



AGENDA

REGULAR MEETING OF THE SANTA FE SPRINGS CITY COUNCIL

MAY 10, 2012
6:00 P.M.

Council Chambers
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. CITY MANAGER REPORT

4. CONSENT AGENDA

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

A. Approval of Minutes of the April 12, 2012 Regular City Council Meeting

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

5. COUNCIL REQUESTED ITEM – ORDINANCE FOR INTRODUCTION

Ordinance No. 1031 – An Ordinance Amending Section 30.02 of the City Code Regarding Appointments or Removals

Recommendation: That the City Council waive further reading and introduce Ordinance No. 1031 which would amend section 30.02 of the City's Municipal Code pertaining to Appointments or Removals.

6. PUBLIC HEARING

Consideration of the Adoption of Resolutions of Necessity Nos. 9369 and 9370 Amending Resolution Nos. 9224, 9321, 9225, and 9322 by Increasing the Terms of the Previously Identified Temporary Construction Easements in Said Resolutions for Public Purposes for the Valley View Grade Separation Project

Recommendation: That the City Council: (1). Separately consider each of the following Resolutions: (a). Resolution No. 9369 – A Resolution of Necessity of the City of Santa Fe Springs amending Resolution Nos. 9224 and 9321 by increasing the terms of the previously identified temporary construction easements and declaring certain real property interests located at 14515-14565 Valley View Avenue, and further identified as Assessor's Parcel Number 8069-006-042, necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Grade Separation Project; (b). Resolution No. 9370 – A Resolution of Necessity of the City of Santa Fe Springs amending Resolution Nos. 9225 and 9322 by increasing the terms of the previously

identified temporary construction easement and declaring certain real property interests located at 14027 and 14103 Borate Street and 14100 Borate Street (14911 Valley View Avenue), and further identified as Assessor's Parcel Number 8069-008-031, 032 and 033, necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Grade Separation Project; (2). Open and conduct a Public Hearing on the adoption of the proposed Resolutions of Necessity, receive from staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard on issues A, B, C, and D as stated in the Report, and consider all evidence to determine whether to adopt each proposed Resolution of Necessity, each of which requires the City Council's separate consideration and determination; (3). If the City Council finds, based upon the evidence contained and referred to in this Report, the testimony and comments received at this hearing, and all written testimony submitted to the City Council, that the evidence warrants the necessary findings with respect to each of the proposed Resolutions of Necessity, then staff recommends that the City Council, in the exercise of its discretion, adopt proposed Resolution Nos. 9369 and 9370 (each of which requires a 4/5 vote of the entire Council) and authorize the City Attorney's office to file an eminent domain proceeding to acquire the following property: (a). Portions of 14515 – 14565 Valley View Avenue (Assessor's Parcel Number 8069-006-042) for a partial fee take, permanent street easement, permanent utility easement, and temporary construction easements; (b). Portions of 3 contiguous parcels on Borate Street, identified as follows: (i). 14027 Borate Street (Assessor's Parcel Number 8069-008-031) for a permanent utility easement; and (ii). 14103 Borate Street (Assessor's Parcel Number 8069-008-032) for permanent utility easements; and (iii) 14100 Borate Street (commonly known as 14911 Valley View Avenue) (Assessor's Parcel Number 8069-008-033) for permanent utility easements and a temporary construction easement. These real property interests are referred to collectively as "Subject Property Interests" and are described more particularly in the Exhibits attached to each Resolution of Necessity. Each Resolution also contains a drawing depicting the location of the Subject Property Interests in relation to the Valley View Avenue Grade Separation Project. Said Resolutions together with their exhibits are attached hereto and incorporated in this Report by this reference; (4). With respect to each Resolution of Necessity that is approved, authorize the City Attorney's office and City staff to take all necessary steps to deposit with the Court the amount of probable compensation required by law for issuance of the Order for Possession; and (5). Authorize the City Manager, or his designee, to execute all necessary documents.

NEW BUSINESS

7. Valley View Avenue Grade Separation Project - Resolution 9371 – Approval of Program Supplement Agreement N002 (Revision 1) for Federal Aid Project No. DEML02-5340 (011)

Recommendation: That the City Council: (1). Adopt Resolution No. 9371 approving program Supplement Agreement N002 (Revision 1) for the Valley View Avenue Grade Separation Project; and (2). Authorize the Director of Public Works to execute the agreement.

8. Gus Velasco Neighborhood Center Renovation and Modernization Project – Authorization to Amend LPA Contract to Provide Additional Contract Administration and Construction Management Services

Recommendation: That the City Council authorize the Director of Public Works to execute a contract amendment with LPA for an amount not to exceed \$120,000 to perform additional contract administration and construction management services.

9. Interstate 5 Water Main Relocation for the Carmenita Road Segment – Approval of Pipeline Crossing Agreement with Union Pacific Railroad Company

Recommendation: That the City Council: (1) Approve the Pipeline Crossing Agreement with UPRR for the Interstate 5 Water Main Relocation for the Carmenita Road Segment; and (2) Authorize the Director of Public Works to execute the Pipeline Crossing Agreement.

10. Slurry Sealing of Various Streets (FY 2011-2012) – Award of Contract

Recommendation: That the City Council: (1). Accept the bids; (2). Authorize the City Engineer to identify additional streets to be included in the contract; and (3). Award a contract to Roy Allan Slurry Seal Inc. of Santa Fe Springs, California, in the amount of \$191,528.23

11. Valley View Grade Separation Project – Reimbursement of Property Acquisition Costs Incurred by the City of La Mirada

Recommendation: That the City Council authorize the Director of Finance and Administrative Services to reimburse the City of La Mirada in the amount of \$2,241,967.00 for right-of-way acquired from APN 8069-009-020 to construct the Valley View Avenue Grade Separation Project.

12. Valley View Avenue Grade Separation Project – Authorization to Execute Temporary Construction Easements and Permanent Easements

Recommendation: That the City Council authorize the City Manager to execute all Temporary Construction Easements and Permanent Easements for the Valley View Avenue Grade Separation Project.

13. Release for Property Damage with Veolia ES Industrial Services, Inc.

Recommendation: That the City Council authorize the City Manager or his designee to execute any and all documents necessary to complete the release for property damage with Veolia ES Industrial Services, Inc. in relation to the illegal dumping incident on November 1, 2011.

14. **CLOSED SESSION**
CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to subdivision (c) of Section 54956.9

Number of cases: One

Please note: *Item Nos. 15 –27 will commence in the 7:00 p.m. hour.*

15. **INVOCATION**

16. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

17. Representatives from the Youth Leadership Committee

18. Representatives from the Chamber of Commerce

19. **ANNOUNCEMENTS**

PRESENTATIONS

20. Proclaiming May 20-26, 2012, as National Public Works Week

21. Introduction of the 2012 Destiny Scholarship & Powell Grant Recipients

22. Introduction of the 2012 Youth Leadership Scholarship Recipients

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

23. Mayor's Appointments to Council of Government's (COG) Subcommittees

Recommendation: That the Mayor appoint alternates to the COG Subcommittees in order that they may conduct regularly scheduled business in a timely manner.

24. Committee Appointments

25. **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.

26. **EXECUTIVE TEAM REPORTS**

27.

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

Anita Jimenez
Deputy City Clerk

May 3, 2012

Date

CITY OF SANTA FE SPRINGS
MINUTES OF THE REGULAR MEETING
OF THE
CITY COUNCIL

APRIL 12, 2012

1. CALL TO ORDER

Mayor Rounds called the meeting to order at 6:07 p.m.

2. ROLL CALL

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

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Family & Human Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Division Chief; Vivian De León, Deputy City Clerk

SUCCESSOR AGENCY

NEW BUSINESS

3. Resolution SA-2012-003 Amending the Draft Recognized Obligation Payment Schedule

Recommendation: That the Successor Agency Adopt Resolution SA-2012-003.

Mayor Pro Tem Moore moved to approve Item 3; Councilmember Serrano seconded the motion, which carried unanimously.

CITY COUNCIL

4. CITY MANAGER REPORT

City Manager Thaddeus McCormack reported that the Successor Agency Oversight Committee is being formed and that an alternate to the Board besides Cuong Nguyen from our agency needs to be appointed. He noted that tonight's agenda includes a report with this recommendation. Mr. McCormack thanked Vivian De León for filling in for Deputy City Clerk Anita Jimenez who is attending a

City Clerks conference. Mr. McCormack noted that the Standing Budget Subcommittees for Events, Services, and Programs, and for the Labor and UUT needed re-appointment for this year's budget and is looking to have Mayor Pro Tem Serrano/Councilmember Serrano and Councilmembers González/Trujillo head these committees respectively. He would like to schedule the first Budget Study Session the first week in May 2012. Mr. McCormack announced that the Relay for Life Subcommittee needs council reappointment as well, which previously consisted of Councilmember Trujillo and Mayor Pro Tem Moore.

5. **CONSENT AGENDA**

A. Approval of Minutes of the March 8, 2012 Special City Council Meeting

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

B. Approval of Minutes of the March 8, 2012 Regular City Council Meeting

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

C. Councilmember Serrano's Attendance at the 2012 SCAG Regional Conference & General Assembly

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

Councilmember Serrano moved the approval of Items 5A, 5B and 5C; Councilmember Trujillo seconded the motion, which carried unanimously.

6. **ORDINANCE FOR INTRODUCTION/PASSAGE**

Ordinance No. 1030 – An Urgency Ordinance Enacting and Adopting Supplement 15 to the Code of Ordinances for the City of Santa Fe Springs and Declaring an Emergency

Recommendation: That the City Council waive further reading and introduce and adopt Ordinance No. 1030 which would update the City's Municipal Code by incorporating all Ordinances passed by the Council since the last update.

Mayor Rounds called on City Manager Thaddeus McCormack for a background to this item; Mr. McCormack noted that this item did not include all of the necessary reports and therefore would need to be tabled. There being no objection from the City Council, Mayor Rounds tabled the item.

NEW BUSINESS

7. Resolution No. 9367 - Approval of Agreement Between the City of Santa Fe Springs and the City of La Mirada Regarding the Exchange of Community Development Block Grant (CDBG) Funds for Fiscal Year 2012–2013

Recommendation: That the City Council: (1) Adopt Resolution No. 9367; and (2) Authorize the City Manager to execute any and all documents necessary to complete the exchange of funds on behalf of the City.

Mayor Rounds called on City Manager Thaddeus McCormack; who in turn noted that this CDBG federal grant is used to fund capital projects in the city. Generally, 15% of the fund is used for low to moderate income public service programs with very strict guidelines. As a result the City will sell the remaining funds at .71¢ on the dollar to the City of La Mirada.

Councilmember González moved to approve Item 7 and 8; Councilmember Serrano seconded the motions, which carried unanimously.

8. Resolution 9368 – Establishing a Ticket/Pass Distribution Policy Pursuant to the Fair Political Practices Commission Regulation No. 18944.1 and Establishing a City Policy

Recommendation: That the City Council adopt Resolution 9368 establishing a Ticket/Pass Distribution Policy pursuant to the Fair Political Practices Commission (FPPC) Regulation No. 18944.1 and establishing a City Policy.

See item #7

9. Valley View Grade Separation Project – Reimbursement of Costs Incurred by Burlington Northern Santa Fe Railway Company

Recommendation: That the City Council authorize payment to the Burlington Northern Santa Fe Railway Company in the amount of \$399,001.16 for cross over work completed pursuant to the Interagency Underpass Agreement in conjunction with the Valley View Avenue Grade Separation project.

Councilmember González moved to approve Item 9; Mayor Pro Tem Moore seconded the motion, which carried unanimously.

10. Award of Contract – Interstate 5 Water Main Relocation for the Carmenita Road Segment

Recommendation: That the City Council: (1) Approve the installation of 12-inch diameter ductile iron pipe in Freeway Drive from Spring Avenue to Radius Place; (2) De-appropriate \$150,000 from 16-inch Transmission Main – Phase 1 (453-B009) and appropriate \$150,000 to the Interstate 5 Water Main Relocation for the Carmenita Road Segment (484-R539) to construct a water main in Freeway Drive from Spring Avenue to Radius Place; (3) Accept the bids; and (4) Award a contract to Vido Artukovich & Sons, Inc./Vidmar, Inc., a Joint Venture of South El Monte, California, in the amount of \$4,114,930.

Mayor Pro Tem Moore moved to approve Item 10 with amended changes noted on revised report; Councilmember Serrano seconded the motion, which carried unanimously.

11. Lease of Water Pumping Allocation Rights to the City of Whittier – Approval of Agreement

Recommendation: That the City Council take the following actions: (1) Approve the Agreement for Lease of Water Pumping Allocation Rights with the City of Whittier; and (2) Authorize the City Manager to execute the agreement.

Councilmember Serrano moved to approve Item 11; Councilmember Trujillo seconded the motion, which carried unanimously.

12. Request for Out-of-State Travel for Fire Rescue Mechanics to Attend Training for the Maintenance of Fire Apparatus in Las Vegas, NV

Recommendation: That the City Council approve out-of-state travel for Fire Mechanics Dana Beile and Ed Andrade to attend training for the maintenance of fire apparatus at the Pierce Manufacturing Facility on April 18 and 19, 2012.

