

AGENDA

FOR THE REGULAR MEETINGS OF THE:

COMMUNITY DEVELOPMENT COMMISSION AND CITY COUNCIL

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

> AUGUST 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

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

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

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

<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.

CALL TO ORDER

2. ROLL CALL

1.

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. <u>Minutes of the Regular Community Development Commission Meeting of July 14,</u> 2011

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

NEW BUSINESS

5. Interstate 5 Water Main Relocation Design at the Carmenita Road and Alondra Boulevard Segments

Recommendation: That the Community Development Commission endorse staff's recommendation to incorporate the installation of a new water main pipeline crossing under the Interstate 5 Freeway into the project.

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 Adjourned City Council Meeting of July 7, 2011

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

B. Minutes of the Regular City Council Meeting of July 14, 2011

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

7. PUBLIC HEARING

2011 Edward Byrne Memorial Justice Assistance Grant Program (JAG)

Recommendation: That the City Council: (1) Open the Public Hearing for those wishing to speak on this matter; and (2) Approve the expenditure of Federal funds (Edward Byrne Memorial Justice Assistance Grant) as outlined in the plan contained herein.

8. ORDINANCE FOR INTRODUCTION

Ordinance 1026 - Determining Compliance with the Voluntary Alternative Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Community Development Commission of the City of Santa Fe Springs

Recommendation: That the City Council waive further reading and introduce Ordinance No. 1026, an ordinance determining compliance with the Voluntary Alternative Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the Community Development Commission of the City of Santa Fe Springs.

NEW BUSINESS

9.

Authorization to Renew Café Libro Concession Agreement with Tierra Mia Coffee Company

Recommendation: That the City Council authorize the Director of Finance and Administrative Services to execute a two-year Agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.

Regular CDC/City Council Meetings

10. Lease of City-Owned Land

Recommendation: That the City Council authorize the Director of Planning and Development to execute the License Agreement and other related documents to effectuate the temporary lease subject to the terms and conditions contained therein.

11. Approval to Initiate a Constructability Review of the Valley View Avenue Grade Separation Project

Recommendation: That the City Council: (1) Accept the Cost Proposal from AECOM in the amount of \$87,124 to conduct a Constructability Review; and (2) Authorize the Director of Public Works to execute a Letter of Intent and issue a Task Order to AECOM.

12. Supplemental Right-of-Way Acquisition Support Services for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council: (1) Approve an extension of the contract with Epic Land Solutions, Inc. in the amount of \$175,936 to cover supplemental right-of-way acquisition support services for the Valley View Avenue Grade Separation Project; and (2) Authorize the Director of Public Works to execute the work order in order to incorporate these supplemental services into the contract.

13. Consideration of Budget Preparation Process

Recommendation: That the City Council adopt the proposed Budget Preparation Process as outlined in the body of this report.

Please note: Item Nos. 14 - 23 will commence in the 7:00 p.m. hour.

- 14. INVOCATION
- 15. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

- 16. Representatives from the Youth Leadership Committee
- 17. Representatives from the Chamber of Commerce
- 18. ANNOUNCEMENTS
 - **PRESENTATIONS**
- 19. Introduction of Carlos Domene, Featured in abc 7 "Cool Kids" Segment

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

21. 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.

22. EXECUTIVE TEAM REPORTS

23. | 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

August 4, 2011

Date

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

JULY 14, 2011

1. CALL TO ORDER

Mayor Serrano called the Community Development Commission and City Council meetings to order at 6:10 p.m.

2. ROLL CALL

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

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

COMMUNITY DEVELOPMENT COMMISSION

3. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

Thaddeus McCormack reported that two "extortion" bills regarding redevelopment were signed by the Governor. The League of California Cities is initiating a lawsuit to which the City will be party. Santa Fe Springs, in conjunction with surrounding cities, is planning to file its own lawsuit on this matter. This additional lawsuit is not in conflict with the one spearheaded by the League.

Paul Ashworth had no report.

Councilmember González stated that he is very concerned about the state of the State. Mayor Serrano asked what the result of the actions that Council had taken months back had been. Thaddeus McCormack replied that if the City adopts an ordinance to keep redevelopment alive, it will obligate the City to make those payments and it will allow for Redevelopment funds to be used to reimburse the City. Councilmember González asked if it was illegal for the State to take the cities' redevelopment funds. Thaddeus McCormack replied that it was the opinion of the City Attorney that indeed it is illegal. Councilmember Moore asked what the result would be if all the lawsuits failed. Thaddeus McCormack opined that the City would be able to survive, but that severe cuts would result.

4. CONSENT AGENDA

Approval of Minutes

A. <u>Minutes of the Adjourned Community Development Commission Meeting of June 6,</u> 2011

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

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

NEW BUSINESS

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

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

Commissioner González moved the approval of Items 5 and 6; Commissioner Moore seconded the motion which carried unanimously.

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

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

See Item 5.

CITY COUNCIL

7. CONSENT AGENDA

Approval Minutes

A. Minutes of the Adjourned City Council Meeting of June 6, 2011

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

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

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

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

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

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

8. PUBLIC HEARING

Confirmation of 2010/2011 Weed Abatement Charges

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

Mayor Serrano opened the Public Hearing at 6:20 p.m. There being no one wishing to speak on this item, Mayor Serrano closed the Public Hearing at 6:21 p.m.

Councilmember González moved the approval of Item 8; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

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

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

Mayor Serrano opened the Public Hearing at 6:22 p.m. The Deputy City Clerk reported that no protested had been received. There being no one wishing to speak, Mayor Serrano closed the Public Hearing at 6:23 p.m.

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

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

Recommendation: That the City Council: 1) Conduct a Public Hearing and adopt Resolution No. 9338 confirming the diagram and assessment, and providing for annual

assessment levy; and 2) Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2011/2012.

Mayor Serrano opened the Public Hearing at 6:24 p.m. The Deputy City Clerk reported that no protests had been received. There being no one wishing to speak, Mayor Serrano closed the Public Hearing at 6:25 p.m.

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

CONTINUED BUSINESS/AWARD OF CONTRACT

11. Improvements of Pioneer Boulevard North of Los Nietos Road

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

Councilmember Moore stated that according to the Uniform Construction Code, which the Council adopted as the City's standard, Councilmembers should receive copies of all specs and plans to be approved as opposed to being available upon request. Councilmember Moore stated that it is Council's obligation to review and approve the plans. He stated that it was important to follow the codes which the Council had approved or consider changing the approved set of codes to follow.

Councilmember González stated that although the agenda was quite large, Council used to receive separate binders; one for CDC items and one for City Council items and that perhaps it would be necessary to revert back to past procedure in order to accommodate the necessary information on both agendas. Mayor Serrano stated that at times we try to minimize in order to save money however in this case the information does need to be provided to Council.

Councilmember González moved the approval of Item 11, Sections 1, 2, 4, and 5; Mayor Pro Tem Rounds seconded the motion which carried by the following roll call vote:

Ayes:

González, Moore, Rounds, Serrano, Trujillo

Noes:

None

Absent:

None

Abstain:

None

AWARD OF CONTRACT

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

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

Mayor Pro Tem Rounds moved the approval of Item 12; Councilmember Moore seconded the motion which carried unanimously.

Councilmember Moore thanked Don Jensen for the tour of the facility; it enlightened Council to the myriad of problems staff had encountered during construction.

UNFINISHED BUSINESS

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

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

Councilmember González moved the approval of Item 13; Councilmember Trujillo seconded the motion which carried unanimously.

NEW BUSINESS

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

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

Mayor Serrano appointed himself as the voting delegate and Councilmembers Moore and Trujillo as alternates.

Councilmember González moved the approval of Item 14; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

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

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

Councilmember Trujillo moved the approval of Item 15; Councilmember Moore seconded the motion which carried unanimously.

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

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

Mayor Serrano asked when the Council would receive information on the study at Orr & Day Rd. and Dunning St. Don Jensen stated that the issue was under review and would be place first on the Traffic Commission agenda and then on the City Council agenda. Mayor Serrano stated that the crosswalk at Orr & Day Rd. and Davenrich St. was not well lit; the lights are not adjacent to the crosswalk and trees obscure the light. Don Jensen stated that this is also on the list of items to be addresses. Mayor Pro Tem Rounds asked the status of the study to install a light at Florence Ave. and Lake Center Park Lane. Don Jensen stated that this issue was scheduled to go to the Traffic Commission in August and the City Council in September.

Councilmember Moore moved the approval of Item 16; Councilmember Trujillo seconded the motion which carried unanimously.

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

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

Councilmember Moore moved the approval of Item 17; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

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

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

Councilmember González moved the approval of Item18; Mayor Pro Tem Rounds seconded the motion which carried by the following roll call vote:

Ayes:

González, Moore, Rounds, Serrano, Trujillo

Noes:

None

Absent:

None

Abstain:

None

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

Recommendation: That the City Council: 1) Approve the recommendation from the Evaluation Committee that the consultants that submitted proposals be ranked in the

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

Councilmember González moved the approval of Items19-21; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

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

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

See Item 19.

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

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

See Item 19.

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

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

Mayor Pro Tem Rounds moved the approval of Items19-21; Councilmember Trujillo seconded the motion which carried unanimously.

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

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

See Item 22.

24. Alcohol Sales Conditional Use Permit Case No. 43-2

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

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

See Item 22.

25. Alcohol Sales Conditional Use Permit Case No. 35-5

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

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

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

See Item 22.

26. Entertainment Conditional Use Permit Case No. 13-5

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

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

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

See Item 22.

CLOSED SESSION

27. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: Dr. Alderete v. City

The City Attorney stated that Council was given a written report which indicates a settlement agreement. If there are any questions, the item should be discussed in Closed Session to maintain confidentiality until a settlement is reached. If the Council does not have questions, the item can be voted on in Open Session. There were no questions from Council.

Councilmember Moore moved the approval of Item 27; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

28. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs City Employees' Association

The City Attorney stated that Items 28 and 29 had already been settled therefore the Council did not need to address these items.

29. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs Firefighters' Association

See Item 28.

Mayor Serrano recessed the meetings at 6:45 p.m.

Mayor Serrano reconvened the meetings at 7:15 p.m.

30. INVOCATION

The invocation was given by Councilmember Moore.

31. PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS

- 32. Members of the Youth Leadership Committee introduced themselves.
- 33. Mayor Serrano introduced Chamber representative Debbie Baker of Simpson Advertising.

34. ANNOUNCEMENTS

Mayor Serrano called on Hilary Keith for community announcements.

PRESENTATIONS

35. <u>2011 Beautification Awards Program Recipients</u>
Mayor Serrano called upon Parks & Recreation Program Coordinator Jeannie Madrid to

assist with the presentation. Jeannie Madrid introduced A.J. Hayes, Chair of the Beautification Committee, and other members present from the Beautification Committee.

Jeannie Madrid announced the winners of the 2011 Beautification Awards. Mayor Serrano presented the winners with plaques.

36. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember Moore appointed Daniel Baca to the Parks & Recreation Advisory Committee and Annie Petris to the Beautification and Senior Citizens Advisory Committees. Councilmember Trujillo appointed Maxine Berg to the Youth Leadership Committee. Mayor Pro Tem Rounds appointed Marlene Vernava to the Beautification Committee and Susan Johnston to the Planning Commission.

37. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 7:40 p.m. There being no one wishing to speak, Mayor Serrano closed Oral Communications at 7:41 p.m.

