francis Carbajal Angelica Miranda	
Planning Commission	
Senior Citizens Advisory	
Sister City	
Traffic Commission	
Youth Leadership	

#### **BEAUTIFICATION COMMITTEE**

Meets the fourth Wednesday of each month, except July, Aug, Dec. 9:30 a.m., Town Center Tall

Membership:

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
A principal and the second contribution are required to the contribution of the contribution of the contribution and the contribution are required to the co	May Sharp	
	Marlene Vernava	(11)
Moore	Juliet Ray	(12)
	Vacant	(12)
	Vacant	(11)
	Guadalupe Placensia	(11)
	Ruth Gray	(11)
Rounds	Vacant	(12)
	Vacant	(12)
Amount of the control	Annette Ledesma	The state of the s
	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	
	A.J. Hayes	

<sup>\*</sup>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:

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
And the Control of th	Miguel Estevez	(12)
Against Agricultura State State of the State	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)
The control of the co	Vacant	(12)
Leading to the second of the s	Denise Vega	
	Vacant	
Serrano	Ruth Gray	(12)
	Mary Anderson	(11)
	Dolores H. Romero*	(11)
	Vacant	(12)
	Vacant	(11)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Lisa Sanchez	
	Vacant	

<sup>\*</sup>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 Josephine Santa-Anna Angelica Miranda	(12) (12) (11)
Moore	Arcelia Miranda Laurie Rios* Margaret Bustos*	(12) (11) (11)
Rounds	Annette Rodriguez Janie Aguirre* Ted Radoumis	(12) (11) (11)
Serrano	Lydia Gonzales Manny Zevallos Gilbert Aguirre*	(12) (11) (11)
Trujillo	Dolores H. Romero* Gloria Duran* Alicia Mora	(12) (12) (11)
Organizational Representatives:	Nancy Stowe Evelyn Castro-Guillen Irene Redondo Churchwo (SPIRRIT Family Services)	ard

<sup>\*</sup>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 Frank Ybarra
Planning Commission 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

<sup>\*</sup>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:

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(12)
	Gilbert Aguirre*	$ \left\{ \begin{array}{cccccccccccccccccccccccccccccccccccc$
	Janie Aguirre*	
	Sally Gaitan	
Moore	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Vacant	(11)
	Vacant	(11)
Rounds	Art Escobedo	(12)
A consideration of the constraint of the constra	Vacant	(12)
	Mark Scoggins*	
	Janice Smith	(11)
Serrano	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(11)
	Larry Oblea	(11)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(11)
	Susan Johnston	

<sup>\*</sup>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:

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(12)
	Frank Leader	(12)
	Paula Minnehan*	
	Raul Miranda, Jr.	(12)
	Vacant	(11)
Moore	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(11)
	Vacant	(11)
	Vacant	(11)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Don Mette	(11)
	Mark Scoggins*	
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(11)
	Fred Earl	(11)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12) (12) (13) (13) (13) (13) (13) (13) (13) (13
	Christina Maldonado	(11)
	Vacant	(11)
	Arcelia Miranda	

<sup>\*</sup>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:

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:

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

<sup>\*</sup>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

TERM EXPIRATION APPOINTED BY NAME YR. Gonzalez Vacant (12)Kimberly Mette (12)Jimmy Mendoza (11) Vacant (12)Vacant (11)Martha Villanueva (12)Moore Vacant (12)Mary K. Reed (11)Peggy Jo Radoumis (11)Jeannette Wolfe (11)Manny Zevallos (12)Rounds Susan Johnston (12)Francis Carbajal (12)Ted Radoumis (11)Vacant (11)Charlotte Zevallos Serrano (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)

<sup>\*</sup>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:

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:

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Victor Becerra	
	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	(111)
	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	(1.1)
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)