Councilmember González moved to approve Item 12; Councilmember Trujillo seconded the motion, which carried unanimously.

13. Review and Approve Recommended 2012 Summer Aquatics Program

Recommendation: That the City Council approve the Parks and Recreation Division's revised 2012 Summer Aquatics Program with recommended fee increases and programmatic changes to provide summer swim lessons.

City Manager Thaddeus McCormack informed Council that Staff explored options to keep the pool open and that through a combination of increase in fees, cutting staff salaries including employee layoffs, and reducing lesson times to create revenue the City was able to save \$70,000.

Councilmember González inquired if it was possible to make lap swimming affordable. Mr. McCormack advised Councilmember González that lap swimming operation is cost prohibited – as it requires additional lifeguard staff.

Councilmember Serrano inquired on the schedule for use of the swimming pool. Carole Joseph, Director of Parks and Recreation Services advised Councilmember Serrano that the pool is available from the last two weeks in June to mid-September. Mr. McCormack also noted that in previous years the pool was open from March to October, but due to budget challenges the hours have been scaled back.

Councilmember Trujillo moved to approve Item 13; Councilmember Serrano seconded the motion, which carried unanimously.

14. Authorize the Purchase of Grant Funded Portable Radios from Motorola Inc.

Recommendation: That the City Council authorize the Director of Purchasing to purchase Motorola radios utilizing County of Los Angeles' Contract No. MA-IS-43070 and authorize issuing a purchase order in the amount of \$11,615.94.

Mayor Pro Tem Moore moved to approved Item 14, Councilmember Serrano seconded the motion, which carried unanimously.

RECESS

Mayor Rounds at 6:22 p.m. recessed the Council Meeting to go into Closed Session for Items 15 through 18.

CLOSED SESSION

15. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs City Employees' Association

16. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization: Santa Fe Springs Firefighters' Association

17. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: City Manager, City Attorney, Labor Attorney

Employee Organization: Santa Fe Springs Executive, Management, and Confidential Employees' Association

18. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

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

RECONVENE

Mayor Rounds at 7:11 p.m. reconvened the Council Meeting with all Councilmembers present.

There was no report from the Closed Session.

19. INVOCATION

Councilmember Trujillo gave the invocation

20. PLEDGE OF ALLEGIANCE

Mayor Rounds called on Wayne Morrell, Principal Planne, to lead the Pledge of Allegiance.

INTRODUCTIONS

21. No members of the Youth Leadership Committee were present.

22. Mayor Rounds introduced Debbie Baker of Simpson Advertising, Inc.

23. ANNOUNCEMENTS

Mayor Rounds announced that Councilmember González celebrated his birthday earlier in the week. The audience sang Happy Birthday to Councilmember González and cake was served.

Mayor Rounds called on Maricela Balderas for community announcements.

PRESENTATIONS

24. Proclaiming April 27, 2012 as "National Arbor Day"

Mayor Rounds called on Vivian De León - Deputy City Clerk to read the proclamation, he then presented Noe Negrete, Assistant Director of Public Works and May Sharp from the Beautification Committee with the proclamation. The Beautification Committee will be contacted once a date is set for the tree planting at Lakeview Elementary School.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

25. Mayor's Appointment to Successor Agency Oversight Board

Recommendation: That the Mayor appoint an alternate to the employee organization representative on the Oversight Board, so that the City's interests and perspective will be represented at meetings of the Oversight Board.

Mayor Rounds appointed Jose Barrios as the alternate to the Board.

26. Committee Appointments

Mayor Rounds appointed Mayor Pro Tem Moore and Councilmember Serrano to the Budget Subcommittee - Events, Services and Programs; and for the Budget Subcommittee - Labor and UUT he appointed Councilmember González and Councilmember Trujillo.

Mayor Rounds appointed Mayor Pro Tem Moore and Councilmember Trujillo to the Relay for Life Subcommittee.

27. ORAL COMMUNICATIONS

Mayor Rounds opened Oral Communications at 7:20 pm.

City Attorney Steve Skolnik informed the speakers that they would be allowed three minutes each; and specified that Council cannot take any action on items not on the agenda.

There were a total of eight cards received from the following persons, who spoke on the importance of keeping the City's Family & Human Services Daycare Program available to the residents and business community and urged council to consider other options before closing the facilities.

Lilia Rodriguez-Paniagua	10355 Slusher Drive	Santa Fe Springs, CA 90670
Susan Lopez	11302 Darcy Street	Santa Fe Springs, CA 90670
Elise Esparza	10717 Shire Place, #6	Whittier, CA 90601
Enided Castillo	10905 Pioneer Blvd. Apt. #6	Santa Fe Springs, CA 90670
Luz Doss	11559 Claymore Street	Santa Fe Springs, CA 90670
Diana Rodriguez	11510 Promenade Circle	Santa Fe Springs, CA 90670
Ada A. Serrano	11226 Garetal Street	Santa Fe Springs, CA 90670
Dora Sandoval	12144 Harvest Avenue	Norwalk, CA 90650

City Manager McCormack indicated that the State of California is responsible for taking \$32 million from the City which has resulted in employee layoffs and the closing of some childcare services which is unfortunate, but necessary.

Having no one else come forward, Mayor Rounds closed Oral Communications at 7:40 p.m.

28. EXECUTIVE TEAM REPORTS

Mayor Rounds reiterated that the State's take away impacted the Home Repair Program, Home Rebate Program, Bus Shuttle Service, and Police Services. This makes for a difficult time to do Council's job.

Councilmember González indicated that it was the worst thing to have happen to the City in the past 15 years. He attended the annual Easter Egg Hunt and indicated that he had a great time.

Councilmember Trujillo expressed thanks to the Family & Human Services Center, Parks and Recreation, and Public Works staff for their hard work in putting on such a wonderful Easter Egg Hunt event, despite budget cuts.

Mayor Pro Tem Moore informed Council that he along with Mayor Rounds attended a meeting sponsored by BreitBurn in Long Beach to view a model of seismic testing equipment used for oil drilling. This process is being viewed as a way to generate funds for the City. Once implemented in the City, residents will receive information notices via mail. He noted that due to State taking away funds at the end of January, tough decisions had to be made in order to balance the city's budget.

29. ADJOURNMENT

Mayor Rounds, at 7:47 p.m. adjourned the City Council meeting in memory of William Blake, father of employee Cherie Blake; long time city residents and community volunteers Ruth Gray, Raymond Gibson; and the Mayor's long time neighbor a retired Downey Police officer Matt Skobel. Mayor Rounds also acknowledged the passing of Whittier Councilmember Greg Nordbak's mother.

William K. Rounds
Mayor

ATTEST:

Vivian De Léon, Deputy City Clerk

Date



City of Santa Fe Springs

City Council Meeting

May 10, 2012

ORDINANCE FOR INTRODUCTION

Ordinance No. 1031 – An Ordinance Amending Section 30.02 of the City Code Regarding Appointments or Removals

RECOMMENDATION

That the City Council waive further reading and introduce Ordinance No. 1031 which would amend section 30.02 of the City's Municipal Code pertaining to Appointments or Removals.

BACKGROUND

At the meeting of April 26, 2012, the City Council updated the City's Municipal Code to include all Ordinances passed since December 9, 2010. While reviewing the Code, Mayor Pro Tem Moore became aware of the need to also update Section 30.02 of the Code.

Ordinance 1031 revises Section 30.02 to allow the City Council to Direct the City Manager to investigate alleged improprieties relating to the appointment or removal of employees in the administrative service of the City.

Thaddeus McCormack
City Manager

Attachment(s)

Ordinance No. 1031

ORDINANCE NO. 1031

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
AMENDING SECTION 30.02 OF THE CITY CODE
REGARDING APPOINTMENTS OR REMOVALS**

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

Section 1. Section 30.02 of the City Code is hereby amended to add the following sentence at the end thereof:

“The City Council may, however, ask or direct the City Manager to investigate alleged improprieties and take appropriate action based on the results of such investigations.”

Section 2. Except as amended herein, Section 30.02 shall remain in full force and effect.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section 4. The Deputy 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.

ADOPTED AND APPROVED this 10th day of May, 2012.

Mayor

ATTEST:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

May 10, 2012

PUBLIC HEARING

Consideration of the Adoption of Resolutions of Necessity Nos. 9369 and 9370 Amending Resolution Nos. 9224, 9321, 9225, and 9322 by Increasing the Terms of the Previously Identified Temporary Construction Easements in Said Resolutions for Public Purposes for the Valley View Grade Separation Project

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Separately consider each of the following Resolutions:
 - a. Resolution No. 9369 – A Resolution of Necessity of the City of Santa Fe Springs amending Resolution Nos. 9224 and 9321 by increasing the terms of the previously identified temporary construction easements and declaring certain real property interests located at 14515-14565 Valley View Avenue, and further identified as Assessor's Parcel Number 8069-006-042, necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Grade Separation Project;
 - b. Resolution No. 9370 – A Resolution of Necessity of the City of Santa Fe Springs amending Resolution No. 9225 and 9322 by increasing the terms of the previously identified temporary construction easement and declaring certain real property interests located at 14027 and 14103 Borate Street and 14100 Borate Street (14911 Valley View Avenue), and further identified as Assessor's Parcel Number 8069-008-031, 032 and 033, necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Grade Separation Project;
2. Open and conduct a Public Hearing on the adoption of the proposed Resolutions of Necessity, receive from staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard on issues A, B, C, and D as stated in the Report, and consider all evidence to determine whether to adopt each proposed Resolution of Necessity, each of which requires the City Council's separate consideration and determination;
3. If the City Council finds, based upon the evidence contained and referred to in this Report, the testimony and comments received at this hearing, and all written testimony submitted to the City Council, that the evidence warrants the necessary findings with respect to each of the proposed Resolutions of Necessity, then staff recommends that the City Council, in the exercise of its discretion, adopt proposed Resolution Nos. 9369 and 9370 (each of which requires a 4/5 vote of the entire Council) and authorize the City Attorney's office to file an eminent domain proceeding to acquire the following property:

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

Date of Report: May 3, 2012

DJS

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RECOMMENDATION (Cont'd)

- a. Portions of 14515 – 14565 Valley View Avenue (Assessor's Parcel Number 8069-006-042) for a partial fee take, permanent street easement, permanent utility easement and temporary construction easements;
- b. Portions of 3 contiguous parcels on Borate Street, identified as follows:
 - i. 14027 Borate Street (Assessor's Parcel Number 8069-008-031) for a permanent utility easement; and
 - ii. 14103 Borate Street (Assessor's Parcel Number 8069-008-032) for permanent utility easements; and
 - iii. 14100 Borate Street (commonly known as 14911 Valley View Avenue) (Assessor's Parcel Number 8069-008-033) for permanent utility easements and a temporary construction easement.

These real property interests are referred to collectively as "Subject Property Interests" and are described more particularly in the Exhibits attached to each Resolution of Necessity. Each Resolution also contains a drawing depicting the location of the Subject Property Interests in relation to the Valley View Avenue Grade Separation Project. Said Resolutions together with their exhibits are attached hereto and incorporated in this Report by this reference;

4. With respect to each Resolution of Necessity that is approved, authorize the City Attorney's office and City staff to take all necessary steps to deposit with the Court the amount of probable compensation required by law for issuance of the Order for Possession; and
5. Authorize the City Manager, or his designee, to execute all necessary documents.

BACKGROUND

The City Council has before it two proposed Resolutions of Necessity for the acquisition of a partial fee interest, permanent street easements, permanent utility easements and temporary construction easements on certain real properties located on Valley View Avenue and Borate Street in the City of Santa Fe Springs ("City") in connection with the Valley View Avenue Grade Separation Project ("Project"). The real property interests sought to be acquired for the Project are for a public use, namely for the construction and maintenance of a grade separation, and all purposes necessary and convenient thereto in connection with the Project pursuant to the authority conferred upon the City of Santa Fe Springs to acquire property by eminent

domain by California Government Code sections 37350, 37350.5, 37351, 40401 and 40404 and California Code of Civil Procedure section 1230.010, *et seq.* (Eminent Domain Law), including, but not limited to sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.150, 1240.410, 1240.510, 1240.610, 1240.650, and other provisions of law.

The Project is a joint effort of the Cities of Santa Fe Springs and La Mirada in cooperation with Caltrans, Division of Rail and the Burlington Northern and Santa Fe Railway Company's (BNSF) railroad. The purpose of the Project is to improve safety and traffic flow along Valley View Avenue that is interrupted by the existing at-grade BNSF railroad crossing.

The following property interests are needed to construct the Project: 4 permanent fee takings, 14 permanent easements, and 14 temporary construction easements from 8 parcels located adjacent to the proposed grade separation. Construction was originally expected to begin in August 2010 and to be completed within 30 months afterward. The City Council previously adopted Resolution Nos. 9224 and 9225, which are Resolutions of Necessity for the acquisition of the real property described herein. Due to the delay in securing an allocation of funding from the California Transportation Commission, it was necessary to extend the duration of the temporary construction easements identified in the prior Resolutions of Necessity. The City Council amended the terms of the temporary construction easements identified in Resolution Nos. 9224 and 9225 by adopting Resolution Nos. 9321 and 9322.