38. EXECUTIVE TEAM REPORTS

Don Jensen reported that the bridge over Telegraph Rd. and Norwalk Blvd. was defaced with graffiti and that it is in a location that is not easily accessible. The street will need to be closed so that a lift can be used to allow staff to reach the graffiti. This will most likely occur very early on Sunday morning. Alex Rodriguez reported that some members of the Fire Dept. participated in the State Firemen's Olympics last week. SFS members placed first in the Triathlon, second in Mountain Biking, and third in Paintball. Councilmember González reported that the topics of the ICA Conference which he attended were right on target with the issues currently facing by the Council. One topic of interest is the display of unloaded weapons in public. Councilmember Trujillo suggested that the Council consider acting before any incidents occurred. Captain Barr will send information to the City Manager. Councilmember Moore asked what was happening with the Villages. Paul Ashworth reported that auction hearing had been postponed from July 7 to sometime in August. The developers and lenders are involved in negotiations and the situation continues to evolve.

At 7:50 p.m., Mayor Serrano recessed the meeting.

At 8:02 p.m., Mayor Serrano reconvened the meeting.

NEW BUSINESS

39. <u>City Council Actions Following the Special Election Required to Amend and Restate the Rate and Method of Apportionment of Special Tax under Community Facilities District No. 2002-1</u>

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

the City Council ordering the levy of a special tax in accordance with the amended and restated rate and method of apportionment within CFD No. 2002-1.

Mayor Serrano stated that on April 14, 2011, following a Public Hearing, the Council called an election in Community Facilities District No. 2002-1 with respect to proposed changes to the rate and method of apportionment of special tax. The election has been held and ballots received. He then asked the Clerk to announce the result of the property owner vote.

The Clerk reported that 18 votes had been cast in favor of the amendment and zero against.

The Mayor stated that the record shows that at least two-thirds of the property owners are in favor of the proposed amendment and that now the Council can proceed with the final actions required to accomplish the amendment.

Councilmember Moore moved the approval of Items 39-1 and 39-2; Councilmember González seconded the motion which carried unanimously.

Mayor Serrano stated that an Ordinance levying the Special Tax in the Community Facilities District according to the amended and restated rate and method of apportionment would be introduced.

Steve Skolnik read Ordinance 1024 by title and stated that it would on the next agenda for adoption.

Mayor Pro Tem Rounds moved the approval of Item 39-3; Councilmember Trujillo seconded the motion which carried unanimously.

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

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

Mayor Serrano stated that on April 14, 2011, following a Public Hearing, the Council called an election in Community Facilities District No. 2004-1 with respect to proposed changes to the rate and method of apportionment of special tax. The election has been held and ballots received. He then asked the Clerk to announce the result of the property owner vote.

The Clerk reported that 7 votes had been cast in favor of the amendment and zero against.

The Mayor stated that the record shows that at least two-thirds of the property owners are in favor of the proposed amendment and that now the Council can proceed with the final actions required to accomplish the amendment.

Councilmember Moore moved the approval of Items 40-1 and 40-2; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

Mayor Serrano stated that an Ordinance levying the Special Tax in the Community Facilities District according to the amended and restated rate and method of apportionment would be introduced.

Steve Skolnik read Ordinance 1025 by title and stated that it would on the next agenda for adoption.

Councilmember González moved the approval of Item 40-3; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

41. ADJOURNMENT

At 8:07 p.m., Mayor Serrano adjourned the meetings to Tuesday, July 26 at 6:00 p.m. in the Council Chambers.

| | Joseph D. Serrano, Sr. Mayor | |
|----------------------------------|---------------------------------|--|
| ATTEST: | | |
| Anita Jimenez, Deputy City Clerk | Date | |

City of Santa Fe Springs

Community Development Commission

August 11, 2011

NEW BUSINESS

Interstate 5 Water Main Relocation Design at the Carmenita Road and Alondra Boulevard Segments

RECOMMENDATION

That the Community Development Commission endorse staff's recommendation to incorporate the installation of a new water main pipeline crossing under the Interstate 5 Freeway into the project.

BACKGROUND

The State Department of Transportation (Caltrans) is proceeding with construction of two segments of the Interstate 5 (I-5) Freeway Widening Project at Carmenita Road and Alondra Boulevard and there will be impacts to the City's existing water system in these areas.

The Carmenita Road segment includes reconstruction of the frontage road and will require relocation of approximately 13,000 linear feet of City water main. The Alondra Boulevard segment includes the Alondra Boulevard Bridge over the I-5, as well as major changes in the grade at Freeway Drive and modification of other City streets. This will require relocation of approximately 1,000 linear feet of City water main. A total relocation of 14,000 linear feet of water main is required for both segments.

The Carmenita Road segment includes the extension and connection to an existing 16" diameter ductile iron pipe within a steel casing that crosses under the I-5 Freeway. The existing pipeline is over 47 years old. Caltrans' proposed improvements do not impact the existing water main crossing. Staff recommends that the existing water main be abandoned and a new water main be installed under the freeway. The estimated construction cost for this work is approximately \$300,000. Staff is requesting that the Commission endorse a water main crossing, incorporate the scope of work into the project and direct staff to request Caltrans to provide financial support for this change in scope of work.

FISCAL IMPACT

The Commission previously appropriated funds to cover the design cost for the water main relocation work; however it is anticipated that additional funds will be needed in the future. The cost to design and construct a water main crossing under the freeway is not covered by the existing utility agreement with the State.

INFRASTRUCTURE IMPACT

Relocation of City water mains will ensure that water service to City customers is provided before, during and after construction of freeway improvements. The project will have a positive impact to the City's water infrastructure in the area.

Thaddeus McCormack

City Manager

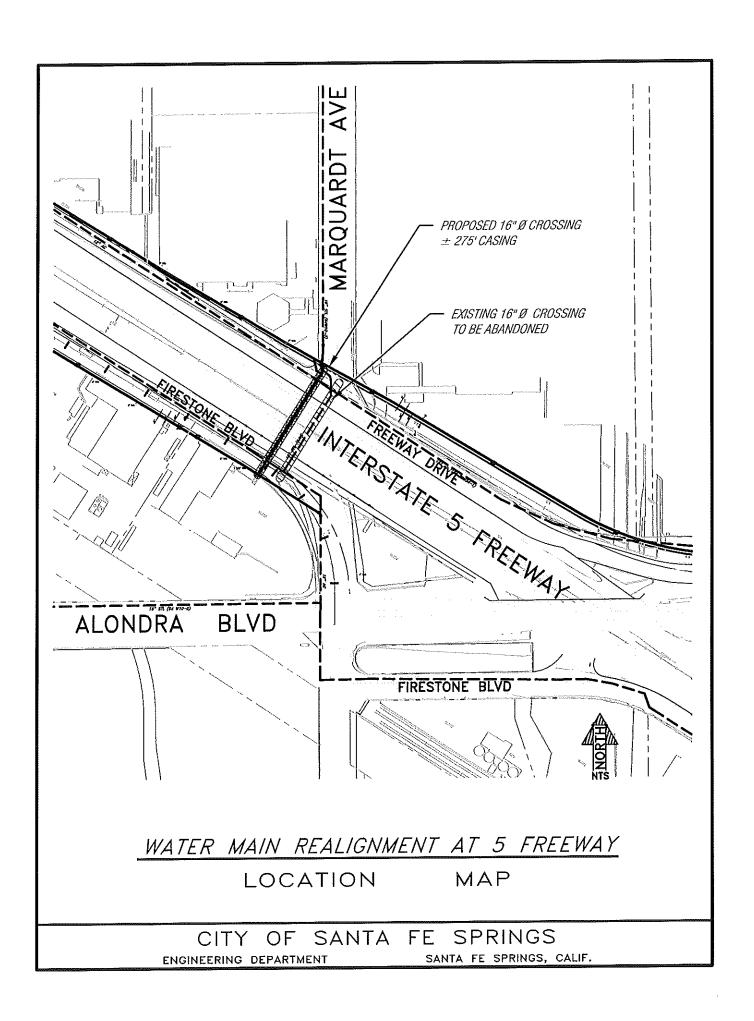
Paul R. Ashworth Executive Director

Attachment(s): Location Map

Report Submitted By:

Don Jensen, Director Department of Public Works

Date of Report: August 3, 2011



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

JULY 7, 2011

1. CALL TO ORDER

Mayor Serrano called the meeting to order at 7:05pm.

2. ROLL CALL

Present: Councilmembers González, Moore, Trujillo, Mayor Pro Tem Rounds, and Mayor Serrano

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Mayor Serrano.

Mayor Serrano recessed the meeting at 7:08 p.m. for the Closed Session.

7. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs Employees' Association

8. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs Firefighters' Association

Mayor Serrano reconvened the meeting at 7:50 p.m. There were no items to report on following the Closed Session.

9. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 7:51 p.m.

Renee Carlson, Vice President of the Santa Fe Springs City Employees' Association, spoke on behalf of the Association. She stated that the Association considered the City's budget and the Council's desire to affect structural changes to employee benefits that would assist the City in meeting its financial needs into the future. The Association Board hopes the City Council recognizes the sacrifices that employees have made in coming to this agreement and asks that the contract be accepted.

There being no one else wishing to speak, Mayor Serrano closed Oral Communications at 7:53 p.m.

NEW BUSINESS

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

Councilmember González moved the approval of Item 4; Mayor Pro Tem Rounds seconded the motion which carried by the following role call vote:

Ayes:

González, Moore, Rounds, Serrano, Trujillo

Noes:

None

Abstain:

None

Absent:

None

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

Councilmember Trujillo moved the approval of Items 5 and 6; Councilmember Moore seconded the motion which carried by the following role call vote:

Aves:

González, Moore, Rounds, Serrano, Trujillo

Noes:

None

Abstain:

None

Absent:

None

6. <u>Approval of Compensation Package for Management, Confidential Employees, and Part-time Non-represented Employees</u>

See Item 5.

The City Manager expressed his gratitude to the employee groups for their part in coming to an agreement that addressed the City's financial needs. He was proud to have worked with the negotiation teams and appreciates the resolve that the City Council showed in dealing with these historic issues.

Councilmember González thanked the employee groups for the agreement on the packages which offer long-term concessions to the City's financial problems. He felt that it was a good solution and that now the focus should be on moving forward together.

Mayor Pro Tem Rounds stated that Santa Fe Springs is like a family – we don't always agree, but we always come back together. Coming to this year's agreement was not an easy process, but next year the process will begin earlier to allow for more preparation. He stated that the City and the employees have to look out for the future and be fiscally responsible.

Councilmember Trujillo stated that the Council could not have done this without the support of the employees and thanked them for working together with the City.

Richard Moore stated that the residents are fortunate to have such professional employees. He recognizes that the employees sacrificed in order to allow for the continued support of the residents. He thanked Jose Gomez for the hours he dedicated to formulating the budget document.

Mayor Serrano stated that the City is unique because the employees understand the changes that needed to be made. He appreciates the employees for their work.

Thaddeus McCormack stated that next week's meeting has several items pertaining to the Neighborhood Center, so he has scheduled a tour of the Center in order for the Council to view the construction progress first-hand.

ADJOURNMENT

| o.m. |
|---------------------------------|
| |
| Joseph D. Serrano, Sr. Mayor |
| |
| Date |
| |

PLEASE REFER TO ITEM 4A

City of Santa Fe Springs

City Council Meeting

August 11, 2011

PUBLIC HEARING

2011 Edward Byrne Memorial Justice Assistance Grant Program (JAG)

RECOMMENDATION

That the City Council: (1) Open the Public Hearing for those wishing to speak on this matter; and (2) Approve the expenditure of Federal funds (Edward Byrne Memorial Justice Assistance Grant) as outlined in the plan contained herein.

BACKGROUND

The City is entitled to U.S. Department of Justice funds from the 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$11,826. Previously, the City Council confirmed its intent to seek and expend these funds. The funds must be spent on local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice-related research and evaluation activities that will improve or enhance law enforcement related programs.