Now, the City Council is being asked to amend Resolution Nos. 9224, 9225, 9321 and 9322. The Cities of Santa Fe Springs and La Mirada have studied the existing grade crossing at Valley View Avenue and Stage Road and have determined that the Project will reduce traffic congestion in and around the intersection of Valley View Avenue and Stage Road. A true and correct copy of the environmental assessment report for the Project is on file in the office of the Director of Public Works for both the Cities of Santa Fe Springs and La Mirada and is incorporated into this report by this reference.

As shown more fully below, the real properties that are the subject of the Resolutions of Necessity to be considered by the City Council are necessary for the Project. The "Subject Property Interests" the City seeks to acquire for the Project are described as follows:

- Portions of 14515 – 14565 Valley View Avenue (Assessor's Parcel Number 8069-006-042) for a partial fee take, permanent street easement, permanent utility easement and temporary construction easements;
- Portions of 3 contiguous parcels on Borate Street, identified as follows:

- 14027 Borate Street (Assessor's Parcel Number 8069-008-031) for a permanent utility easement;
- 14103 Borate Street (Assessor's Parcel Number 8069-008-032) for permanent utility easements; and
- 14100 Borate Street (commonly known as 14911 Valley View Avenue) (Assessor's Parcel Number 8069-008-033) for permanent utility easements and a temporary construction easement.

Legal descriptions of each of the Subject Property Interests the City seeks to acquire from the property located at 14515-14565 Valley View Avenue are attached as Exhibits "1A" through "10A" to the Resolution of Necessity. Maps depicting the location of each the Subject Property Interests the City seeks to acquire from the property located at 14515-14565 Valley View Avenue are attached as Exhibits "1B" through "10B" to the Resolution of Necessity. Legal descriptions of each of the Subject Property Interests the City seeks to acquire from the property located at 14027 and 14103 Borate Street and 14100 Borate Street (commonly known as 14911 Valley View Avenue) are attached as Exhibits "1A" through "6A" to the Resolution of Necessity. Maps depicting the location of each the Subject Property Interests the City seeks to acquire from the property located at 14027 and 14103 Borate Street and 14100 Borate Street (commonly known as 14911 Valley View Avenue) are attached as Exhibits "1B" through "6B" to the Resolution of Necessity. Each Resolution of Necessity and their respective exhibits are incorporated into this Report by this reference.

In order to adopt each Resolution of Necessity with respect to the Subject Property Interests, the City Council must find and determine with respect to each proposed acquisition that:

- A. The public interest and necessity require the Project; and
- B. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury; and
- C. The Subject Property Interests described in each Resolution of Necessity are necessary for the Project; and
- D. The City has made an offer as required by Government Code section 7267.2 to each of the owners of record of the property it seeks to acquire.

The amount of just compensation is not an issue before the City Council at this hearing. This hearing relates to issues A, B, C, and D above.

DISCUSSION

Description of Project and Environmental Review

The Project requires a grade separation along Valley View Avenue and construction of a new railroad bridge with three tracks across the Valley View Avenue right-of-way in order to eliminate the existing at-grade crossing. The primary element of the Project will involve lowering the intersection of Valley View Avenue and Stage Road by approximately 21 feet so that Valley View Avenue traffic will be able to drive under the railroad bridge. However, while all 4 quadrants adjacent to this intersection will be impacted, no buildings will need to be acquired or modified, nor does the Project require any existing businesses to be relocated in order to complete construction. Additionally, appropriate mitigation measures will be implemented to address impacts on affected parking areas, access to private property and disruption of private utility services.

The widths of Valley View Avenue and Stage Road will be unchanged. However, to allow for the lowering of the intersection of Valley View Avenue and Stage Road, temporary sheeting and permanent retaining walls will be constructed within the adjacent properties via permanent road and slope easements. The limits on Valley View Avenue where work will be done are approximately 750 feet north of Stage Road and extend to 900 feet south of Stage Road. The lowest point of elevation on Valley View Avenue will be 21 feet below the before condition street grade and 16 feet below the bottom of the steel bridge of the railroad at the BNSF railroad crossing. The Project will necessitate the modification and, in some cases, the relocation of driveways along Valley View Avenue and the north side of Stage Road west of Valley View that are within the limits of the Project, to meet the new street grade. The Project will also require extensive relocation, removal and reconstruction of all affected utility lines, including public water, sewer and drainage lines.

Northeast Quadrant of the Project

Three properties within the northeast quadrant will be affected by the Project. All three are located within the City of La Mirada. They are identified as follows:

- Property No. 1: 14324 San Ardo Drive (APN 8061-033-006)
- Property No. 2: 14330 San Ardo Drive (APN 8061-033-005)
- Property No. 3: 14652 Valley View Avenue (APN 8061-033-021)

With respect to each property, an 11-foot wide permanent property acquisition and a 4-foot wide temporary construction easement will be needed along the rear of these three single family residential properties for the Project for utility systems, roadway, and sidewalk construction purposes. A reinforced concrete retaining wall will be constructed within the fee acquisition area to allow for the lowering of Stage Road to the new elevation. In the before condition, these properties are approximately three feet above existing Stage Road grade level, and the acquisition areas are improved with landscaped planters. Utilities will be relocated and a new sidewalk will be constructed. The difference in street grade along Stage Road will be gradual from zero to 21 feet at the intersection with Valley View Avenue.

Northwest Quadrant of the Project

One property in the northwest quadrant will be affected by the Project. It is located within the City and is identified as follows:

- 14515 – 14565 Valley View Avenue (APN 8069-006-042)

With respect to this property, a variety of temporary and permanent easements will be needed to accommodate the construction of new curb, gutter, sidewalk, landscaped slope, retaining walls, and utility relocation. Approximately 28-1/2 feet will be needed from adjacent private property along Stage Road and approximately 33 feet will be needed from property adjacent to Valley View Avenue. The southern driveway for this property along Valley View Avenue will be relocated approximately 45 feet to the north and reprofiled for a difference of about 6 feet. The eastern driveway for this property along Stage Road to the adjacent property will be relocated approximately 65 feet to the west and reprofiled for the difference of about two feet at that location. The change in grade of Valley View Avenue will be from zero to 21 feet at the intersection with the BNSF under crossing with 16 feet of clearance under the new railroad bridge. During construction, there will be a temporary loss of parking spaces in order to accommodate a temporary detour road, utility relocation and construction.

Southwest Quadrant of the Project

One property within the southwest quadrant of the Project, consisting of 3 parcels, will be affected by the Project and is located in the City. The parcels are identified as follows:

- 14027 Borate Street (APN 8069-008-031)
- 14103 Borate Street (APN 8069-008-032)
- 14100 Borate Street (14911 Valley View Avenue) (APN 8069-008-033)

With respect to this property, 25 feet will be needed along Stage Road for relocation of utilities and approximately 25 feet will be needed along Valley View Avenue for new curb, gutter, sidewalk and retaining walls. The driveway from Valley View into this property will be modified to join the new elevation for Valley View Avenue. The change in grade along Valley View Avenue will be from zero to 21 feet at the intersection with Stage Road north of the undercrossing. During construction, there will be a temporary loss of parking spaces to some of the properties, to allow for construction of a temporary detour road, utility relocation and other construction.

Southeast Quadrant of the Project

Two properties within the southeast quadrant of the Project will be affected by the Project. Both are located within the City of La Mirada.

Property No. 1 includes the following parcel:

- 14830 Valley View Avenue (APN 8069-009-021)

With respect to this property, approximately 11-3/4 feet will be needed along the Valley View frontage of this property to accommodate the construction of new curb, gutter, sidewalk, a landscaped slope, retaining walls and utility relocation. A 5-foot wide utility easement will be necessary as well to accommodate some utility relocation work. The northern driveway to this property will be reconstructed to meet the new grade of Valley View. In the before condition, the existing northern parking lot for this property is situated about 5 feet below street grade. In the after condition, the northern parking area will be about 4 feet above street grade. The building will sit about 8 feet above street grade in the after condition. Due to the change in grade and needed right of way, the northernmost parking area of the corner parcel will have to be regraded and striped. As a result, portions of this parking area will be as much as 7 feet lower than they are in the existing condition with respect to the adjacent building and a new exterior stairwell will need to be constructed for pedestrian access. The southerly driveway for this property will be reprofiled to meet the new grade of Valley View. The change in grade of Valley View Avenue along the frontage of this property will be from zero to 21 feet at the intersection with the BNSF undercrossing.

Property No. 2 includes the following parcel:

- 14950-14952 Valley View Avenue (APN 8069-009-020)

A temporary construction easement ranging in size from 6 feet to 15 feet in width will be needed along the Valley View frontage of this property to accommodate the construction of new sidewalk and utility pole relocation work. A 40-foot by 50-foot temporary construction easement will also be needed so that the existing driveway can be modified to meet the new grade of Valley View. Along the north side of this property, and also along the west side of the property, two 10-foot wide permanent utility easements will be needed to accommodate the relocation of underground utilities.

Supplemental Information

During construction of the railroad bridges and grade separation, Valley View Avenue will be detoured, near to Stage Road, to the west through adjacent private property for a period of 30 months. All damaged site improvements within the temporary construction easement areas will be repaired or replaced in kind as part of the construction of the Project.

The Los Angeles-San Diego Rail Corridor is the second busiest intercity passenger rail corridor in the nation. The corridor serves not only BNSF freight traffic; it is also a key artery for Metrolink commuter service and Amtrak intercity services to and from Orange, San Diego and Riverside counties. Approximately 100 trains per day use this congested corridor, often causing delays to traffic traveling on surface streets with

the existing at-grade crossings, which in turn translate into significant economic losses. Additionally, the projected increases in the frequency of freight services, as well as future increases of commuter rail services and intercity train services as an alternative mode of transportation, indicate that there will be more delays to traffic traveling on streets with at-grade crossings.

The Project is being implemented to achieve one immediate objective. The grade separation will substantially enhance safety and traffic flow on surface streets along this segment of the rail corridor by eliminating the existing at-grade intersection of trains and motor vehicle traffic. In addition, it is anticipated that the Project will reduce air and noise pollution emanating from idling vehicles waiting for trains to pass through the existing at-grade crossings and will reduce noise pollution created by air horn and warning signals. These concerns are identified in both the Land Use and Circulation Elements of the Cities of Santa Fe Springs and La Mirada. The Project is identified as a means of enhancing public safety and traffic flow and will also reduce air and noise pollution within the Cities of Santa Fe Springs and La Mirada.

As discussed more fully below, the Project was considered as part of a 2003 Program Environmental Impact Report (PEIR) prepared by the California Department of Transportation, Division of Rail. The PEIR evaluated the potential adverse environmental impacts that could result from construction of railroad track improvements and seven grade separation projects along a 14.7 mile segment of the BNSF's East-West Main Line Railroad Track. BNSF operates freight trains and the Division of Rail oversees the intercity passenger rail system within California. It is estimated that up to 100 freight and passenger trains presently use this segment of the main line track. The Division of Rail, in cooperation with Metrolink, served as the California Environmental Quality Act (CEQA) lead agency for these rail corridor improvement projects.

An Initial Study for the Project was prepared in April 2001. A Notice of Preparation (NOP)/Scoping Announcement for the preparation of a Draft PEIR was circulated on April 16, 2002. Public scoping meetings were held on April 24 in Santa Fe Springs, on April 25 in La Mirada, and on April 29 in Pico Rivera. The Notice of Completion (NOC) of the Draft PEIR was filed in April 2003. The public review period was April 4 through May 19, 2003. There were four public meetings held on the Draft PEIR: April 29 in Buena Park, April 30 in Santa Fe Springs, May 6 in Pico Rivera, and May 7 in La Mirada.

The Final PEIR for SCH#2002041111 was completed in November of 2003. It was certified by Caltrans on November 29, 2003. The Final PEIR consisted of the Draft PEIR document, comments and recommendations received on the Draft PEIR, as well as responses, and some attachments. Attachments included the NOP responses, drawings for Valley View, a Summary of Property Acquisition Procedures, and a Mitigation Monitoring and Reporting Program.

The Project will be undertaken as a joint effort of the Cities of Santa Fe Springs and La Mirada. The Cities of Santa Fe Springs and La Mirada are the Responsible

Agencies for the Project. An Environmental Assessment (EA) was prepared to determine if further environmental analyses was needed in order to fulfill NEPA requirements. The EA evaluated the potential effects on the environment from construction and operation of the Valley View grade separation. The EA considered several project alternatives, but ultimately concluded that the Project was the best and most cost-effective alternative.

After careful review, Caltrans concluded that the Project was exempt from CEQA and issued Categorical Exemption number CE 200508014. The Categorical Exemption found that the Project did not individually or cumulatively have a significant environmental effect and was excluded from the requirement to prepare an Environmental Impact Report. This determination was executed by Caltrans on August 31, 2005. It further required FHWA determination that the Project met the criteria of and was properly classified as a Categorical Exemption. The FHWA determination was made on September 12, 2005.

The Project will not result in any population increase, nor will it generate any new on-road traffic that would cause increased regional mobile source emissions. In addition, the proposed grade separation at Valley View Avenue will allow for increased operational efficiency and speeds of trains and will improve traffic flow by eliminating the existing at-grade crossing. The elimination of the at-grade crossing will increase the average train speed, reduce train delays, idling inside tracks and surface street queuing. This will reduce the potential for CO "hot spots". A short-term increase in dust and equipment exhaust will occur during construction of the Project. However, the direct air quality implication of project implementation will be minimal. Creation of a third track and the grade separation are considered air quality positive, because trains are more "pollution efficient" per ton-mile or passenger-mile than on-road transportation. This results in positive cumulative project impacts.

Caltrans also considered a "No Project" alternative as part of its environmental analysis. All other alternatives were rejected as being infeasible or unreasonable to meet the Project's objectives, which is a grade separation at the current at-grade crossing of Valley View Avenue and the BNSF main line tracks in the Cities of Santa Fe Springs and La Mirada. The "No Project" alternative would not meet the Project's objectives for obvious reasons. It would, however, eliminate all of the short-term construction impacts identified in the Environmental Assessment and the PEIR, none of which were identified as being significant and adverse as long as mitigation measures are implemented.

Caltrans also recognized that the "No Project" alternative would result in the at-grade crossing being retained at Valley View and the BNSF railroad tracks. The "operational" effects of the continued at-grade crossing when compared to the alternative of a grade separation would result in more adverse environmental effects than a grade separated project. Specifically, traffic delays would continue to be substantial relative to the grade separated project, up to an estimated 150 minutes per day. These delays would be contrasted to the continuous flow of traffic with the grade separation. An indirect consequence of maintaining the at-grade separation

would be continued delays or longer response times for emergency vehicles which would not have a grade separated crossing on Valley View as one option for responding south of Stage Road. Perhaps, more important, the traffic safety hazards inherent in an at-grade crossing would not be eliminated if the "No Project" alternative were selected for implementation.

A second negative impact is that the local noise environment would experience higher background sound levels with the "No Project" alternative. This occurs for two reasons: first, train horns that must still be blown at locations with at-grade crossings; and secondly, the traffic on Valley View would not be reduced due to placing the traffic below grade with an underpass.

By retaining the at-grade crossing under the "No Project" alternative, air emissions from local traffic on Valley View would be greater relative to the continuous flow of traffic under the Project. It is not possible to calculate the difference in emissions because it is not possible to know how many of the 20,000+ trips on Valley View actually get stopped during the estimated 150 minutes of delays on the roadway. However, a substantial amount of vehicle idling emissions would continue if the "No Project" alternative were selected for implementation.

Other longer-term effects, such as improved protection for utilities, better functioning of the drainage system, and improved water quality due to better treatment systems in the roadway, would be eliminated if the "No Project" alternative was selected for implementation instead of the Project. Ultimately, Caltrans determined that the primary adverse effects of the Project are the result of construction activities. All construction activities have either less than significant impacts with no mitigation or less than significant impacts with the implementation of mitigation measures. For those reasons, Caltrans rejected the "No Project" alternative.

All of the environmental documentation prepared in connection with the PEIR, the Environmental Assessment and the Categorical Exemption, have been reviewed by City staff in connection with the proposed Resolutions of Necessity to be considered on May 10, 2012, pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code. Staff has concluded that no substantial changes have occurred in the Project and its related applications, and that the City has not obtained any new information of substantial importance that would require the City to undertake further environmental analysis. These environmental findings in connection with the Project and related applications are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests.

The City's General Plan, the PEIR, the staff report in connection with the PEIR, the Environmental Assessment, the staff report in connection with the Environmental Assessment, the Categorical Exemption, exhibits to these documents and all documents referenced therein, the City's proposed construction plans, and aerial maps of the Subject Property Interests are on file in the City's Public Works Department, and are incorporated in this Report by this reference.

The Project will require the relocation of several utilities that are located on the Subject Property Interests. The City has consulted with the impacted utility companies and has reached an agreement as to the proposed relocation sites for the utilities impacted by the Project.

City's Actions Pursuant to Government Code Section 7262 et seq.

As more fully described below, the City, pursuant to California Government Code Section 7262 *et seq.*, obtained appraisals of the fair market value of the extended terms of the temporary construction easements, set just compensation in accordance with the appraised fair market value and extended written offers to the owners of record.

Following is a brief summary of the City's actions with respect to each of impacted properties pursuant to Government Code Section 7262 *et seq.*

• **14515 – 14565 Valley View Avenue – APN 8069-006-042**

Pursuant to Government Code Section 7262 *et seq.*, the City obtained an initial fair market value appraisal of this property based on a June 5, 2008 date of value. The City set just compensation in accordance with the appraised fair market value and in September 2008 extended a written offer letter to the owner of record of 14515 – 14565 Valley View Avenue. In October 2008, the City revised its proposed plans for the relocation of various above-ground utilities for the Project. The City determined that additional easements were needed for the Project. Accordingly, the City engaged the same appraiser to update the appraisal report based on the revised legal description. In August 2009, the City reset just compensation in accordance with the updated appraisal, and extended a revised written offer letter to the owner of record. The owner of record did not accept the City's offer and the City adopted Resolution No. 9224 to acquire the necessary property interests.

In March 2011, the City determined that the terms of the temporary construction easements would have to be extended due to the State's failure to release funding committed to this Project. The City had the same appraiser determine the value of the extended terms of the temporary construction easements. The City Council set just compensation based on the appraiser's determination and in April 2011, sent an offer letter to the owner of record for the additional terms of the temporary construction easements. The owner of record did not accept the City's offer and the City adopted Resolution No. 9321 to acquire the necessary property interests.

In March 2012, the City determined that the term of the temporary construction easements would have to be further extended due to the delay in securing authorization from Caltrans and the Federal Highway Administration to proceed with construction. The City had the same appraiser determine the value of the extended terms of the temporary construction easements. The City Council set just compensation based on the appraiser's determination and on April 13, 2011, sent an offer letter to the owner of record for the additional terms of the temporary

construction easements. The owner of record has not responded to the City's offer letter.

- **Portions of 3 contiguous parcels on Borate Street, identified as follows:**

- **14027 Borate Street – APN 8069-008-031**

The extension to the term of the temporary construction easement does not impact this particular property. The offers that were made to acquire the Subject Property Interests from this particular property are discussed below.

- **14103 Borate Street – APN 8069-008-032**

The extension to the term of the temporary construction easement does not impact this particular property. The offers that were made to acquire the Subject Property Interests from this particular property are discussed below.

- **14100 Borate Street (14911 Valley View Avenue) – APN 8069-008-033**

Pursuant to Government Code Section 7262 *et seq.*, the City obtained an initial fair market value appraisal of this property based on a June 5, 2008 date of value. The City set just compensation in accordance with the appraised fair market value, and in September 2008 extended a written offer letter to the owner of record of 14027 and 14103 Borate Street and 14100 Borate Street (commonly known as 14911 Valley View Avenue). In October 2008, the City revised its proposed plans for the relocation of various above-ground utilities for the Project. The City determined that additional easements were needed for the Project. Accordingly, the City engaged the same appraiser to update the appraisal report based on the revised legal description. In August 2009, the City reset just compensation in accordance with the updated appraisal, and extended a revised written offer letter to the owner of record. The owner of record did not accept the City's offer and the City adopted Resolution No. 9225 to acquire the necessary property interests.

In March 2011, the City determined that the term of the temporary construction easement would have to be extended due to the State's failure to release funding committed to this Project. The City had the same appraiser determine the value of the extended term of the temporary construction easement. The City Council set just compensation based on the appraiser's determination and in April 2011, sent an offer letter to the owner of record for the additional term of the temporary construction easement. The owner of record did not accept the City's offer and the City adopted Resolution No. 9322 to acquire the necessary property interests.

In March 2012, the City determined that the term of the temporary construction easement would have to be further extended due to the delay in securing an authorization from Caltrans and the Federal Highway Administration to proceed with construction. The City had an appraiser determine the value of the extended term of

the temporary construction easement. The City Council set just compensation based on the appraiser's determination and on April 16, 2011, sent an offer letter to the owner of record for the additional term of the temporary construction easement. The owner of record has not responded to the City's offer letter.

True and correct copies of the initial and revised offer letters are on file in the City's Public Works Department. These offer letters are incorporated in this Report by this reference. To date, however, no negotiated purchase of the Subject Property Interests has been consummated, and the schedule for the Project requires that the City Council consider the proposed Resolutions of Necessity at this time. City staff is continuing its negotiations with the record owners.

A. The Public Interest and Necessity Require the Project

As shown above, the Project requires a grade separation along Valley View Avenue and the construction of a new railroad bridge with three tracks across the Valley View Avenue right-of-way in order to eliminate an existing at-grade crossing. The Project will substantially enhance safety and traffic flow on surface streets along this segment of the rail corridor by increasing the separation between trains and motor vehicle traffic. In addition, it is anticipated that the Project will reduce air and noise pollution emanating from idling vehicles waiting for trains to pass through at-grade crossings and to reduce noise pollution created by air horn and warning signals.

Specifically, the Project would improve the intersection of Valley View Avenue, Stage Road and the BNSF Railroad by allowing for increased operational efficiency and speeds of trains, as well as replace at-grade signals. The grade separation will result in uninterrupted traffic flow and will eliminate the safety hazards inherent in an at-grade crossing. The Project will also result in fewer delays and shorter response times for emergency vehicles which would now have a grade separated crossing on Valley View as one option for responding south of Stage Road. The elimination of the existing at-grade railroad crossing will increase the average train speed, reduce train delays, idling inside tracks and surface street queuing. This will reduce the potential for CO "hot spots".

These improvements would ensure safer traffic circulation on Valley View Avenue and, prevent unacceptable congestion and unsafe conditions that would result absent the Project. Further, the Project is consistent with the City's General Plan and is required for the public health and safety because it will alleviate existing traffic delays and maintain traffic circulation at the standard set forth in the Circulation Element of the General Plan. The Project would ensure that trains and motor vehicles are separated and can circulate in a safe manner, including emergency vehicles vital to the public health and safety.

The Project is necessary to reduce the existing transportation and traffic congestion impacts on Valley View Avenue, Stage Road and within the BNSF Railroad corridor. This is the second busiest intercity passenger rail corridor in the nation. The corridor serves not only BNSF freight traffic; it is also a key artery for Metrolink commuter

service and Amtrak intercity services to and from Orange, San Diego and Riverside counties. The grade separation proposed is necessary to achieve the traffic and circulation goals identified above, including improving the flow of traffic. Thus, the Project benefits the City as a whole.

The Project also ensures that other goals of the Circulation Element and Land Use Element are met, including the goal of constructing a grade separation crossing to increase public safety and improve traffic circulation within the City.

The Project will require the relocation of several utilities that are located in the Subject Property Interests. The public use for which the City seeks to acquire the Subject Property Interests, namely for grade separation purposes and all uses necessary or convenient thereto, is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which public utility easement holders have appropriated those utility easements, which are located in the Subject Property Interests and are affected by the Project.

B. The Project is Located in the Manner that will be Compatible with the Greatest Public Good and Least Private Injury

As shown in detail above, the Project would create a grade separation at the intersection of Valley View Avenue and Stage Road. The Project would improve safety and traffic flow along Valley View Avenue that is interrupted by the existing BNSF railroad crossing. The Project involves the construction of a railroad bridge with three tracks across the Valley View Avenue right-of-way. In addition, the Project will reduce air and noise pollution emanating from idling vehicles waiting for trains to pass through at-grade crossings and to reduce noise pollution created by air horn and warning signals.

The Project would require a partial fee take, permanent street easements, permanent utility easements and temporary construction easements from properties identified in this Report, which are located immediately adjacent to Valley View Avenue, Stage Road, and the BNSF railroad tracks. The Project cannot be constructed without the acquisition of portions of the following properties for the right-of-way improvements:

- **14515-14565 Valley View Ave. (Assessor's Parcel Number 8069-006-042):**

This property is located within the northwest quadrant of the Project. The Project will require a partial fee take, permanent street easement, permanent utility easement and temporary construction easements from this property. Specifically, the City will require the acquisition of a 1,902 square foot partial fee area, a 12,211 permanent underground pile anchor and utility easement area, a 9,335 square foot permanent subsurface utility easement area, a 2,034 square foot permanent retaining wall easement and a 2,160 square foot permanent slope easement. In order to construct the necessary improvements, the following temporary construction easements have been established to facilitate the installation of permanent improvements, minimize the disruption to traffic, and minimize impacts to the existing businesses on the site:

10,171 square foot temporary construction easement will be needed for 29 months; 8,704 square foot temporary construction easement will be needed for 49 months; 23,738 square foot temporary construction easement will be needed for 49 months; 7,002 square foot temporary construction easement will be needed for 49 months; 1,725 square foot temporary construction easement will be needed for 29 months. All damaged improvements and landscaping located in the proposed acquisition area will be replaced in kind as part of the Project.

- **Portions of 3 contiguous parcels on Borate Street, identified as follows:**

The following three (3) properties are located within the southwest quadrant of the Project.

- **14027 Borate Street (Assessor's Parcel Number 8069-008-031)**

The Project requires a permanent utility easement from this property. Specifically, the City needs to acquire a 4,046 square foot permanent subsurface utility easement from the larger parcel. The proposed acquisition area is located adjacent and southwest of an existing sewer easement that runs along a portion of the northeastern property boundary of the larger parcel. All damaged improvements and landscaping located within the proposed acquisition area will be replaced in kind as a part of the Project.