The expenditure of these funds requires the City conduct a Public Hearing to seek input as to how these funds should be spent. Based on an assessment of law enforcement priorities, staff is recommending that the funds be expended on a School Resource Officer assigned to Santa Fe High School. The approximate 2011-2012 contract cost for the School Resource Officer is \$137,000; thirty-five percent of the cost (\$47,900) being borne by the City of Santa Fe Springs and the remaining sixty-five percent (\$89,100), is paid by the Whittier Union High School District.

FISCAL IMPACT

The JAG program continues to be a much needed supplemental funding source providing the City with resources for its public safety needs. There is no fiscal impact to the City's General fund as a result of receiving JAG funds.

INFRASTRUCTURE IMPACT

There is no infrastructure Impact Statement as a result of this action.

Thaddeus McCormack

City Manager

City of Santa Fe Springs

City Council Meeting

August 11, 2011

ORDINANCE FOR INTRODUCTION

Ordinance 1026 - Determining Compliance with the Voluntary Alternative Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Community Development Commission of the City of Santa Fe Springs

RECOMMENDATION

That the City Council waive further reading and introduce Ordinance No. 1026, an ordinance determining compliance with the Voluntary Alternative Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the Community Development Commission of the City of Santa Fe Springs.

BACKGROUND

On June 28, 2011, the Governor signed into law Assembly Bills x1 26 ("Dissolution Act") and the companion ABx1 27 ("Voluntary Alternative Redevelopment Program") as part of the State budget package. ABx1 26 effectively abolishes redevelopment agencies and ABx1 27 resuscitates those redevelopment agencies, so long as the communities that created the redevelopment agencies enact an ordinance committing to make certain payments to the State. If agencies choose not to continue operation under the "Voluntary Alternative Redevelopment Program" (VARP), their assets will pass to successor entities, which will administer the shut down of the redevelopment agencies, and which will in turn be overseen by unrelated "oversight boards."

On July 18, the League of California Cities and the California Redevelopment Association filed a petition with the California Supreme Court challenging the constitutionality of the legislation. The lawsuit is requesting the Court to issue a stay to prevent the legislation from going into effect until the Court can rule on the merits of these claims. In addition, at the last City Council meeting, the Council voted to join in on a separate lawsuit with surrounding area cities, led by the City of Cerritos, which is also challenging the legislation.

On August 1, the State Department of Finance released the amounts of the initial VARP payments that participating cities would have to pay in order to reactivate their redevelopment agency. The amount varies by each redevelopment agency, depending on several factors, including the amount of tax increment funds already going to local schools and the breakdown of the basic general levy in each community. Santa Fe Springs' "community remittances" is \$9,259,313 for the 2011-12 Fiscal Year. Subsequent years' payments will be determined by the State Director of Finance. Annual payments thereafter for Santa Fe Springs are anticipated to be approximately \$300,000.

Date of Report: August 4, 2011

City Council Meeting

August 11, 2011

Although the VARP provides a costly means to continue redevelopment activities, it may be the City's only option if the subject legislation is deemed constitutional. Accordingly, notwithstanding the City's legal challenges to the legislation, Staff feels that it is in the City's interest to move forward with adopting the requisite VARP Ordinance to preserve the CDC's ability to continue its existence while the constitutionality of the State's action is being determined. Ordinance No. 1026 is being presented for consideration and action by the City Council to avoid involuntary dissolution of the CDC. It should be noted that the Ordinance provides for the VARP continuation payments to be made under protest and subject to the resolution of litigation against the State concerning the legislation.

The adoption of this Ordinance will give the CDC the ability to enter into contracts to incur indebtedness (debt) to perform redevelopment activities within the project area upon the effective date of the Ordinance. This action will also allow the CDC to continue to pay existing debt, proceed on projects that are currently in progress, continue with projects identified as part of existing cooperative agreements between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission, and reimburse the City for ongoing administrative costs.

The City's participation in VARP is required to be adopted by ordinance by or before November 1, 2011. Adoption of Ordinance No. 1026 does not constitute a waiver or disclaimer of the right of the City and the CDC to challenge the VARP legislation and/or the amounts of the continuation payment amount determinations now or in the future.

FISCAL IMPACT

Under VARP, the City is ultimately responsible for the community remittance payments, due semi-annually on January 15 and May 15. In order to cover these costs, the CDC can transfer funds to the City. Staff has evaluated the CDC's fund balance and projects that the CDC can make the community remittance payments as estimated in 2011-12, 2012-13 and likely for the next several years.

The CDC receives approximately \$30 million annually in Tax Increment (prior to VARP) and would therefore, even after VARP remittance, still be in a position to retain a larger share of the property taxes compared to what the City General Fund would collect in the CDC's absence. For Fiscal Year 2011-12, the estimated VARP payment is \$9,259,313, which will be made under protest and subject to the City's right to recover such funds should the litigation be resolved in favor of cities and their redevelopment agencies. It is expected that the CDC would use low- and moderate-income housing set aside to make the initial 2011-12 payment. Thereafter, the community remittance payments are projected to equal between seven and ten percent of the gross tax increment revenue collected by the CDC annually (after 2012-13). While the community remittance payments may cause

Report Submitted By: Thaddeus McCormack
City Manager

Date of Report: August 4, 2011

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the CDC to defer consideration of additional projects beyond those currently under contract today, going forward, the CDC will still have enough discretionary funds after existing obligations and the community remittance payments to complete new redevelopment projects and programs on into the future.

Thaddeus McCormack

City Manager

Attachment Ordinance No. 1026

Report Submitted By: Thaddeus McCormack
City Manager

Date of Report: August 4, 2011

ORDINANCE NO. 1026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS

WHEREAS, the City Council of the City of Santa Fe Springs (the "City") has approved and adopted multiple Redevelopment Plans (the "Plans") covering certain properties within the City (the "Project Areas"); and

WHEREAS, the Community Development Commission of the City of Santa Fe Springs (the "CDC") has and is engaged in activities to execute and implement the Plans pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL"); and

WHEREAS, since the adoptions of the Plans, the CDC has undertaken redevelopment projects in the Project Areas to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, the CDC hopes to continue to engage in redevelopment activities in the Project Areas in future years; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB 1X 26 and AB 1X 27, requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 1X 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller; and

WHEREAS, under the threat of dissolution pursuant to AB 1X 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be nine million, two hundred fifty-nine thousand, three hundred thirteen Dollars (\$9, 259,313), as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, the City understands that an action challenging the constitutionality of AB 1X 26 and AB 1X 27 has been filed on behalf of cities, counties and redevelopment agencies, and that there may be other, similar actions filed in the near future; and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 1X 26 and AB 1X 27; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

- **Section 1. Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.
- <u>Section 2.</u> Participation in the Alternative Voluntary Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 1X 27.
- <u>Section 3.</u> <u>Payment Under Protest.</u> Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194, et seq.
- Section 4. Effect of Stay or Determination of Invalidity. The City shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of AB 1X 26 and AB 1X 27 or determines that AB 1X 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional. If there is a final determination that AB 1X 26 and AB 1X 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect.
- Section 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Los Angeles County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 1X 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the CDC is again authorized to enter into agreements under the CRL, the City will enter into an agreement with the CDC as authorized pursuant to Section 34194.2, whereby the CDC will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments.

Section 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The City Council therefore directs that a Notice of Exemption be filed with the County Clerk of the County of Los Angeles in accordance with CEQA Guidelines.

Section 8. <u>Custodian of Records</u>. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office. The custodian for these records is the City Clerk.

<u>Section 9.</u> <u>Severability.</u> The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

<u>Section 10.</u> <u>Certification.</u> The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage hereof.

| The foregoing Ordinance was adopted this following vote: | day of | , 2011, by the |
|--|--------|----------------|
| AYES: | | |
| NOES: | | |
| ABSENT: | | |
| ATTEST: | Mayor | |
| City Clerk | | |

City of Santa Fe Springs

City Council

August 11, 2011

NEW BUSINESS

Authorization to Renew Café Libro Concession Agreement with Tierra Mia Coffee Company

RECOMMENDATION

That the City Council authorize the Director of Finance and Administrative Services to execute a two-year Agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.

BACKGROUND

The Tierra Mia Coffee Company is currently providing concession services in the Café Libro area of the City Library under a one-year Concession Agreement. The current concession agreement was approved by the City Council following an evaluation and selection process of that included three concessionaire proposals and interviews.

The current one-year concession agreement contains a rent-free provision. The proposed two-year concession agreement provides for the first year rent-free, and the second year with a \$500 per month rental fee.

The Tierra Mia Coffee Company concession in the Café Libro area of the City Library has been very favorably received by the Library patrons and the community at large. Tierra Mia Coffee provides quality products and service to Library patrons and is generally perceived to be providing a valuable community amenity within the overall Library experience.

FISCAL IMPACT

The fiscal impact will be additional revenue being generated during the second years of the two-year concession agreement that can be allocated to City programs and services consistent with City Council priorities and direction.

INFRASTRUCTURE IMPACT

Tierra Mia Coffee Company provides a valuable amenity to the overall Library experience for patrons and the community at large.

Thaddeus McCormack

City Manager

Attachment (s)

Café Libro Concession Agreement

Report Submitted By: Jose Gomez

Date of Report: July 21, 2011

Director of Finance and Administrative Services

City of Santa Fe Springs Library Café Libro

CONCESSION AGREEMENT

This Concession Agreement is made and entered into this 1st day of August, 2011, by and between the CITY OF SANTA FE SPRINGS, a body corporate and politic, hereinafter referred to as the "City," and TIERRA MIA COFFEE COMPANY, A CALIFORNIA CORPORATION, hereinafter referred to as the "Concessionaire."

WITNESSETH THAT:

WHEREAS, the City owns a café concession at its Library, 11700 Telegraph Road, Santa Fe Springs, California and,

WHEREAS, the City has determined that the best interest and welfare of the City would be served by the granting of a café concession to the Concessionaire for the purpose of operating a café service located in said Library, and

WHEREAS, the Concessionaire is desirous of receiving a grant of concession from the City upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions hereinafter contained, the parties do hereby agree as follows:

- 1. The City hereby grants to the Concessionaire the right to the use and operation of a cafe service concession in the Café Libro service area at Library located at 11700 Telegraph Road, Santa Fe Springs, California, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A" attached hereto and by reference incorporated herein as a part hereof.
- 2. The Concessionaire shall have the privilege of operating a cafe and refreshment concession at said café, conditional to compliance by Concessionaire with all rules and regulations of the City concerning the operation thereof and the provisions of this Agreement.
- 3. For the purpose of this Agreement, the "cafe and refreshment concession" shall be deemed to include coffee, pastries, candy, and beverages, and other items expressly approved by the City.
- 4. The Concessionaire agrees that the sale, use of, or possession of beer or other alcoholic beverages during service hours or otherwise on the premises is expressly prohibited.
- 5. The term of this Agreement shall be for a Two (2)-year period, August 1, 2011 through July 31, 2013. This Agreement may be renewed if both parties agree to mutually acceptable changes to the terms and conditions of this agreement.