- **14103 Borate Street (Assessor's Parcel Number 8069-008-032)**

The Project requires two permanent subsurface utility easements from this property. Specifically, the City needs to acquire a 3,100 and 3,950 square foot permanent subsurface utility easement areas from the subject larger parcel. The first permanent subsurface utility easement is located approximately 10 feet southwest of the northeastern property boundary and is generally rectangular in shape. It will be used for the maintenance, repair and replacement of sanitary sewer. The second permanent subsurface utility easement is located adjacent and southwest of the first permanent subsurface utility easement. It is irregular in shape. All damaged improvements and landscaping located within the proposed acquisition area will be replaced in kind as a part of the Project.

- **14100 Borate Street (commonly known as 14911 Valley View Avenue) (Assessor's Parcel Number 8069-008-033)**

The Project requires the acquisition of permanent utility easements and a temporary construction easement. Specifically, the City needs to acquire a 6,285 square foot permanent subsurface utility easement area that will be used for the maintenance, repair and replacement of sanitary sewer. In addition, a 9,708 square foot permanent subsurface utility easement area will be acquired

for the maintenance, repair and replacement of utilities as part of the Project. Finally, the City will require the acquisition of a 46,415 square foot temporary construction easement on the subject property. This area will be needed for a period of 49 months for a detour road to reroute Valley View Avenue during the construction of the grade separation. All damaged improvements and landscaping located within the proposed acquisition area will be replaced in kind as a part of the Project.

The Project, as planned and located, would ensure safe traffic circulation on Valley View Avenue by the construction of a grade separated intersection. The Project will allow the uninterrupted flow of traffic along Valley View by increasing the separation between trains and motor vehicle traffic. During the construction of the railroad bridges and grade separation, Valley View Avenue will be detoured, proximate to Stage Road, to the west through adjacent private property for a period of 30 months.

Further, the Project is consistent with the City's General Plan and is required for the public health and safety because it will alleviate unacceptable levels of traffic congestion, maintain traffic circulation at the standard set forth in the Circulation Element of the General Plan, and provide for the separation of trains and motor vehicle traffic. The Project would ensure that vehicles are able to circulate safely, including emergency vehicles vital to the public health and safety.

The Project is necessary to reduce the existing transportation and traffic congestion impacts on Valley View Avenue caused by the current at-grade railroad crossing. A large number of trains use this congested corridor, often causing blocking delays to traffic traveling on Valley View Avenue and Stage Road. The Project will also reduce air and noise pollution emanating from idling vehicles waiting for trains to pass through the at-grade crossing. It is anticipated that the Project will also reduce noise pollution created by air horn and warning signals. These concerns are identified in the Land Use and Circulation Elements of the City.

The Project will require the relocation of a number of utilities that are located in the Subject Property Interests. The public use for which the City seeks to acquire the Subject Property Interest, namely for the construction of a grade separation, and all uses necessary or convenient thereto, is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which the public utility easement holders have appropriated those utility easements.

C. The Subject Property Interests Described in the Resolutions of Necessity are Necessary for the Project

As explained above, the Project involves the construction of a grade separation along Valley View Avenue and the construction of a railroad bridge with three tracks across the Valley View Avenue right-of-way in order to eliminate the existing at-grade crossing. All four quadrants adjacent to this intersection will be impacted.

The Project would require additional right-of-way for a partial fee take, permanent easements, utility easements, and temporary construction easements. The Project requires the acquisition of the Subject Property Interests, which are located immediately adjacent to Valley View Avenue, at the intersection of Valley View Avenue, Stage Road and the BNSF railroad. The Project cannot be constructed without the acquisition of portions of the following properties, which are described more particularly in the exhibits that are attached to the Resolutions of Necessity, for the right-of-way improvements:

- **14515-14565 Valley View Ave (Assessor's Parcel Number 8069-006-042):**

The Project requires a partial fee take, permanent street easement, permanent utility easement and a temporary construction easement from this property. Specifically, the City will require the acquisition of a 1,902 square foot partial fee area, a 12,211 permanent roadway easement area, a 9,335 square foot permanent subsurface utility easement area, a 2,034 square foot retaining wall easement, and a 2,160 square foot permanent slope easement. In order to construct the necessary improvements, the following temporary construction easements have been established to facilitate the installation of permanent improvements, minimize the disruption to traffic, and minimize impacts to the existing businesses on the site: 10,171 square foot temporary construction easement will be needed for 29 months; 8,704 square foot temporary construction easement will be needed for 49 months; 23,738 square foot temporary construction easement will be needed for 49 months; 7,002 square foot temporary construction easement will be needed for 49 months; 1,725 square foot temporary construction easement will be needed for 29 months. All damaged improvements and landscaping located within the proposed acquisition area will be replaced in kind as part of the Project.

- **Portions of 3 contiguous parcels on Borate Street, identified as follows:**

- **14027 Borate Street (Assessor's Parcel Number 8069-008-031)**

The Project requires a permanent utility easement from this property. Specifically, the City needs to acquire a 4,046 square foot permanent subsurface utility easement from the larger parcel. The proposed acquisition area is located adjacent and southwest of an existing sewer easement that runs along a portion of the northeastern property boundary of the larger parcel. All damaged improvements and landscaping located within the proposed acquisition area will be replaced in kind as a part of the Project.

- **14103 Borate Street (Assessor's Parcel Number 8069-008-032)**

The Project requires two permanent subsurface utility easements from this property. Specifically, the City will require the acquisition of a 3,100 and 3,950 square foot permanent subsurface utility easement areas from the subject

larger parcel. The first permanent subsurface utility easement is located approximately 10 feet southwest of the northeastern property boundary and is generally rectangular in shape. It will be used for the maintenance, repair and replacement of sanitary sewer. The second permanent subsurface utility easement is located adjacent and southwest of the first permanent subsurface utility easement. It is irregular in shape, with a varying length and width. All damaged improvements and landscaping located within the proposed acquisition area will be replaced in kind as a part of the Project.

➤ **14100 Borate Street (commonly known as 14911 Valley View Avenue) (Assessor's Parcel Number 8069-008-033)**

The Project requires the acquisition of permanent utility easements and a temporary construction easement. Specifically, the City will require the acquisition of a 6,285 square foot permanent subsurface utility easement area that will be used for the maintenance, repair and replacement of sanitary sewer. In addition, a 9,708 square foot permanent subsurface utility easement area will be acquired for the maintenance, repair and replacement of utilities as part of the Project. Finally, the City will require the acquisition of a 46,415 square foot temporary construction easement on the subject property. This area will be needed for a period of 49 months for a detour road to reroute Valley View Avenue during the construction of the grade separation. All damaged improvements and landscaping located within the proposed acquisition area will be replaced in kind as a part of the Project.

The Project will require the relocation of several utilities that are located in the Subject Property Interests. The public use for which the City seeks to acquire the Subject Property Interests, namely grade separation purposes, and all uses necessary or convenient thereto, is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which public utility easement holders have appropriated those utility easements.

D. The City has Made the Offer Required by Section 7267.2 of the Government Code to the Owners of Record of the Real Property the City Seeks to Acquire.

As explained more fully above, the City, pursuant to Government Code Section 7262 *et seq.*, obtained fair market value appraisals of the Subject Property Interests, set just compensation in accordance with the appraised fair market value, and extended written offers to the owners of record of the Subject Property Interests.

True and correct copies of the offer letters and revised offer letters are on file in the City's Public Works Department, and are incorporated into this Report by this reference. To date, however, no negotiated purchase has been consummated and the schedule for the Project requires that the City Council consider the proposed Resolutions of Necessity at this time.

Adoption of each Resolution of Necessity requires a separate vote of at least 4/5 of the City Council.

FISCAL IMPACT

Project costs, including the cost of property acquisition, will be reimbursed from Federal and State funds that have been allocated to the Project. Local funds will be needed only to make initial payments.

INFRASTRUCTURE IMPACT

This action does not have a direct impact on City infrastructure. However, any delays in securing the easements referenced herein will have a significant impact on the City's ability to complete, and the current schedule for completing, the Project.



Thaddeus McCormack
City Manager

Attachment(s):

Resolution Nos. 9369 and 9370

Location Map for Resolution No. 9369

Location Map for Resolution No. 9370

RESOLUTION NO. 9369

**A RESOLUTION OF NECESSITY OF THE CITY OF SANTA
FE SPRINGS AMENDING RESOLUTION NOS. 9224 AND
9321 BY INCREASING THE TERMS OF THE
TEMPORARY CONSTRUCTION EASEMENTS AND
DECLARING CERTAIN REAL PROPERTY INTERESTS
NECESSARY FOR PUBLIC PURPOSES AND
AUTHORIZING THE ACQUISITION THEREOF, IN
CONNECTION WITH THE VALLEY VIEW AVENUE
GRADE SEPARATION PROJECT**

**THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, FIND, DETERMINE
AND ORDER AS FOLLOWS:**

SECTION 1. The City of Santa Fe Springs is a municipal corporation, in the County of Los Angeles, State of California.

SECTION 2. The real property interests described in Section 3 of this Resolution are to be taken for a public use, namely for the construction and maintenance of a grade separation, also known as the Valley View Grade Separation Project ("Project"), and all purposes necessary and convenient thereto. The real property interests will be taken from property located at 14515 – 14565 Valley View Avenue (Assessor's Parcel Number 8069-006-042) in the City of Santa Fe Springs, (referred to below as "Subject Property"). The City has the authority to acquire the property interests for the Project pursuant to the authority conferred upon the City of Santa Fe Springs ("City") to acquire real property by eminent domain by California Constitution, Article I, Section 19, California Government Code Sections 37350, 37350.5, 37351, 40401, and 40404, California Code of Civil Procedure Section 1230.010 *et seq.* (Eminent Domain Law), including, but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, 1245.250, and other provisions of law.

SECTION 3. On November 9, 2009, the City adopted Resolution No. 9224, a resolution of necessity, to acquire a 1,902 square foot partial fee area, a 12,211 square foot permanent subsurface pile anchor and utility easement, a 9,335 square foot permanent subsurface utility easement, a 2,034 square foot retaining wall easement, a 2,160 square foot permanent slope easement, a 10,171 square foot temporary construction easement ("01-TCE-4A"), with a term of 12 months, a 8,704 square foot temporary construction easement ("01-TCE-5"), with a term of 36 months, a 23,738 square foot temporary construction easement ("01-TCE-6"), with a term of 30 months, a 7,002 square foot temporary construction easement ("01-TCE-6A"), with a term of 12 months and a 1,725 square foot temporary construction easement ("01-TCE-7"), with a term of 12 months, from the Subject Property. On June 6, 2011, the City adopted Resolution No. 9321 amending Resolution No. 9224 to increase the terms of the of temporary construction easements as follows: 01-TCE-4A for a total term of 26 months,

01-TCE-5 for a total term of 44 months, 01-TCE-6 for a total term of 44 months, 01-TCE-6A for a total term of 44 months, and 01-TCE-7 for a total term of 26 months. The City now seeks to acquire an additional extension to the terms of the temporary construction easements as follows: 01-TCE-4A will be extended by 3 months for a total term of 29 months; 01-TCE-5 will be extended by 5 months for a total term of 49 months; 01-TCE-6 will be extended by 5 months for a total term of 49 months; 01-TCE-6A will be extended by 5 months for a total term of 49 months; and 01-TCE-7 will be extended by 3 months for a total term of 29 months.

The 1,902 square foot partial take area is legally described in Exhibit "1A" and depicted in Exhibit "1B" to the Resolution of Necessity. The 12,211 square foot permanent subsurface pile anchor and utility easement is legally described in Exhibit "2A" and depicted in Exhibit "2B" to the Resolution of Necessity. The 9,335 square foot permanent subsurface utility easement is legally described in Exhibit "3A" and depicted in Exhibit "3B" to the Resolution of Necessity. The 2,034 foot retaining wall easement is legally described in Exhibit "4A" and depicted in Exhibit "4B" to the Resolution of Necessity. The 2,160 foot permanent slope easement is legally described in Exhibit "5A" and depicted in Exhibit "5B" to the Resolution of Necessity. The 10,171 square foot temporary construction easement is legally described in Exhibit "6A" and depicted in Exhibit "6B" to the Resolution of Necessity. The 8,704 square foot temporary construction easement is legally described in Exhibit "7A" and depicted in Exhibit "7B" to the Resolution of Necessity. The 23,738 square foot temporary construction easement is legally described in Exhibit "8A" and depicted in Exhibit "8B" to the Resolution of Necessity. The 7,002 square foot temporary construction easement is legally described in Exhibit "9A" and depicted in Exhibit "9B" to the Resolution of Necessity. The 1,725 square foot temporary construction easement is legally described in Exhibit "10A" and depicted in Exhibit "10B" to the Resolution of Necessity. Said exhibits are attached hereto and incorporated herein by this reference. The aforementioned property interests will be referred to collectively as Subject Property Interests.

SECTION 4. The Project is a joint project between the Cities of Santa Fe Springs and La Mirada in cooperation with Caltrans, Division of Rail and the BNSF railroad. The purpose of the Project is to improve safety and traffic flow along Valley View Avenue that is interrupted by the existing BNSF railroad crossing.

The Project requires a grade separation along Valley View Avenue and construction of a new railroad bridge with three tracks across the Valley View Avenue right-of-way in order to eliminate the existing at-grade crossing. The primary element of the Project will involve lowering the intersection of Valley View Avenue and Stage Road by approximately 21 feet so that Valley View traffic will be able to drive under the railroad bridge. However, while all four quadrants adjacent to this intersection will be impacted, no buildings will need to be acquired or modified, nor does the Project require any existing businesses to be relocated in order to complete construction. Additionally,

appropriate mitigation measures will be implemented to address impacts on affected parking areas, access to private property and disruption of private utility services.

The widths of Valley View Avenue and Stage Road will be unchanged. However, to allow for the lowering of the intersection of Valley View Avenue and Stage Road, temporary sheeting and permanent retaining walls will be constructed within the adjacent properties via permanent road and slope easements. The limits on Valley View Avenue where work will be done are approximately 750 feet north of Stage Road and extend to 900 feet south of Stage Road. The lowest point of elevation on Valley View Avenue will be 21 feet below before condition street grade and 16 feet below the bottom of the steel bridge of the railroad at the BNSF railroad crossing. The Project will necessitate the modification and, in some cases, the relocation of driveways along Valley View Avenue and the north side of Stage Road west of Valley View that are within the limits of the Project, to meet the new street grade. The Project will also require extensive relocation, removal and reconstruction of all affected utility lines, including public water, sewer and drainage lines.

The existing at-grade crossing will need to be isolated in order to construct the new railroad bridge and grade separation. After evaluating various options, the Cities concluded that the most feasible solution was to construct the detour road to the west of the existing crossing. There will be two lanes for each direction in order to accommodate current traffic volumes on Valley View Avenue. The detour road will impact adjacent private property on both the northwest and southwest quadrants of the Project; however no structures will be affected. This detour road will be needed for a period of 30 months. All damaged site improvements within the temporary construction easement areas will be repaired or replaced in kind as part of the construction in the manner proposed.

The Los Angeles-San Diego Rail Corridor is the second busiest intercity passenger rail corridor in the nation. The corridor serves not only BNSF freight traffic; it is also a key artery for Metrolink commuter service and Amtrak intercity services to and from Orange, San Diego and Riverside counties. Approximately 100 trains per day use this congested corridor, often causing blocking delays to traffic traveling on surface streets with the existing at-grade crossings, which in turn translate into significant economic losses. Additionally, the projected increases in the frequency of freight services, as well as future increases of commuter rail services and intercity train services as an alternative mode of transportation, indicate that there will be more blocking delays to traffic traveling on streets with at-grade crossings.

The Project is being implemented to achieve one immediate objective. The grade separation will substantially enhance safety and traffic flow on surface streets along this segment of the rail corridor by eliminating the existing at-grade intersection of trains and motor vehicle traffic. In addition, it is anticipated that the Project will reduce air and noise pollution emanating from idling vehicles waiting for trains to pass through

the existing at grade crossings and will reduce noise pollution created by air horn and warning signals. These concerns are identified in both the Land Use and Circulation Elements of the Cities of Santa Fe Springs and La Mirada. The Project is identified as a means of enhancing public safety and traffic flow. It is further identified as a means of reducing air and noise pollution within the City.

SECTION 5. After careful review, Caltrans concluded that the Project was exempt from CEQA and issued Categorical Exemption number CE 200508014. The Categorical Exclusion found that the Project did not individually or cumulatively have a significant environmental effect and was excluded from the requirement to prepare an Environmental Impact Report. This determination was executed by Caltrans on August 31, 2005. It further required FHWA determination that the proposed Project met the criteria of and was properly classified as a Categorical Exclusion. The FHWA determination was made on September 12, 2005.

SECTION 6. Pursuant to California Government Code Section 7262 *et seq.*, the City obtained a fair market value appraisal of the Subject Property Interests that used a date of value of June 5, 2008. The City set just compensation in accordance with the appraised fair market value and in September 2008 extended a written offer to the owner of record to purchase the Subject Property Interests pursuant to Government Code Section 7267.2. In October 2008, the City revised its proposed plans for the relocation of various above-ground utilities for the Project. The City determined that additional easements were needed for the Project. The City had the appraisal reports updated and in August 2009, the City reset just compensation in accordance with the updated appraisal and extended a revised written offer to the owner of record. The City's offer letter included an informational pamphlet describing the eminent domain process and the owner's rights. The City further offered to pay the property owner the reasonable costs, up to \$5,000.00, for an independent appraisal of the Subject Property Interest pursuant to Code of Civil Procedure Section 1263.025.

In March 2011, the City determined that the terms of the temporary construction easements would have to be extended due to the State's failure to release funding committed to this Project. The City had the same appraiser determine the value of the extended terms of the temporary construction easements. The City Council set just compensation based on the appraiser's determination and in April 2011, sent an offer letter to the owner of record seeking to purchase the additional terms of the temporary construction easements.

In March 2012, the City determined that the terms of the temporary construction easement would have to be extended due to the delay in securing an authorization from Caltrans and the Federal Highway Administration to proceed with construction. The City had an appraiser determine the value of the extended terms of the temporary construction easements. The City Council set just compensation based on the appraiser's determination and on April 13, 2012, sent an offer letter to the owner of

record seeking to purchase the extended terms of the temporary construction easements.

SECTION 7. On April 23, 2012 the City provided written notice to the owner of record of the City Council's intent to consider the adoption of the proposed Resolution of Necessity at its May 10, 2012 meeting as required by Code of Civil Procedure Section 1245.235.

SECTION 8. The City Council of the City of Santa Fe Springs hereby finds and determines that:

- A. The public interest and necessity require the Project; and
- B. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and
- C. The property interests described in Exhibits "1A through 10A" hereto and depicted on Exhibits "1B through 10B" hereto are necessary for the proposed Project; and
- D. The City made the offer required by section 7267.2 of the Government Code to the owner of record.

SECTION 9. The findings and declarations contained in this Resolution are based upon the record before the City Council on May 10, 2012, including the Agenda Report dated May 10, 2012 and all documents referenced therein, all of which are incorporated herein by this reference. These documents include the Notice of Determination, the General Plan, and all the file documents relating to the proposed Project. The findings and declarations in this Resolution are also based upon any testimony, records and documents produced at the hearing, all of which are incorporated herein by this reference.

SECTION 10. The City Council of the City of Santa Fe Springs hereby authorizes and directs the law firm of Richards, Watson & Gershon, to take all steps necessary to commence and prosecute legal proceedings in a court of competent jurisdiction to acquire by eminent domain the Subject Property Interests legally described in Exhibits "1A through 10A" and depicted on Exhibits "1B through 10B" to this Resolution.

SECTION 11. The City Council of the City of Santa Fe Springs hereby authorizes the City Manager to execute all necessary documents in connection with the eminent domain proceeding.

SECTION 12. This Resolution shall take effect upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Santa Fe Springs
this 10th day of May, 2012.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

MAYOR

DEPUTY CITY CLERK

EXHIBIT 1A

VALLEY VIEW AVENUE GRADE SEPARATION

Partial Take

01-27-1

Crown Valley View - Santa Fe Springs LLC
 AN: 1009-098-043

06/12/08

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 0237, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Maps in the Office of the County Recorder of said County and described as follows:

Beginning at the easterly intersection of Valley View Avenue (100-foot right-of-way) and its westerly continuation for Stage Road (70-foot right-of-way) 4.10 feet south, 40 feet north (angle of 55°43'14" W, a distance of 181.35 feet along said continuation of Stage Road to a point (bearing N 14°00'00" E, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, same being a point on a curve to the left, concave northwesterly, thence

278.84 feet along the arc of said curve having a Radius of 58.10 feet, a Central Angle of 96°16'19" subtended by a Chord of 36.33 feet which bears N 61°17'09" E to a point on the westerly right-of-way line of Valley View Avenue; thence

306.35 feet along said westerly right-of-way line a distance of 57.91 feet to a point on a curve to the right, concave northwesterly, thence

54.40 feet along the arc of said curve having a Radius of 25.00 feet, a Central Angle of 124°41'03" subtended by a Chord of 44.29 feet which bears S 61°44'32" W; thence

N 55°53'14" W, a distance of 45.12 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 1.003 Square Feet or (0.0037 Acres), more or less.

Surveyor's Certification

This real property description was prepared by me or under my direction, in conformity with the requirements of the Professional Land Surveyor's Act.


 Benjamin M. Wilson, L.S. No. 8018
 Wilson & Company, Inc.



6-12-08

Date

EXHIBIT 1B

EXHIBIT "A" PARTIAL TAIRN

CURVE TABLE					
CURVE	LENGTH	CHORD	DELTA	TANGENT	CHORD DIRECTION
01	87.62	88.16	112.21	88.16	N 01° 12' 00" E
02	84.40	85.00	112.21	84.40	S 81° 44' 32" W

OWNER, VALLEY VIEW-SANTA
FE SPRINGS, LLC
PARCEL 1
PARCEL MAP No 19257
BK 218, PG 10 & 17

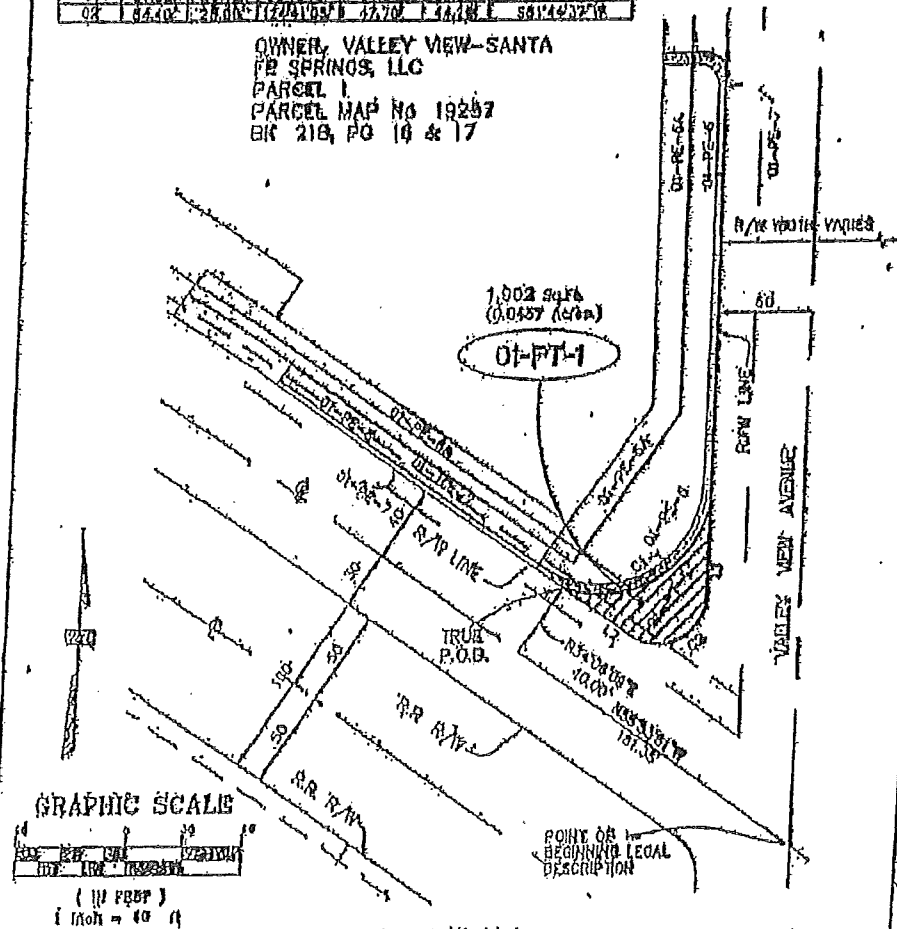


EXHIBIT 2A

VALLEY VIEW AVENUE GRADIENT SEPARATION

Permanent Easement

01-18-1

Civitas Valley View + Santa Fe Springs, LLC
AIN 8069-004-012

06/12/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 2, Parcel Map 19237, in the City of Santa Fe Springs, County of Los Angeles, State of California, listed in Book 218, Pages 16 and 17 of Parcel Maps, in the Office of the County Recorder of said County and described as follows:

Beginning at the southeast intersection of Valley View Avenue (100-foot right-of-way) and an easterly easement for Santa Road (70-foot right-of-way - 30 feet wide, 40 feet wide) (thence N. 55° 33' 51" W., a distance of 111.35 feet along said easement of Santa Road to a point thence N. 34° 08' 00" E., a distance of 40.00 feet to the TRUE POINT OF BEGINNING; thence

N. 55° 33' 51" W., a distance of 238.10 feet to a point; thence

N. 34° 08' 00" E., a distance of 13.50 feet to a point; thence

S. 35° 33' 51" E., a distance of 234.33 feet to a point; thence

N. 34° 22' 43" E., a distance of 93.97 feet to a point; thence

N. 00° 35' 50" W., a distance of 263.74 feet to a point; thence

N. 89° 24' 04" E., a distance of 18.00 feet to a point on the Westerly right of way line of Valley View Avenue; thence

S. 00° 33' 56" E., a distance of 312.68 feet to point of Beginning to the right leaving said westerly right of way line; thence

97.63 feet along the arc of said curve having a Radius of 58.10 feet, a Central Angle of 98° 16' 22" subtended by a Chord of 89.53 feet which bears S. 61° 17' 04" W. to the TRUE POINT OF BEGINNING of the parcel of land hereto described and containing 12,211 Square Feet or (0.2803 Acres) more or less.