- 6. The Concessionaire shall have the privilege of operating a cafe and refreshment concession rent free during the first year, August 1, 2011 to July 31, 2012, of this Agreement. During the second year of this Agreement, effective August 1, 2012, the City will charge the Concessionaire a rental amount of \$500.00 per month for the second 12 months of the term of this Agreement.
- 7. The Concessionaire hereby agrees that all items offered for sale by the Concessionaire shall first be approved by the City or its Director of Library and Cultural Services or other duly authorized representatives, and that thereafter the Concessionaire shall not alter the price of any item sold without the prior approval of the City or its Director of Library and Cultural Services.
- 8. The Concessionaire agrees to keep said concession open during the dates and hours of opening and closing specified by the City and its Director of Library and Cultural Services.
- 9. The Concessionaire agrees to pay the cost of a phone line necessary to the operation of the concession.
- 10. The Concessionaire will market and promote the business at its own expense.
- 11. The Concessionaire agrees it will maintain the premises in a neat, clean, and sanitary condition, in accordance with guidelines specified in Exhibit "B" attached hereto and by reference incorporated herein as a party hereof. The Concessionaire further agrees that said premises shall at all times be open to inspection by the proper public authorities and the Director of Library and Cultural Services or other duly authorized representatives of the City. The City retains the right to close the concession if the Concessionaire receives less than an "A" rating from the Los Angeles Health Department in its annual inspection or if the City or its Director of Library and Cultural Services determines that the Concessionaire has not maintained the premises as stipulated in Exhibit "B."
- 12. The use of profane or indecent language is strictly prohibited, and boisterous, loud, or unsuitable conduct on the part of the Concessionaire, his agents or employees, is likewise strictly prohibited. Any violation of the rules and regulations of the City of its Director of Library and Cultural Services shall be sufficient cause for termination of this Agreement without compensation or payment of damages to the Concessionaire.
- 13. The Concessionaire agrees to comply with all City and County laws, rules and regulations, laws of the State of California, and laws of the United States of America, insofar as the same or any of them are applicable hereto.
- 14. The Concessionaire agrees that competent persons will be in attendance on the premises at all times, and that one person will at all times be in charge of the concession, and the Director of Library and Cultural Services shall be notified of the person in charge of the concession.
- 15. The Concessionaire agrees that it will not, in the operation of said concession, interfere in any way with the general use of the Library or other facilities provided by the City, and

- the Concessionaire agrees that neither it nor its employees or agents will interfere with the public use and enjoyment of the Library.
- 16. The Concessionaire agrees that it will not permit disorderly persons to loiter about the premises used by him in the operation of this concession.
- 17. The City shall maintain the premises as set forth and described in Exhibit "A."
- 18. The Concessionaire agrees to provide all necessary equipment needed in the operation of said concession not otherwise furnished by the City as set forth and described in Exhibit "A."
- 19. The Concessionaire shall have the right to install a security camera system within the concession area. Prior to installation, the Concessionaire agrees to provide to the City's Police Services Department product specifications, installation requirements, and proposed equipment locations. The City's Police Services Department will review and approve the proposed security camera system, and also any future proposed modifications to the system. The City's Public Works Department will coordinate, schedule and monitor installation of the proposed security camera system, and also the installation of any future modifications to the system.
- 20. The Concessionaire shall be solely responsible for the installation, operation, and maintenance of the security camera system. In case of a power failure, the City will not be held responsible for the operation of the system. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of the installation and operation of the security camera system.
- 21. The Concessionaire acknowledges that it has thoroughly examined the premises to be operated by him under this Agreement, and that he knows the conditions thereof. The Concessionaire further agrees to accept said premises in the condition in which they are upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that the City shall not be required at any time to make any improvements, alterations, changes, repairs, or replacements of any of the structures or facilities to be used by the Concessionaire, except as provided in Exhibit "A." The Concessionaire further agrees that it will not make any changes, additions, or alterations of any kind in the premises used or occupied by him without the written consent of the City or its Director of Library and Cultural Services. The Concessionaire further waives any right to require the City to make repairs at the cost of the City, which the Concessionaire might otherwise have under the laws of the State of California, or otherwise, except as provided in Exhibit "A."
- 22. If the premises operated by the Concessionaire shall be so damaged by fire, earthquake, casualty, war, insurrection, riot, or public disorder, or any other cause or happening, as to be substantially destroyed to such an extent that the same cannot be used or operated by the Concessionaire, then this Agreement, at the option of either party, shall immediately cease and terminate. However, at the option of the City, if the premises shall be only partially destroyed, the City may restore the premises to their prior condition, and the

Concessionaire shall be obligated to continue operation of the concession upon completion of necessary repairs.

- 23. The Concessionaire shall, at its sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:
 - A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used during the performance of this agreement whether or not owned by Concessionaire. The Concessionaire also agrees to name the City as a Certificate Holder on his auto insurance policy during the term of this Agreement.
 - B. Comprehensive general liability insurance, naming the City as "Additional Insured" with a certificate naming such forwarded to the City; the policy shall maintain minimum limits of \$2,000,000 general aggregate, and \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement. Maintain a liquor liability policy of \$1,000,000 aggregate and \$500,000 per occurrence. Such insurance shall also protect against claims arising out of allegations of food poisoning and similar claims.
 - C. Workers' compensation insurance covering the Concessionaire and all his employees as required by the State of California.

The aforesaid policies shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

Any aggregate insurance limits must apply solely to this Agreement.

Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company with equal financial stability that is approved by the City's Risk Manager.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Concessionaire does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

24. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operations of the Concessionaire hereunder, or which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of the

Concessionaire, or any of his agents or employees, or any act of omission to act on the part of said Concessionaire, his agents, or employees, including breach of implied warranties of fitness or merchantability or food and beverages sold by the Concessionaire, and including the maintenance by the Concessionaire of any defective or dangerous condition of the premises.

- 25. The Concessionaire agrees to pay all taxes, including sales taxes, excise taxes, personal property taxes, business operations tax certificate, and taxes on the Concessionaire's property or facilities use upon and located upon the premises of the City, and the Concessionaire shall pay any and all taxes which may be levied on the Concessionaire in said real property upon which the concession facilities are located.
- 26. The Concessionaire agrees that no sign or advertising matter of any kind shall be displayed on or near the outside of the building used and occupied by the Concessionaire, unless first approved by the Director of Library and Cultural Services.
- 27. The Concessionaire agrees that upon the expiration of the term hereof, it will peaceably vacate the premises occupied by his operations, and deliver up the same to the City in good condition, ordinary wear and tear, damage by disaster and the element excepted.
- 28. The Concessionaire agrees that it will not, without the prior written consent of the City, sublet the premises, or any part thereof, nor assign, hypothecate or mortgage this Agreement.
- 29. This Agreement shall terminate immediately upon the occurrence of any of the following conditions:
 - (a) Upon the death of the Concessionaire's principal owner;
 - (b) Upon the filing of a voluntary petition in bankruptcy by the Concessionaire;
 - (c) Upon any court taking jurisdiction of the Concessionaire and its assets pursuant to proceedings brought under any Federal reorganization act or any receiver of the Concessionaire's assets who may be appointed for said purpose;
 - (d) Upon the Concessionaire's making any general assignment of its assets for the benefit of creditors;
 - (e) Upon the nonperformance by the Concessionaire of any of the covenants, conditions, or agreements herein above contained, and after written notice of the grounds for said termination has been delivered by the City to the Concessionaire.
- 30. In the event the City wishes to terminate this Agreement because of breach of any of the obligations, covenants, conditions, or agreement herein contained, the City will give the Concessionaire 30 days notice to correct the deficiency. If such corrections are not satisfactorily made within 30 days then the City may take possession of the premises at the end of 30 days.
- 31. The parties hereby agree that in the event the Concessionaire shall be prevented from occupying or using the said premises, or shall be prevented from conduction or operating his business or said premises by any final action, order of ruling of Federal or State authorities, then the Concessionaire may, at its option, cancel this agreement by written

notice to the City, and said agreement shall become canceled and terminated 30 days after the mailing or delivery thereof.

- 32. Notice desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended, and by depositing such envelope, with postage prepaid, in the United States Post Office, or any substation thereof, or any public letter box and any such notice and the envelope containing the same shall be addressed to the Concessionaire at 11700 Telegraph Road, Santa Fe Springs, CA 90670 or such other place as may here after be designated in writing by the Concessionaire, and notices and the envelope containing the same to the City shall be addressed or delivered to the Director of Library and Cultural Services, City of Santa Fe Springs, 11710 East Telegraph Road, Santa Fe Springs, CA 90670. All such notices so given shall have the same force and effect as if delivered personally, and shall be deemed to have been given on the date when the same are delivered or are so deposited in a post office, substation, or public letter box, as aforesaid.
- 33. The contents of Exhibits "A" and "B" are incorporated by reference as though fully set forth herein.

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

| | CITY OF SANTA FE SPRINGS |
|-------------------|--------------------------|
| | By |
| | CONCESSIONAIRE |
| | Ву |
| ATTEST: | |
| Deputy City Clerk | |

EXHIBIT "A"

LIBRARY CAFÉ LIBRO CONCESSION TERMS SUMMARY OF CITY RESPONSIBILITIES

The City will:

- 1. Maintain the plumbing, electrical system, roof, exterior wall, interior walls, exterior doors, exterior door hardware, and kitchen appliances owned by the City. Said appliances include:
 - (a) Espresso Machine
 - (b) Microwave
 - (c) Ice Machine
 - (d) Reach-in Refrigerator/Freezer
 - (e) Under-Counter Refrigerator
 - (f) Front Service Counter with Display Case
 - (g) Cup Dispenser, Scullery Sink, Faucets, Overhead Cabinets, Wall Shelf, Service counter with Sink, Trash Receptacle.
- 2. Provide access to the café and its equipment, as well as overnight and weekend storage.
- 3. Provide utilities except for phone.

EXHIBIT "B"

SUMMARY OF CONCESSIONAIRE'S RESPONSIBILITIES

- 1. Use of high quality coffee and pastries. Maintain cafe facility and its appliances at the highest level of cleanliness, and in accordance with County of Los Angeles Health Dept. Codes. Strive for fast and friendly service.
- 2. Submit to the City a menu plan and prices for approval.
- 3. Provide a telephone line, separate from the Library phone service, for use in the concession by Concessionaire's representatives.
- 4. Operate a café service concession during Library open hours.
- 5. Submit to the City for approval all plans for graphics, advertisements, or signs that relate to the café food concession.
- 6. Provide and supervise employees in the concession who are acceptable to the Director of Library and Cultural Services or her designated representatives.
- 7. Keep the kitchen area and eating area (tables and chairs) clean and in compliance with City and County sanitation and safety regulations. Remove trash from the area when maintenance staff is on duty.
- 8. Provide the City with County inspection notices and rating information.
- 9. The Concessionaire will be responsible for routine supervision, cleaning, and trash removal with the Café Libro seating area within the Library.
- 10. The Concessionaire is required to maintain a City business license, Los Angeles County Department of Health Permit, and all required compliance documentation for this type of service.

City of Santa Fe Springs

City Council Meeting

August 11, 2011

NEW BUSINESS

Lease of City-Owned Land

Consideration of Agreement for the temporary lease of a City-owned 3.9 acre property located at 13231 Lakeland Road.

RECOMMENDATION

That the City Council authorize the Director of Planning and Development to execute the License Agreement and other related documents to effectuate the temporary lease subject to the terms and conditions contained therein.

BACKGROUND

The subject 3.9 acre property, located at 13231 Lakeland Road, was acquired by the CDC in May 2008 for the purpose of developing affordable housing. Since that time, staff has been negotiating the final terms of a development agreement for the affordable housing project.

For the third time, the Los Angeles County Chief Executive's Office is requesting to lease the subject vacant property for the approximately one month period from October 10 through November 11, 2011 for the parking of trucks and equipment on behalf of the County Clerk's Office related to the upcoming election.

FISCAL IMPACT

The proposed temporary lease of the subject 3.9 acre property, pending the eventual development of the site for affordable housing, will not have an adverse impact on the City Budget.

Thaddeus McCormack

City Manager

Attachments: Lease Agreement Location Map

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE LICENSE AGREEMENT

| THIS | LICENSE AGREEM | ENT ("License") is made and entered into in duplicate original |
|--------|------------------------|--|
| this | day of | , 2011 by and between THE CITY OF SANTA FE |
| SPRI | NGS, hereinafter refer | red to as the Licensor, and the COUNTY OF LOS ANGELES, a |
| body - | politic and corporate, | nereinafter referred to as the Licensee. |

The parties hereby agree as follows:

- 1. <u>PREMISES</u>. The Licensor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee the right to use the parking lot, comprising 3.9 acres of land, located at 13231 Lakeland Road, Santa Fe Springs, (AIN 8011-012-902) in the County of Los Angeles, State of California hereinafter referred to as the "Premises".
- 2. <u>TERM</u>. The term of this License shall commence on October 10, 2011 (the "Commencement Date") and terminate on November 11, 2011.
- 3. <u>CONSIDERATION</u>. Licensee hereby agrees to pay as a license fee, for the Premises during the term of this License, the sum of One Dollars (\$1.00). License payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Licensor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.
- 4. <u>USE</u>. Licensor agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as off-street, in and out parking for the Registrar Recorder County Clerk on a 24 hour/7 days basis.
- 5. <u>REPAIRS AND MAINTENANCE</u>. Licensee agrees to maintain the Premises, at Licensee's sole expense. Licensee's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence. Licensee agrees to return said Premises to Licensor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.
- 6. <u>UTILITIES</u>. Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

7. DEFAULT.

- A. <u>Default by Licensee</u>: Licensee agrees that if default shall be made in the payment of the license fee in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensor to declare said term ended and to terminate this License upon the giving of 5 (5) days written notice. In addition thereto, Licensor shall have such other rights or remedies as may be provided by law. Licensor may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given.
- B. <u>Default by Licensor</u>: Licensor shall not be in default in the performance of any obligation required to be performed under this License unless Licensor has failed to perform such obligation within three (3) days after the receipt of written notice of default from Licensee specifying in detail Licensor's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensor's default of any material obligation upon giving of three (3) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensor cures the default within the three (3) day period after the notice is given.

Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensor's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensor is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensor would be entitled.

If Licensor or such person does not cure the default, Licensee may exercise any of its rights or remedies provided for or permitted in this License or pursuant to law, including the right to recover any damages proximately caused by the default.

8. <u>NOTICES</u>. Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensor as follows:

City of Santa Fe Springs 11710 East Telegraph Road Santa Fe Springs, CA 90670 Attention: Paul Ashworth The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Board of Supervisors Kenneth Hahn Hall of Administration, Room 383 500 West Temple Street Los Angeles, CA 90012

with a copy to:

Chief Executive Office Real Estate Division 222 South Hill Street, 3rd floor Los Angeles, CA 90012 Attention: Director of Real Estate

or such other place as may hereinafter be designated in writing by the Licensor or Licensee, except that Licensor shall at all times maintain a mailing address in California.

Notwithstanding anything in this License herein to the contrary, receipt of notice shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Licensor or to Licensor's agent or employee at Licensor's place of business, or to a resident over eighteen (18) years of age at Licensor's residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated herein, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Section 8 herein, but delivery has been refused or the notice otherwise returned without delivery.

9. INSURANCE.

A. Licensor Indemnification. Licensor shall indemnify, defend and save harmless Licensee, its agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damage arising from or connected with the negligent acts or omissions of Licensor with regard to Licensor's use, maintenance or ownership of the Premises.

- B. <u>Licensee Indemnification</u>. Licensee shall indemnify and hold Licensor, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. For purposes of this section, Licensee shall be understood to include all employees of the County of Los Angeles who come on to the Premises for parking or any other purpose. Licensee shall also provide Licensor with a self-insurance certificate naming Licensor as an additional insured for Liability Coverage.
- C. <u>Waiver of Subrogation</u>. The Licensor and Licensee each waives their rights and their insurers rights of recovery against the other for any loss arising from or relating to this Agreement.
- 10. <u>ASSIGNMENT AND SUBLETTING</u>. Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's prior consent shall be void and of no force or effect.
- 11. <u>BINDING ON SUCCESSORS</u>. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.

12. GENERAL PROVISIONS.

A. <u>Waiver</u>. The waiver by Licensor or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

Marginal Headings. The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

- C. $\underline{\text{Time}}$. Time is of the essence of this License and each and all of its provisions in which performance is a factor.
 - D. <u>Recordation</u>. Neither party may record this License.
- E. <u>Quiet Possession</u>. Upon Licensee paying the License fee hereunder Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.

- F. Prior Agreements. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.
- G. <u>Force Majeure</u>. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- H. <u>Severability</u>. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- I. <u>Cumulative Remedies</u>. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.
- J. <u>Impairment of Title</u>. Licensor shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensor, requesting that the County be notified of any Notice of Default filed by any of Licensor's lenders, to the address of County as specified in Section 10 of this License.
- K. <u>Choice of Law.</u> This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.
- L. <u>Interpretation</u>. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensor or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
- M. <u>Lobbyists</u>. Licensor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensor or any County lobbyist or County lobbying firm retained by Licensor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

13. ENVIRONMENTAL MATTERS.

- (a) Hazardous Materials. Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee, the Premises, the Building or the Common Areas.
- (b) <u>Licensor Indemnity</u>. Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term of this Agreement concerning the presence of Hazardous Materials in the Building or the Premises. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.

- 14. <u>WARRANTY OF AUTHORITY</u>. Each of the undersigned signatories for the Licensor hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.
- 15. <u>CONSIDERATION OF GAIN PROGRAM PARTICIPANTS</u>. Should Licensor require additional or replacement personnel after the effective date of this Agreement, Licensor shall give consideration for any such employment to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Licensor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Licensor.
- 16. <u>SOLICITATION OF CONSIDERATION</u>. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the County's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

17. NON-DISCRIMATION.

- A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Property.
- B. Form of Nondiscrimination and Nonsegregation Clauses. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
- (i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming

under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- (ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."
- (iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.
- 18. <u>IRREVOCABLE OFFER</u>. In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the County Board of Supervisors in reliance on Licensor's covenant to license to the County under the terms of this license offer, the Licensor irrevocably promises to keep this offer open until October 14, 2011.

| License has been executed by the | ant to Chapter 2.08 of the Los Angeles County Code this e Licensor and on behalf of the Licensee by its Chief on the, 2011. |
|--|---|
| | LICENSOR: |
| | THE CITY OF SANTA FE SPRINGS |
| | By |
| | Name: Paul R. Ashworth |
| | Title: Director of Planning and Development |
| | LICENSEE: |
| | COUNTY OF LOS ANGELES a body politic and corporate |
| | By: WILLIAM T. FUJIOKA Chief Executive Officer |
| ATTEST: DEAN C. LOGAN, Registrar-Recorder/ County Clerk of the County of Los Angeles | |
| By Deputy County Clerk | _ |
| APPROVED AS TO FORM: | |
| ANDREA SHERIDAN ORDIN County Counsel | |
| By: Amy M. Caves Senior Deputy | |



Lease of City-Owned Land 13231 Lakeland Road 3.9 Ac.

City of Santa Fe Springs

City Council Meeting

August 11, 2011

ranno acusa u sa nasararang pasagang 1963, gang pagkagit <mark>j</mark>

NEW BUSINESS

Approval to Initiate a Constructability Review of the Valley View Avenue Grade Separation Project

RECOMMENDATION

That the City Council take the following actions:

- 1. Accept the Cost Proposal from AECOM in the amount of \$87,124 to conduct a Constructability Review; and
- 2. Authorize the Director of Public Works to execute a Letter of Intent and issue a Task Order to AECOM.

BACKGROUND

On July 14, 2011, the City Council approved the designation of AECOM as the preferred consultant to provide Project and Construction Management services for the Valley View Avenue Grade Separation project.

One of the more critical tasks to be performed by AECOM during the Pre-Construction phase is a Constructability Review. This will involve a review of all design documents to identify any discrepancies, deficiencies or omissions that need to be addressed before the Project is advertised for bids. This includes plans, specifications, reports, right-of-way documents, calculations, construction phasing and value engineering. It is anticipated that three weeks will be needed to complete this work.

Contract negotiations with AECOM are currently in progress and staff is confident that a mutually acceptable agreement can be reached with AECOM regarding the scope of work and compensation. However, staff will not be prepared to recommend that the City Council award a contract to AECOM until September 8, 2011. In order to keep the project on schedule, the Constructability Review needs to start as soon as possible.

AECOM has provided the City with a Cost Proposal (Attachment 1) to complete the Constructability Review for \$87,124. Staff has reviewed the proposed fee and believes it is reasonable given the time and expertise needed to complete this work. Therefore, staff is requesting that the City Council accept the Cost Proposal and authorize the Director of Public Works to execute a Letter of Intent so that the Constructability Review can be initiated as soon as possible. Delaying the start of this work could result in delays in advertising the project for bid.

Report Submitted By:

Don Jensen, Director Department of Public Works

Date of Report: August 3, 2011

FISCAL IMPACT

Project related costs, including the cost of the Constructability Review, will be reimbursed through the State and Federal funds allocated to the project. Local funds will be needed only to make initial payments.

INFRASTRUCTURE IMPACT

This action will not have a direct impact on City infrastructure.

Thaddeus McCormack City Manager

Attachment(s):

1. Cost Proposal

714.567.2501 tel 714.667.2441 fax

July 22, 2011

Mr. Donald K. Jensen Director of Public Works City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90870-3658

Subject:

Valley View Avenue Grade Separation Project Cost proposal for Constructability Review

Dear Mr. Jensen,

Pursuant to our meeting on July 18, 2011, we are please to submit our cost proposal for the constructability review of the captioned project.

The estimated amount of \$87,123.58 is a not-to-exceed amount. Compensation will be based on actual time spent. The home office overhead rate was used due to the fact that the work to be performed is at the consultant home office. A copy of the FY2010 OH Audit report is enclosed for your review.

If you have any questions or if you like to meet and discuss, please call me at (323) 855-1670.

Sincerely,

Peter Ho, PE Vice President

AECOM West Transportation

cc:

File

Greg Hefter

CONTRACT PRICING PROPOSAL

| Contract No. N/A | | | ultant initials | | Page 1 of 2 |
|--|------------------|--------------|-----------------|----------------|---|
| Consultant: AECOM Technical Services | | AEÇ |)M | , , , , , , , | |
| Home Office Address: Location where work is to be perfo 999 Town & Country Road, Orange, CA 92868 AECOM Home office in Orange, C | | | | | ned: |
| Services to be furnished: | | Total | Amount of P | roposal: | *************************************** |
| Constructibility Review for Valley View Ave G | rade Separation | \$ | 87,123.58 | | |
| DETAIL | ED DESCRIPTION (| OF COST | ELEMENTS | | |
| 1 LABOR (specify function / title) | Estimated Hou | s Ra | te per Hour | Estimated Cost | Total Estimated Cost |
| Project Manager (Greg Hafter) | 74 | s | 78.62 | \$ 5,662.48 | |
| Resident Engineer (Peter Ho) | 80 | \$ | 91.60 | \$ 7,328.00 | |
| Asst. Resident Engineer (Solomon Choi) | 34 | \$ | 67.05 | \$ 1,939.70 | |
| Roadway & Geometric Engineer (Andy Novati) | 48 | \$ | 78.00 | \$ 3,496.00 | |
| Traffic Engineer (Hiep Bu) | 39 | \$ | 74.39 | \$ 2,901.21 | |
| Serior Bridge Engineer (Jason Tom) | 62 | 8 | 77.69 | \$ 4,829.18 | |
| Scheduler (Richard No) | 40 | \$ | 67,80 | \$ 2,712.00 | |
| Track Engineer (Pablick Bryan) | 20 | \$ | 48.20 | \$ 964.00 | |
| Construction Engineer (Arif Naghi) | 11 | \$ | 58.00 | \$ 638.00 | |
| Construction Engineer (Nader Nader) | 6 | \$ | 70.82 | \$ 424.92 | |
| Office Admin. (Christina Toan) | 40 | \$ | 24.14 | \$ 965,60 | |
| | | | | | |
| | | | | | |
| TOTAL DIRECT LABOR | A52 | 2 6 6 | | | \$ 31,861.09 |
| 2 LABOR OVERHEAD | Overhead Rate | | x Base | Estimated Cost | |
| Project Manager (Greg Hefter) | 157.97% | \$ | 5,682.48 | \$ 8,945.02 | |
| Resident Engineer (Peler Ho) | 157.97% | \$ | 7,328.00 | \$ 11,676.04 | |
| Asst. Resident Engineer (Solomon Chol) | 157.97% | \$ | 1,939.70 | \$ 3,064.14 | |
| Roadway & Geometric Engineer (Andy Noval) | 157.97% | \$ | 3,496.00 | \$ 6,522.63 | |
| Traffic Engineer (Hiep Bul) | 157.97% | \$ | 2,901.21 | \$ 4,583.04 | |
| Senior Bridge Engineer (Jason Tom) | 157.97% | \$ | 4,829,18 | \$ 7,629.68 | |
| Scheduler (Richard No) | 157.97% | \$ | 2,712.00 | \$ 4,284.15 | 1.0 |
| Track Engineer (Patrick Bryan) | 157,97% | \$ | 964.00 | \$ 1,522.83 | |
| Construction Engineer (Art Haqvi) | 157.97% | \$ | 638.00 | \$ 1,007.85 | |
| Construction Engineer (Hader Naderi) | 157.97% | \$ | 424.92 | \$ 671.25 | |
| Office Admin. (Christina Tean) | 157.97% | \$ | 985.60 | \$ 1,525.38 | |
| | | \$ | | \$ - | |
| Home office Office's used as the work is being performed interroutions home office | | \$ | | \$. | |
| | _ | \$ | • | \$. | |
| | | \$ | • | \$. | |
| TOTAL LABOR OVERHEAD | | | - 7- | | \$ 50,330.98 |
| 3 TRAVEL | | | | Estimated Cost | |
| a. None | | | | | |
| b. | | | | | |
| | TO | AL TRAV | EL COST: | | \$ - |
| 4 SUBCONSULTANTS (attach 'Form 60' for all proposed | subconsultants) | | | | |
| None | | | | | |
| | | | | | |
| TOTAL SUBCONSULTANTS: | | | | | \$. |
| | | | | | \$. |
| 5 OTHER DIRECT COSTS (itemize on Page 2 of Form 60 | 4 | | | | |
| 6 TOTAL DIRECT LABOR AND OVERHEAD | | | | | \$ 82,192.05 |
| 7 FEE (6% per contract) | | | | | \$ 4,931.52 |
| | ٦ | TOTAL ES | TIMATED C | OST AND FEE: | \$ 87,123.68 |
| | | | | | |

| Contract Consulta | No. N/A nt: AECOM Technical Services | CONTR | ACT PRICING "FORM 60 | | Page 2 of 2 |
|----------------------|---|---|--|---------------------------------------|-------------|
| | SUPPORTING | 3 SCHEDULE | • | · · · · · · · · · · · · · · · · · · · | |
| ITEM NO. | ITEM DESC | RIPTION | | , <u> </u> | ESTIMATED |
| 5 | DESCRIPTI | ONS Unit | Quantity | Unit Cost | COST |
| 8 | None | | | | \$. |
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| Consultant certi | ifies that estimated costs were prepared in accordance with the fed | iere) cost principles. (F. | AR Part 31) | | |
| Consultant N | łame: AECOM Technical Services | 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | | Date Prepare | d: |
| 1. | 7/22/2011 | | | July 22 | 2, 2011 |
| Signature | Date | | , | | |
| Peler Ho | Vice President | | | | |
| Print Name | Print Tille | | 1 | | |

Revised 2/28/03

Valley View Averus Grade Seperation Project City of Santa Fe Society

Review relevant project document including design drawings, specifications, Engineer's estimates, phasing plans, utilities plans, bid document, Right of Way document, and project schedule including Milestones.
 Document all recommendations and modifications for the preparation of final construction bid document.
 Provide Value Engineering analysis if it exists. Time constraint might not allow major value engineering changes.
 Meet with Project Designers and other stake holders to review and implement recommendations.

<u>Soate:</u> 1) The primary goal is to reduce potential project RFIs and project construction cost. 2) Verify proper coordination between plans and/or Specifications.

Note: Time/page is for estimation purposes. Reviewer will review the scope assigned and other related plans in other actions for information and/or coordination etc.

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City of Santa Fe Springs

City Council Meeting

August 11, 2011

NEW BUSINESS

Supplemental Right-of-Way Acquisition Support Services for the Valley View Avenue Grade Separation Project

RECOMMENDATION

That the City Council take the following actions:

- 1. Approve an extension of the contract with Epic Land Solutions, Inc. in the amount of \$175,936 to cover supplemental right-of-way acquisition support services for the Valley View Avenue Grade Separation Project.
- 2. Authorize the Director of Public Works to execute the work order in order to incorporate these supplemental services into the contract.

BACKGROUND

Epic Land Solutions, Inc. (ELS) is providing right-of-way acquisition support services for the Valley View Avenue Grade Separation Project under a time and materials contract that was approved in 2006. An extension of the contract with ELS was approved in December 2009 based on the assumption that all property acquisition and related activities could be completed by April 2010.

In October 2010 the City took possession of all right-of-way needed to complete the Project and in November 2010 the City obtained right-of-way certification from Caltrans. However, the contract with ELS needs to be amended to cover the cost of additional time and effort necessitated by on-going condemnation proceedings, extended negotiations with utility companies, extended negotiations with tenants, and delays in the project schedule.

At this time, staff is requesting approval of an amendment that will cover the cost of right-of-way acquisition services through October 2011. An agreement has been negotiated with ELS and staff is recommending that the contract with ELS be extended by \$175,936 to cover the supplemental services described in Attachments 1 and 2. With this extension, the total contract amount for right-of-way acquisition support services to be provided by ELS would be as follows:

| п | Original Contract Authorization | \$ 243,000 |
|---|--|-------------------|
| | Contract Extensions Authorized to Date | <u>\$ 718,247</u> |
| | Total Authorized Contract Amount | \$ 961,247 |
| | Contract Amendment Requested by ELS | \$ 175,936 |
| | | \$1,137,183 |

FISCAL IMPACT

Project costs, including the cost of right-of-way acquisition support services, will be reimbursed from State and County funds that have been allocated to the project.

Report Submitted By:

Don Jensen, Director Department of Public Works

Date of Report: August 3, 2011

Sufficient funds are available to cover the increased cost of the contract with ELS. Local funds will be needed only to make initial payments.

INFRASTRUCTURE IMPACT

This action does not have a direct impact on City infrastructure.

Thaddeus McCormack

City Manager

Attachment(s):

1. Summary of Supplemental Right-of-Way Support Costs

2. Exhibit 1 (Work Order No. 4)

Attachment 1 Summary of Changes in Budget for Right-of-Way Services Epic Land Solutions, Inc. (City Consultant) Valley View Avenue Grade Separation Project

| Description of Task | Authorized Budget | Amendment Requested * | Revised Budget |
|------------------------------------|----------------------|--------------------------|-------------------|
| Advisory/Project Management | \$256,432.00 | \$26,363.00 | \$282,795.00 |
| Utility Relocation | \$86,373.00 | \$38,373.00 | \$124,746.00 |
| Right of Way Certification | \$18,606.00 | \$0.00 | \$18,606.00 |
| Environmental | \$165,228.00 | \$0.00 | \$165,228.00 |
| Preliminary Title Reports | \$19,490.00 | \$0.00 | \$19,490.00 |
| Appraisals | \$145,925.00 | \$14,700.00 | \$160,625.00 |
| Appraisal Review | \$68,828.00 | \$9,576.00 | \$78,404.00 |
| Negotiations | \$67,268.00 | \$15,106.00 | \$82,374.00 |
| Resolution Hearings/Eminent Domain | \$18,377.00 | \$50,013.00 | \$68,390.00 |
| Public Meetings | \$12,791.00 | \$0.00 | \$12,791.00 |
| Goodwill Support | \$29,680.00 | \$21,144.00 | \$50,824.00 |
| Value Engineering | \$5,145.00 | \$0.00 | \$5,145.00 |
| Aerial Mapping | \$2,651.00 | \$0.00 | \$2,651.00 |
| Surveillance Camera | \$21,748.00 | \$0.00 | \$21,748.00 |
| Goodwill Analysis | \$29,273.00 | \$0.00 | \$29,273.00 |
| Other Direct Costs | \$13,432.00 | \$661.00 | \$14,093.00 |
| Total - Right of Way Services | \$961,247.00 | \$175,936.00 | \$1,137,183.00 |

^{*} Budget amendment will cover services provided between April 2010 through October 2011

EXHIBIT 1 TIME AND MATERIALS WORK ORDER NO. 4

In accordance with the Agreement for Professional Services between City of Santa Fe Springs ("CiTY"), a municipal corporation and Epic Land Solutions, Inc., ("EPIC"), a California corporation, dated August 11, 2011, this Work Order describes the Services, Schedule and Payment Conditions or additional work on ongoing condemnation proceedings, extended negotiations with utility companies, extended negotiations with tenants, and delays in the project schedule on the Valley View Avenue Grade Separation Project.

Authorized Representative:

Donald K. Jensen, Director of Public Works/City Engineer

Address:

11710 Telegraph Road

City of Santa Fe Springs, California 90670

Telephone No: (562) 409-7541

HWI & COMPANY,, INC:

Authorized Representative: Holly Rockwell, President

Lynette Overcamp, SR/WA, Vice President

Address:

2601 Airport Drive

Suite 115

Torrance, CA 90505

Telephone No: (310) 378-1178

SERVICES. The Services are described in Attachment 1 to this Work Order.

<u>SCHEDULE</u>. Services shall commence no earlier than the date on which this Task Order is signed by CITY and shall continue through the pre-construction phase of the Project as shown in the current project schedule.

<u>PAYMENT</u>. EPIC charges shall be on a "time and materials" basis and shall be in accordance with the EPIC Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the EPIC current Schedule of Fees and Charges are attached to this Work Order as Attachment 2. The total cost of services provided pursuant to this Work Order shall not exceed \$175,936.

<u>TERMS AND CONDITIONS</u>. The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

| CITY OF SANTA FE SPRINGS | EPIC LAND SOLUTIONS, INC. |
|---|--|
| Signature | Signature |
| Donald K. Jensen, Director of Public Works Typed Name/Title | Holly Rockwell, President Typed Name/Title |
| Date of Signature | Date of Signature |

| Villity Relocation | | Valley View Avenue Grade Se | paration Proje | ct | | | 18 THE STREET |
|--|---------|---------------------------------|---|----------|---------------------------------------|----------|---------------|
| Task | | | | | · · · · · · · · · · · · · · · · · · · | | |
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| Utility Relocation | | | 14 | 8 \$ | 178.13 | \$ | 26,363.2 |
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| Ny Coker, Utility Coordinator 209 \$ 75.36 \$ 15,760.36 Appraisals Appraisal reports (Riggs & Riggs, Inc.) N/A | | Project Manager, Holly Rockwell | 12 | 7 \$ | 178.13 | \$ | 22,622.5 |
| Appraisal reports (Riggs & Riggs, Inc.) 7 Appraisal Review Review Appraiser, Gary Peck 8 Negotilations Project Manager, Holly Rockwell Senior Agent, Kathy Cabanilla Agent, Eva Polizzi Agent, Eva Polizzi Project Manager, Holly Rockwell Agent, Eva Polizzi Project Manager, Holly Rockwell Agent, Eva Polizzi Project Manager, Holly Rockwell Agent, Eva Polizzi | | | 20 | 9 \$ | 75.36 | \$ | |
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| Review Appraiser, Gary Peck 56 \$ 171.00 \$ 9,576.00 | | | | N/A | | \$ | 14,700.0 |
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| Senior Agent, Kathy Cabanilla 30 \$ 75.35 \$ 2,260.5 Agent, Eva Polizzi 35 \$ 61.65 \$ 2,157.7 Project Manager, Holly Rockwell 260 \$ 178.13 \$ 46,313.8 Agent, Eva Polizzi 60 \$ 61.65 \$ 3,699.0 Goodwill Settlements 60 \$ 178.13 \$ 10,687.8 Senior Agent, Kathy Cabanilla 90 \$ 75.35 \$ 6,781.5 Goodwill Appraiser, DMA \$ 3,675.0 GRAND TOTAL \$ 175,936 GRAND TOTAL \$ 175,936 GRAND TOTAL \$ 176,936 GRAND TOTA | 8 | | | | | | |
| Agent, Eva Polizzi 35 | | | | | | | |
| Seminent Domain Support | | | | | | | |
| Project Manager, Holly Rockwell | | | 3 | 5 \$ | 61.65 | \$ | 2,157.7 |
| Agent, Eva Polizzi 60 \$ 61.65 \$ 3,699.0 | y | | | | | _ | |
| 11 Goodwill Settlements | | | | | | | |
| Project Manager, Holly Rockwell 60 \$ 178.13 \$ 10,687.8 | | Agent, Eva Polizzi | 60 |) \$ | 61.65 | \$ | 3,699.00 |
| Senior Agent, Kathy Cabanilla 90 \$ 75.35 \$ 6,781.50 | 77 | | | | | <u> </u> | |
| Goodwill Appraiser, DMA \$ 3,675.01 | | | | | | | |
| 1,150 \$ 0.550 \$ 632.50 | | | 90 |) \$ | 75.35 | | |
| Mileage | 40 | | | _ | | \$ | 3,675.00 |
| Certified Mail 7 \$ 4.00 \$ 28.00 | 12 1 | | - 450 | 1 | | | |
| GRAND TOTAL \$ 175,936 | | | | | | | |
| Hourly Cost Summary | | Certified Mail | | \$ | 4.00 | \$ | 28.00 |
| Hourly Cost Summary | | GRAND TOTAL | ر الميان المان | <u> </u> | | \$ | 175.936 |
| Project Manager, Holly Rockwell 655 \$ 178.13 \$ 116,675.15 | OST | BREAKOUT | | | | | |
| Project Manager, Holly Rockwell 655 \$ 178.13 \$ 116,675.15 | | fourly Cost Summany | Houre | i | Pafo* | | Total |
| Ivy Coker, Utility Coordinator 209 \$ 75.36 \$ 15,750.36 Review Appraiser, Gary Peck 56 \$ 171.00 \$ 9,576.00 Senior Agent, Kathy Cabanilla 120 \$ 75.35 \$ 9,042.00 Agent, Eva Polizzi 95 \$ 61.65 \$ 5,856.75 Subtotal Hourly Cost Summary 1,135 \$ 156,900.26 Fixed Fee Cost Summary* Goodwill Appraiser, DMA \$ 3,675.00 Appraisal Reports, Joyce Riggs (Riggs & Riggs, Inc.) \$ 14,700.00 Subtotal Fixed Fee Cost Summary \$ 18,375.00 Other Direct Costs Number Unit Cost Mileage 1,150 \$ 0.550 \$ 632.50 Certified Mail 7 \$ 4,00 \$ 28.00 Subtotal Other Direct Costs \$ 660.50 | | | | | | è | |
| Review Appraiser, Gary Peck 56 \$ 171.00 \$ 9,576.00 | | | | | | | |
| Senior Agent, Kathy Cabanilla | | | | | | <u>Ψ</u> | |
| Agent, Eva Polizzi 95 | | | | | | | |
| Subtotal Hourly Cost Summary | | | | _ | | | |
| Fixed Fee Cost Summary* | | | | Ψ | 01.00 | | |
| Goodwill Appraiser, DMA | | Subtotal Hourly Cost Summary | 1,135 | | | \$_ | 156,900.26 |
| Appraisal Reports, Joyce Riggs (Riggs & Riggs, Inc.) \$ 14,700.00 | F | | | | | | |
| Appraisal Reports, Joyce Riggs (Riggs & Riggs, Inc.) \$ 14,700.00 | | | | | | \$ | 3,675.00 |
| Subtotal Fixed Fee Cost Summary \$ 18,375.00 Other Direct Costs Number Unit Cost Mileage 1,150 \$ 0.550 \$ 632.50 Certified Mail 7 \$ 4.00 \$ 28.00 Subtotal Other Direct Costs \$ 660.50 | | | | | | | 14,700.00 |
| Mileage 1,150 \$ 0.550 \$ 632.50 Certified Mail 7 \$ 4.00 \$ 28.00 Subtotal Other Direct Costs \$ 660.50 | \perp | Subtotal Fixed Fee Cost Summary | | | | \$ | 18,375.00 |
| Mileage 1,150 \$ 0.550 \$ 632.50 Certified Mail 7 \$ 4.00 \$ 28.00 Subtotal Other Direct Costs \$ 660.50 | o | ther Direct Costs | Number | | Unit | | Cost |
| Certified Mail 7 | | | | | | \$ | |
| Subtotal Other Direct Costs \$ 660.50 | | | i - | | | | |
| GRAND TOTAL \$ 175.935.76 | | | | | | | |
| | | GRAND TOTAL | a P . ca to S . case | | | \$ | 175,935.76 |

NEW BUSINESS

Consideration of Budget Preparation Process

RECOMMENDATION

That the City Council adopt the proposed Budget Preparation Process as outlined in the body of this report.

BACKGROUND

When the City Council adopted the FY 2011-12 City Budget, it asked staff to bring back a comprehensive Budget Preparation and Adoption Process that would begin the budget process earlier than has been done in the past and increase public input into the process.

The below proposed Budget Preparation Process is meant as a blue print for the Council to consider and modify as it sees fit. In developing the process, I tried to keep the following goals in mind:

- > The public will be encouraged to participate fully in the budget process.
- A City Council Goal/Priority Setting Session will be held each year prior to preparation of the City Manager's Recommended Budget to consider budget issues for the upcoming Fiscal Year.
- At least one community meeting shall be held prior to the City Manager's Recommended Budget being presented to the Council.
- Advisory Committees and Commissions should provide input to he annual budget as appropriate to their area of interest and make recommendations to the City Council.

PROPOSED BUDGET PREPARATION AND ADOPTION PROCESS

The City Budget is based upon an in-depth analysis of actual and projected fund balances, revenues, and expenditures. In general, the City Council annually sets goals and priorities. Each city department prepares program budget detail for each of their activities and recommends certain service levels necessary to achieve the Council-set goals for the upcoming budget year. The City Manager gives presentations to various City Council Advisory Committees to seek feedback on community needs and budget priorities. The Finance and Administrative Services Department prepares revenue projections based upon input from other departments. The City Manager then reviews individual departmental requests, prioritizes activities based upon City Council policies and priorities, and recommends certain adjustments. At the conclusion of this process, the proposed budget is prepared and submitted to the City Council for review, public comment and consideration.

Date of Report: August 4, 2011

BUDGET CALENDAR

| January | City Council Goal/Priority Setting Sessing Distribution of Budget Prep Guidelines |
|----------|---|
| February | Mid-Year Budget Review Departments work on Revenue Projections and Service Needs |
| March | City Manager solicits input from Advisory Committees City Council Sets/Reconfirms Budget Policies |
| April | City Manager solicits input from Advisory Committees Departments Refine Revenue and Expenditure Projections |
| May | Community Meeting on Budget Issues Departments Meet with City Manager Preliminary Budget Presented to Council |
| June | Council Sub-Committees Meet Council Budget Study Session Adoption of Budget |

CALENDAR SUMMARY

Preparation of the City's Budget is a year-long process, involving year-round monitoring of existing year's budget and future year's preparation.

Beginning in January, the City Council will hold a Budget Goal/Priority Setting Session. At the Budget Goal/Priority Setting Session, an overview of the upcoming fiscal issues is presented. Goals and objectives are discussed.

In February, the City Manager will develop Budget Preparation Guidelines based on the Council's Goals and Priorities and distribute to City's Executive/Management Team.

In March, City staff identifies anticipated revenues available for the upcoming fiscal year (July 1 – June 30). Additionally, the City Manager and Director of Finance and Administrative Services will make presentations to City Advisory Committees and seek their input to the process of identifying program priorities within their respective areas of interest. Also in March, the City Council will give staff direction with regard to Budget Policies, such as Fees and Charges, Debt Level and Capacity and Use of One-Time Revenues.

Report Submitted By: Thaddeus McCormack

City Manager

Date of Report: August 4, 2011

City of Santa Fe Springs

City Council Meeting

August 11, 2011

In April/May, the City Council holds a public workshop meeting to review anticipated revenues and the base budget requirements.

In May and June, the Council discusses proposals for new or revised programs and service levels from committees, clubs, organizations and residents, and projections for Transportation and Grants Fund expenditures. Residents are invited to participate and provide input. At the end of each meeting, preliminary direction is given to staff for the preparation of the base budget and new programs/services that should be researched.

In late-May or early-June, the City Manager submits a proposed budget that incorporates input received during the budget meeting process. At that time, the City Council will create Council Sub-Committees to focus on certain areas of the budget for more thorough analysis (e.g., Revenues, Programs and Services, Labor).

In mid-June, the City Council will hold a special Study Session to review this budget and the input of all stake-holders, including Council Sub-Committees, Advisory Committees, Community Organizations, and Public in general. The Budget Study Session will provide an overview of the City's financial condition and a presentation of the proposed Budget. Department Heads are asked to present a brief review of their respective departmental programs for the upcoming budget cycle.

In late June, the Council formally adopts the budget. Once adopted, the budget is the City Council approved operational plan for the ensuing fiscal year.

YEAR ROUND MONITORING

Once the budget is adopted, financial performance reviews are reported monthly to the City Council, as well as more thorough/in-depth Quarterly budget reports. In addition, a formal mid-year review of the budget is conducted in February. Revenue and expenditure projections are revised if necessary and service level modifications are considered at that time. However, since the budget is a fluid document reflecting the current needs of the community, the City Council also considers modifications, during the year as required.

Thaddeus McCormack

City Manager

Report Submitted By: Thaddeus McCormack City Manager Date of Report: August 4, 2011

City of Santa Fe Springs

City Council Meeting

August 11, 2011

PRESENTATION

Introduction of Carlos Domene, Featured in abc 7 "Cool Kids" Segment

RECOMMENDATION

The Mayor may wish to call upon Parks and Recreation Director Carole Joseph, to assist with the presentation.

KABC-TV in Los Angeles and Southern California produces a program called "Cool Kids" which acknowledges youths throughout Southern California. One segment of 'Cool Kids' highlighted Carlos Domene, a high school student who in his freshman year started volunteering in the Santa Fe Springs Teen Program.

Carlos Domene was selected for a segment of "Cool Kids" because of his eagerness to help others and give back to the community. Carlos selected the Teen Program as the perfect place to get involved and hopefully make a difference with the teens.

As a freshman, Carlos came into the Teen Program and asked if he could offer some tutoring to the teens as a way to give back. He tutored in many subjects, but primarily in math and English. His real goal was to find a way to build self-confidence in his students. Carlos believed leading a student to the correct answer, and not just giving them the answer, helped to reinforce the student's self-confidence.

Carlos had an amazing impact on the struggling students and continued to tutor in the Teen Program until he graduated from High School in 2011. He has been accepted to MIT in the fall to study chemical engineering, and has long range goals that include saving our planet. He believes it would be helpful if we can make some of the stuff we already do, cleaner, faster, and more efficient.

Carlos has helped students in the past and is looking for ways to help the Earth in the future.

Thaddeus McCormack

City Manager

City Council Meeting

August 11, 2011

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Below is a list of current vacancies:

| Committee | Vacancy | Councilmember |
|-----------------------------------|-------------|---------------|
| Beautification | 2 | González |
| Beautification | 1 | Moore |
| Beautification | 2 3 | Rounds |
| Beautification | 3 | Serrano |
| Community Program | 3 | González |
| Community Program | 1 | Moore |
| Community Program | 3 2 5 | Rounds |
| Community Program | 2 | Serrano |
| Community Program | 5 | Trujillo |
| Historical | 1 | Moore |
| Historical | 2 | Rounds |
| Historical | 1 | Serrano |
| Historical | 2 | Trujillo |
| Parks & Recreation | 2 | González |
| Parks & Recreation | 1 | Rounds |
| Parks & Recreation | 1 | Trujillo |
| Senior Citizens Advisory | 1 | González |
| Senior Citizens Advisory | 2 | Rounds |
| Senior Citizens Advisory | 1 | Trujillo |
| Sister City | 3 | González |
| Sister City | 1 | Moore |
| Sister City | 1 | Rounds |
| Sister City | | Serrano |
| Sister City | 2 1 | Trujillo |
| Vouth Londorchin | 3 | González |
| Youth Leadership Youth Leadership | 3 | Serrano |
| Touth Leadership | 3 | Ochano |

An application for the Youth Leadership Committee was received from Marisa González. Please direct any questions regarding this report to the Deputy City Clerk.

Thaddeus McCormack

City Manager

<u>Attachments</u>

Committee Lists

Prospective Member List

Prospective Members for Various Committees/Commissions

| • |
|--|
| Beautification |
| Community Program |
| Family & Human Services Miguel Estevez |
| Raul Miranda, Jr. |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| Heritage Arts |
| Historical |
| Personnel Advisory Board |
| Parks & Recreation Angelica Miranda |
| Raymond Reyes |
| Planning Commission |
| Senior Cilizens Advisory |
| Sister City |
| Traffic Commission |
| Youth Leadership Yardley Castellanos Marisa González Alyssa Portillo |
| Victoria Ramirez |
| |

Felipe Rangel

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|--------------|---------------------|--|
| Gonzalez | Juanita Montes | (12) |
| | Irene Pasillas | (12) |
| | Vacant | (12) |
| | May Sharp | (13) |
| | Vacant | (13) |
| Moore | Juliet Ray | (12) |
| | Vacant | (12) |
| | Annie Petris | (13) |
| | Guadalupe Placensia | (13) |
| | Ruth Gray | (13) |
| Rounds | Vacant | (12) |
| | Rita Argott | (12) |
| | Annette Ledesma | (13) |
| | Marlene Vernava | to the control of the |
| | Vacant | (13) |
| Serrano | Vacant | (12) |
| | Vacant | (12) |
| | Vacant | (12) |
| | Vada Conrad | (13) |
| | Sally Gaitan* | (13) |
| Trujillo | Sylvia Takata | (12) |
| | Eleanor Connelly | (12) |
| | Margaret Bustos* | (12) |
| | Rosalie Miller | (13) |
| | A.J. Hayes | (13) |

^{*}Asterisk indicates person currently serves on three committees

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership:

25

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|--|--------------------|--|
| Gonzalez | Jeanne Teran | (12) |
| | Miguel Estevez | (12) |
| The state of the s | Vacant | The state of the s |
| | Vacant | The second of th |
| | Vacant | (13) |
| Moore | Rosalie Miller | (12) |
| | Margaret Palomino | (12) |
| | Mary Jo Haller | (13) |
| | Lynda Short | (13) |
| | Vacant | (13) |
| Rounds | Mark Scoggins* | (12) |
| | Marlene Vernava | where the state of the state o |
| | Vacant | the state of the s |
| | Vacant | (13) (14) (13) (14) (15) (15) (15) (15) (15) (15) (15) (15 |
| | Vacant | |
| Serrano | Ruth Gray | (12) |
| | Mary Anderson | (13) |
| | Dolores H. Romero* | (13) |
| | Vacant | (12) |
| | Vacant | (13) |
| Trujillo | Vacant | (12) |
| And the state of t | Vacant | (12) |
| | Vacant | (12) |
| | Vacant | (13) |
| | Vacant | (13) |

^{*}Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

Membership:

15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the

Committee

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|---------------------------------|---------------------------|---------------------|
| Gonzalez | Mercedes Diaz | (12) |
| | Josephine Santa-Anna | (12) |
| | Angelica Miranda | (13) |
| Moore | Arcelia Miranda | (12) |
| | Laurie Rios* | (13) |
| | Margaret Bustos* | (13) |
| Rounds | Annette Rodriguez | (12) |
| | Janie Aguirre* | (13) |
| | Ted Radoumis | (13) |
| Serrano | Lydia Gonzales | (12) |
| | Manny Zevallos | (13) |
| | Gilbert Aguirre* | (13) |
| Trujillo | Dolores H. Romero* | (12) |
| | Gloria Duran* | (12) |
| | Alicia Mora | (13) |
| Organizational Representatives: | Nancy Stowe | |
| 0.8323 | Evelyn Castro-Guillen | |
| | Irene Redondo Churchwo | ard |
| | (SDIPPIT Family Services) | |

(SPIRRIT Family Services)

^{*}Asterisk indicates person currently serves on three committees

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Library Community Room

Membership:

9 Voting Members

6 Non-Voting Members

| APPOINTED BY | NAME |
|--------------|-----------------|
| Gonzalez | Laurie Rios* |
| Moore | May Sharp |
| Rounds | Gustavo Velasco |
| Serrano | Paula Minnehan |
| Trulllo | Amparo Oblea |

Committee Representatives

Beautification Committee

Historical Committee

Planning Commission

Chamber of Commerce

Vacant

Larry Oblea

Frank Ybarra

Tom Summerfield

Council/Staff Representatives

Council Richard Moore
City Manager Thaddeus McCormack
Director of Library & Cultural Services Hilary Keith
Director of Planning & Development Paul Ashworth

^{*}Asterisk indicates person currently serves on three committees

HISTORICAL COMMITTEE

Meets Quarterly - The second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Carriage Barn

Membership:

20

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|--|------------------|------------------------|
| Gonzalez | Ed Duran | (12) |
| | Gilbert Aguirre* | (13) |
| | Janie Aguirre* | (13) |
| | Sally Gaitan | (13) |
| Moore | Astrid Gonzalez | (12) |
| | James Berkshire | (12) |
| | Amparo Oblea | (13) |
| | Vacant | (13) |
| Rounds | Vacant | (12) |
| And the state of t | Vacant | (12) |
| | Mark Scoggins* | (13) |
| | Janice Smith | (13) |
| Serrano | Gloria Duran* | (12) |
| Containe | Hilda Zamora | (12) |
| | Vacant | (13) |
| | Larry Oblea | (13) |
| Trujillo | Vacant | (12) |
| | Alma Martinez | (12) |
| | Merrie Hathaway | (13) |
| | Vacant | (13) |

^{*}Asterisk indicates person currently serves on three committees

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Council Chambers.

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

Membership:

25

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

^{*}Asterisk indicates person currently serves on three committees

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership:

5 (2 Appointed by City Council, 1 by

Personnel Board, 1 by Firemen's Association,

1 by Employees' Association)

Terms:

Four Years

| APPOINTED BY | NAME | TERM EXPIRES |
|--------------------------|-----------------|--------------|
| Council | Angel Munoz | 6/30/2015 |
| | Ron Biggs | 6/30/2013 |
| Personnel Advisory Board | Jim Contreras | 6/30/2011 |
| Firemen's Association | Wayne Tomlinson | 6/30/2013 |
| Employees' Association | Anita Ayala | 6/30/2011 |

PLANNING COMMISSION

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

Membership:

5

| APPOINTED BY | NAME |
|--------------|------------------|
| Gonzalez | Laurie Rios |
| Moore | Larry Oblea |
| Rounds | Susan Johnston |
| Serrano | Michael Madrigal |
| Trujillo | Frank Ybarra |

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership:

25

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|--------------|----------------------|--|
| Gonzalez | Gloria Duran* | (12) |
| | Josephine Santa-Anna | (12) |
| | Vacant | (13) |
| | Janie Aguirre* | (13) |
| | Ed Duran | (13) |
| Moore | Yoshi Komaki | (12) |
| | Yoko Nakamura | (12) |
| | Paul Nakamura | (12) |
| | Annie Petris | (13) |
| | Pete Vallejo | (13) |
| Rounds | Vacant | (12) |
| | Vacant | The control of the co |
| | Gloria Vasquez | 1 1 3 |
| | Lorena Huitron | The state of the s |
| | Berta Sera | (13) |
| Serrano | Gusta Vicuna | (12) |
| | Louis Serrano | (12) |
| | Mary Bravo | (12) |
| | Amelia Acosta | (13) |
| | Jessie Serrano | (13) |
| Trujillo | Julia Butler | (12) |
| | James Hogan | (12) |
| | Gilbert Aguirre* | |
| | Margaret Bustos* | |
| | Vacant | (13) |

^{*}Asterisk indicates person currently serves on three committees

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|--------------|--------------------|------------------------|
| Gonzalez | Vacant | (12) |
| | Kimberly Mette | (12) |
| | Jimmy Mendoza | (13) |
| | Vacant | (12) |
| | Vacant | (13) |
| Moore | Martha Villanueva | (12) |
| | Vacant | (12) |
| | Mary K. Reed | (13) |
| | Peggy Radoumis | (13) |
| | Jeannette Wolfe | (13) |
| Rounds | Manny Zevallos | (12) |
| | Susan Johnston | (12) |
| | Francis Carbajal | (12) |
| | Ted Radoumis | (13) |
| | Vacant | (13) |
| Serrano | Charlotte Zevallos | (12) |
| | Vacant | (12) |
| | Laurie Rios* | (13) |
| | Doris Yarwood | (13) |
| | Vacant | (13) |
| [rujillo | Alicia Mora | (12) |
| | Andrea Lopez | (12) |
| | Dolores H. Romero* | (13) |
| | Marcella Obregon | (13) |
| | Vacant | (13) |

^{*}Asterisk indicates person currently serves on three committees.

TRAFFIC COMMISSION

5

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

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

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|--------------|--------------------|---------------------|
| Gonzalez | Vacant | |
| | Vacant | |
| | Vacant | |
| | Marilyn Llanos | (12) |
| Moore | Destiny Cardona | (14) |
| | Gabriela Rodriguez | (13) |
| | Wendy Pasillas | (13) |
| | Daniel Wood | (13) |
| Rounds | Drew Bobadilla | (14) |
| | Siboney Ordaz | (12) |
| | Alexandra Vergara | (12) |
| | Lisa Baeza | (13) |
| Serrano | Vacant | () |
| | Vacant | Ö |
| | Vacant | Ö |
| | Ariana Gonzalez | (13) |
| Trujillo | Maxine Berg | () |
| | Martin Guerrero | (13) |
| | Omar Rodriguez | (12) |
| | Kevin Ramirez | (13) |