Surveyor's Certification

This real property description was prepared by me or under my direction, in compliance with the requirements of the Professional Land Surveyor's Act.

Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.



8-7-09
Date

EXHIBIT 2B

EXHIBIT "A" PERMANENT EASEMENT

AREA OF OI-PE-1 OVERLAP
OI-PE-1 IS 1,940 Sq.Ft.
(0.044 Acres)

AREA OF OI-PE-2A OVERLAP
OI-PE-2 IS 1,999 Sq.Ft.
(0.045 Acres)

AREA OF OI-PE-3 OVERLAP
OI-PE-3 IS 2,770 Sq.Ft.
(0.063 Acres)

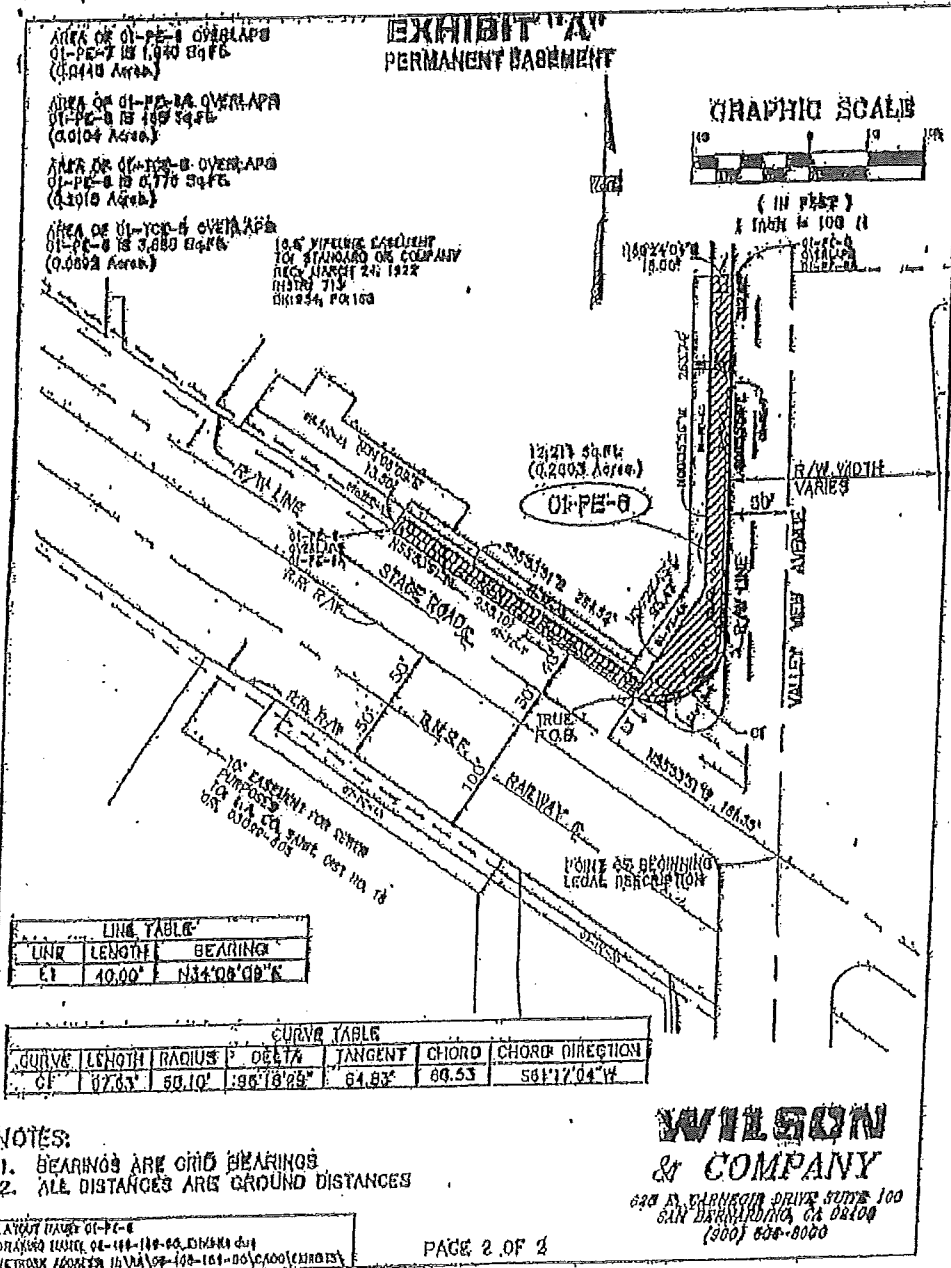
AREA OF OI-PE-4 OVERLAP
OI-PE-4 IS 3,880 Sq.Ft.
(0.088 Acres)

1/4" VERTICAL EASEMENT
FOR STANDARD OIL COMPANY
RECORD MAP 24, 1922
DISTRICT 713
BOOK 24, PAGE 153

GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT



LINE TABLE		
LINE	LENGTH	BEARING
CF	10.00'	N34°08'00"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	P. DELTA	TANGENT	CHORD	CHORD DIRECTION
CF	87.3'	50.10'	196°18'29"	64.83'	60.53'	S61°17'04"W

NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT DRAWN BY: P.C.-E
DRAWING NUMBER: 04-114-118-00-DIMENSION
METROX ADDRESS: 11111 04-118-104-00-00-0000 (CHRONIS)

**WILSON
& COMPANY**

610 A EMBURY DRIVE SUITE 100
SAN DIMAS, CA 92409
(909) 898-8000

EXHIBIT 3A

VALLEY VIEW AVENUE GRADE SEPARATION

Permitted Easement

01-413-0A

Over Valley View - Santa Fe Springs, L.A.
 A.P. 8009-000-042

06/15/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 12237, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Maps, in the Office of the County Recorder of said County and described as follows:

Beginning at the southeast intersection of Valley View Avenue (100-foot right-of-way) and at of the centerline for Highway 77 (100-foot right-of-way) - 10 feet south 40 feet south 11.55°33'31"W, a distance of 114.93 feet along said centerline of Stage Road to a point thence S. 34°06'09"E, a distance of 53.50 feet to the TRUE POINT OF BEGINNING thence

N. 55°53'51"W, a distance of 239.32 feet to a point thence

S. 34°06'09"E, a distance of 17.50 feet to a point thence

N. 55°53'51"W, a distance of 19.00 feet to a point thence

N. 34°06'09"E, a distance of 28.50 feet to a point thence

S. 55°53'51"E, a distance of 229.59 feet to a point thence

N. 34°22'43"W, a distance of 73.82 feet to a point thence

N. 00°33'56"W, a distance of 259.01 feet to a point thence

N. 39°24'04"E, a distance of 33.06 feet to a point on the Western right of way line of Valley View Avenue thence

S. 00°33'56"E, along said Western right of way line a distance of 14.00 feet thence

S. 83°24'04"W, a distance of 18.00 feet to a point thence

S. 00°33'56"E, a distance of 249.73 feet to a point thence

S. 34°22'43"W, a distance of 93.47 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 9.335 Square Feet or (0.2143 Acres), more or less.

Surveyor's Certification

This real property description was prepared by me or under my direction, in compliance with the requirements of the Professional Land Surveyor's Act.


 Benjamin M. Wilson, L.S. No. 8016
 Wilson & Company, Inc.



8-7-09
 Date

EXHIBIT 3B

EXHIBIT "A"

PERMANENT EASEMENT

AREA OF 01-100-0
OVERLAPS 01-PE-0A 18.1897
Sq. Ft. (0.0420 Acres)

AREA OF 01-PE-2 OVERLAPS
01-PE-0A 12.81 Sq. Ft.
(0.0004 Acres)

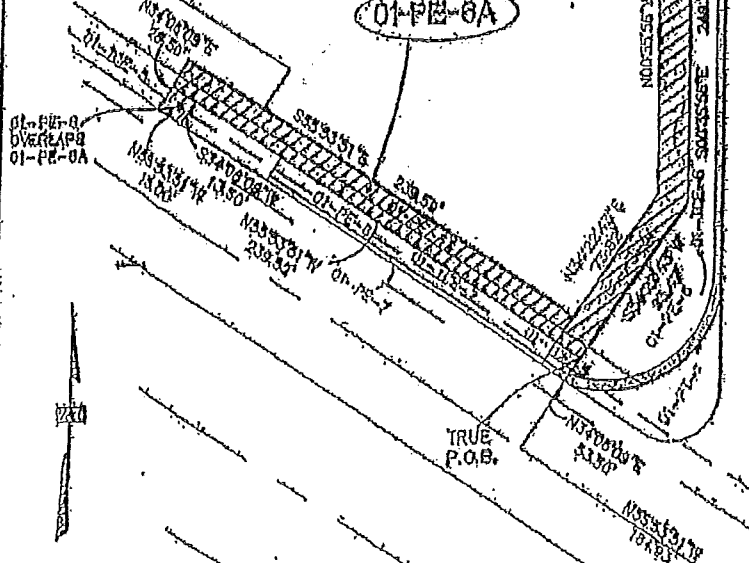
AREA OF 01-100-0
OVERLAPS 01-PE-0A 12
0.810 Sq. Ft. (0.0274 Acres)

AREA OF 01-PE-0 OVERLAPS
01-PE-0A 12.81 Sq. Ft.
(0.0104 Acres)

OWNER, VALLEY VIEW-SANTA
FE SPRINGS, LLC
PARCEL 1
PARCEL MAP No 19257
BK 218, PG 16 & 17

0.333 Sq. Ft.
(0.0143 Acres)

01-PE-0A



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft

NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT DMS 01-PE-0A
DRAWING NUMBER 02-100-111-00 EXAMINED
REGISTERED SURVEYOR 111-00-111-00 (CIVIL ENGINEER)

POINT OF
BEGINNING LEGAL
DESCRIPTION

WILSON
& COMPANY

600 N. CARSON DRIVE SUITE 100
SAN ANTONIO, TEXAS 78201
(202) 806-8000

EXHIBIT 4A

VALLEY VIEW AVENUE GRADE SEPARATION

Valley View Avenue

01-28-7

City of Valley View - Santa Fe Springs, L.A.
 AIN 1069-006-042

03/06/09

LEGAL DESCRIPTION

A certain parcel of land having a portion of Parcel 6, Parcel Map 10237, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Public Maps, in the Office of the County Recorder of said County and described as follows:

Beginning at the corner of the intersection of Valley View Avenue (100-foot Right-of-Way) and an offset centerline for Stage Road (70-foot Right-of-Way) 39 feet south 34 feet north; thence N 55° 53' 51" W, a distance of 372.30 feet along said centerline of Stage Road to a point; thence N 14° 06' 09" E, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, same being in the existing (2009) Northern Right of Way line of Stage Road; thence continuing

N 34° 03' 34" E, a distance of 2.71 feet to a point; thence

S 33° 56' 06" E, a distance of 176.53 feet to a point by a curve to the left; thence

116.32 feet along the arc of said curve, concave Northwesterly, having a Radius of 33.24 feet, a Central Angle of 125° 10' 44" subtended by a Chord of 94.52 feet which bears N 60° 49' 24" E; thence

N 00° 24' 47" W, a distance of 206.69 feet to a point by a curve to the left; thence

19.52 feet along the arc of said curve, concave Southwesterly, having a Radius of 12.06 feet, a Central Angle of 94° 37' 36" subtended by a Chord of 17.73 feet which bears N 43° 37' 36" W; thence

S 81° 56' 36" W, a distance of 15.19 feet to a point; thence

S 1° 03' 17" W, a distance of 6.14 feet to a point; thence

N 81° 52' 27" E, a distance of 19.43 feet to a point on a curve to the right; thence

19.53 feet along the arc of said curve, concave Southwesterly, having a Radius of 15.12 feet, a Central Angle of 16° 22' 43" subtended by a Chord of 13.11 feet which bears S 87° 47' 35" E; to a point on the existing (2009) Western Right of Way line of Valley View Avenue; thence

S 00° 33' 56" E, along said existing (2009) Right of Way line of Valley View Avenue a distance of 235.06 feet to a point on a curve to the right and leaving said existing (2009) Right of Way line; thence

27.33 feet along the arc of said curve, concave Northwesterly, having a Radius of 38.16 feet, a Central Angle of 98° 16' 29" subtended by a Chord of 38.53 feet which bears S 61° 17' 04" W to a point on said existing (2009) Northern Right of Way line of Stage Road; thence

N 55° 53' 51" W, along said existing (2009) Northern Right of Way line a distance of 191.13 feet to the TRUE POINT OF BEGINNING of the parcel of land hereto described and containing 2,034.8 square feet or (0.0467 Acres), more or less.

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Q1-PH-7

Owner: Valley View Santa Fe Springs, L.L.C.
AIN: 1009-000-042

03/16/08

Surveyor's Certification

This real property description was prepared by me or under my direct supervision, in conformity with the requirements of the Professional Land Surveyor's Act.


Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.



645 - 07
Date

EXHIBIT 4B

EXHIBIT 6A

VALLEY VIEW AVENUE GRADU SEPARATION

Professional Description

01-04-8

On the Valley View - Santa Fe Springs L.L.C.
 A.M. 1069-004-012

00/11409

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 19247, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Map, in the Office of the County Recorder of said County and described as follows:

Beginning at the centerline intersection of Valley View Avenue (100-foot right-of-way) and an official centerline for Santa Road (70-foot right-of-way) - 30 feet south, 40 feet north; thence, N. 00° 33' 36" W., a distance of 489.29 feet along said centerline of Valley View Avenue to a point; thence, S. 89° 24' 04" W., a distance of 38.00 feet to the TRUE POINT OF BEGINNING;

S. 89° 24' 04" W. a distance of 17.00 feet to a point; thence

N. 00° 33' 36" W. a distance of 120.00 feet to a point; thence

N. 89° 24' 04" E. a distance of 18.00 feet to a point; thence

S. 00° 33' 36" E. a distance of 120.00 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 2,160 square feet or 0.0498 Acres; more or less.

Surveyor's Certification

This real property description was prepared by me or under my direction, in conformity with the requirements of the Professional Land Surveyor's Act.

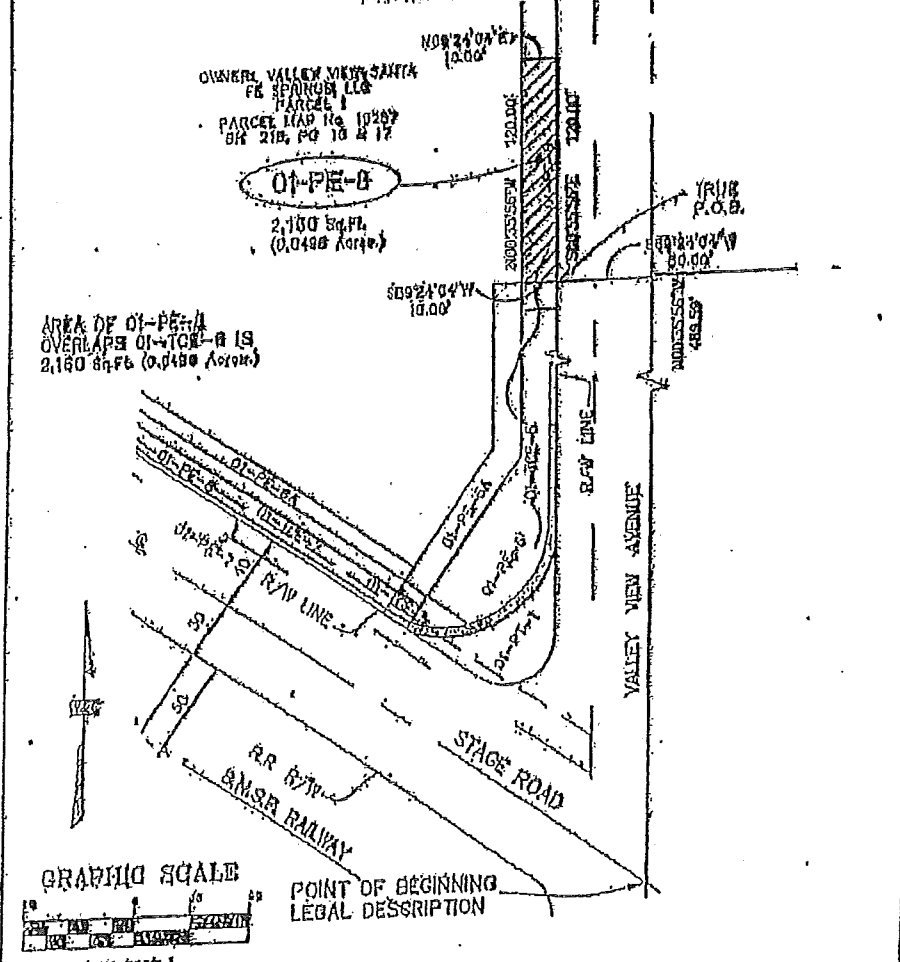
Benjamin M. Aragon, L.S. No. 8016
 Wilson & Company, Inc.



6-12-27
 Date

EXHIBIT 5B

EXHIBIT A PERMANENT EASEMENT



- NOTES:
1. BEARINGS ARE GRID BEARINGS.
 2. ALL DISTANCES ARE GROUND DISTANCES.

WILSON & COMPANY
 600 N. CHRYSLER DRIVE SUITE 100
 SAN ANTONIO, TX 78202
 (202) 454-0000

EXHIBIT 6A

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 01-TCE-4A

Owner: Valley View - Santa Fe Springs, LLC
APN: 8069-006-042

06/04/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 19257, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Maps, in the office of the County Recorder of said County and described as follows:

Beginning at the centerline intersection of Valley View Avenue (100-foot right-of-way) and an offset centerline for Stage Road (70-foot right-of-way - 30 feet south, 40 feet north); thence, N 55° 53' 51" W, a distance of 439.45 feet along said centerline of Stage Road to a point; thence, N 34° 06' 09" E, a distance of 40.00 feet to a point on the northerly right-of-way line of Stage Road, being the TRUE POINT OF BEGINNING; thence,

N 55° 53' 51" W, a distance of 158.05 feet along the said northerly right-of-way line of Stage Road to a point; thence,

N 34° 06' 09" E, a distance of 52.28 feet to a point; thence,

S 55° 53' 51" E, a distance of 27.32 feet to a point; thence,

N 34° 06' 09" E, a distance of 21.00 feet to a point; thence,

S 55° 53' 51" E, a distance of 39.99 feet to a point; thence,

S 34° 06' 09" W, a distance of 21.00 feet to a point; thence,


S 55° 53' 51" E, a distance of 135.69 feet to a point; thence,

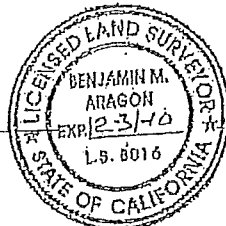
S 34° 06' 09" W, a distance of 23.78 feet to a point; thence,

N 55° 53' 51" W, a distance of 44.95 feet to a point; thence,

S 34° 06' 09" W, a distance of 28.50 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 10,171 square feet (0.2335 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.


Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.



6-5-09
Date

EXHIBIT 6B

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

AREA OF 01-TCE-5 OVERLAPS
01-TCE-4A IS 3,162 Sq.Ft.
(0.0728 Acres.)

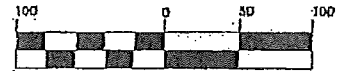
16.5' PIPELINE EASEMENT.
TO: STANDARD OIL COMPANY
REC: MARCH 24, 1922
INSTR: 713
BK: 954, PG: 156

OWNER: VALLEY VIEW-SANTA
FE SPRINGS, LLC
PARCEL 1
PARCEL MAP No. 19257
BK 21B, PG 16 & 17

10,171 Sq.Ft.
(0.2335 Acres.)

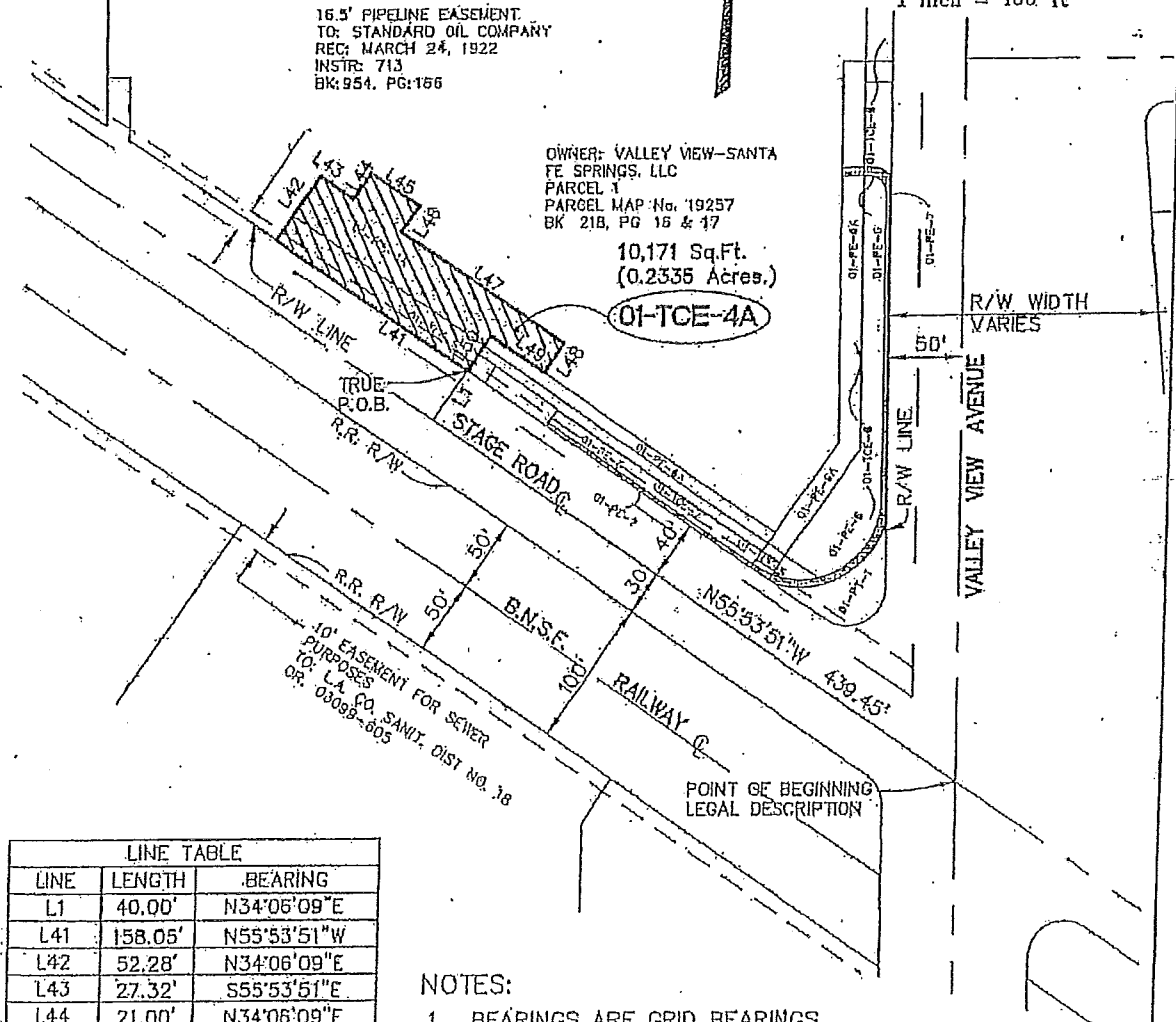
01-TCE-4A

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft



LINE TABLE

LINE	LENGTH	BEARING
L1	40.00'	N34°06'09"E
L41	158.05'	N55°53'51"W
L42	52.28'	N34°06'09"E
L43	27.32'	S55°53'51"E
L44	21.00'	N34°06'09"E
L45	39.99'	S55°53'51"E
L46	21.00'	S34°06'09"W
L47	135.69'	S55°53'51"E
L48	23.78'	S34°06'09"W
L49	44.95'	N55°53'51"W
L50	28.50'	S34°06'09"W

NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

**WILSON
& COMPANY**

625 E. CARNEGIE DRIVE SUITE 100
SAN BERNARDINO, CA 92408
(909) 806-8000

LAYOUT NAME: 01-TCE-4A
DRAWING NAME: 08-400-189-00_ExhibitA.dwg
NETWORK ADDRESS: M:\RR\08-400-189-00\CADD\EXHIBITS\

EXHIBIT 7A

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 01-TCE-5

Owner: Valley View - Santa Fe Springs, LLC
APN: 8069-006-042

06/01/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 19257, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Maps, in the office of the County Recorder of said County and described as follows:

Beginning at the centerline intersection of Valley View Avenue (100-foot right-of-way) and an offset centerline for Stage Road (70-foot-right-of-way - 30 feet south, 40 feet north); thence, N 55° 53' 51" W, a distance of 181.35 feet along said centerline of Stage Road to a point; thence, N 34° 06' 09" E, a distance of 40.00 feet to a point on the northerly right-of-way line of Stage Road, being the TRUE POINT OF BEGINNING; thence,

N 55° 53' 51" W, a distance of 416.20 feet along the said northerly right-of-way line of Stage Road to a point; thence,

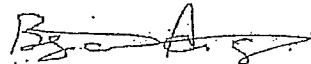
N 34° 06' 09" E, a distance of 20.00 feet to a point; thence,

S 55° 53' 51" E, a distance of 446.92 feet to a point on a curve to the Right; thence,

37.29 feet along the arc of said curve having a Radius of 58.02 feet, a Central Angle of 36° 49' 39" and a Chord of 36.65 feet which bears N 88° 58' 00" W. to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 2,704 square feet (0.1998 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.




Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.

6-5-09

Date

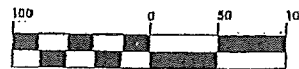
EXHIBIT 7B

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	N34°06'09"E

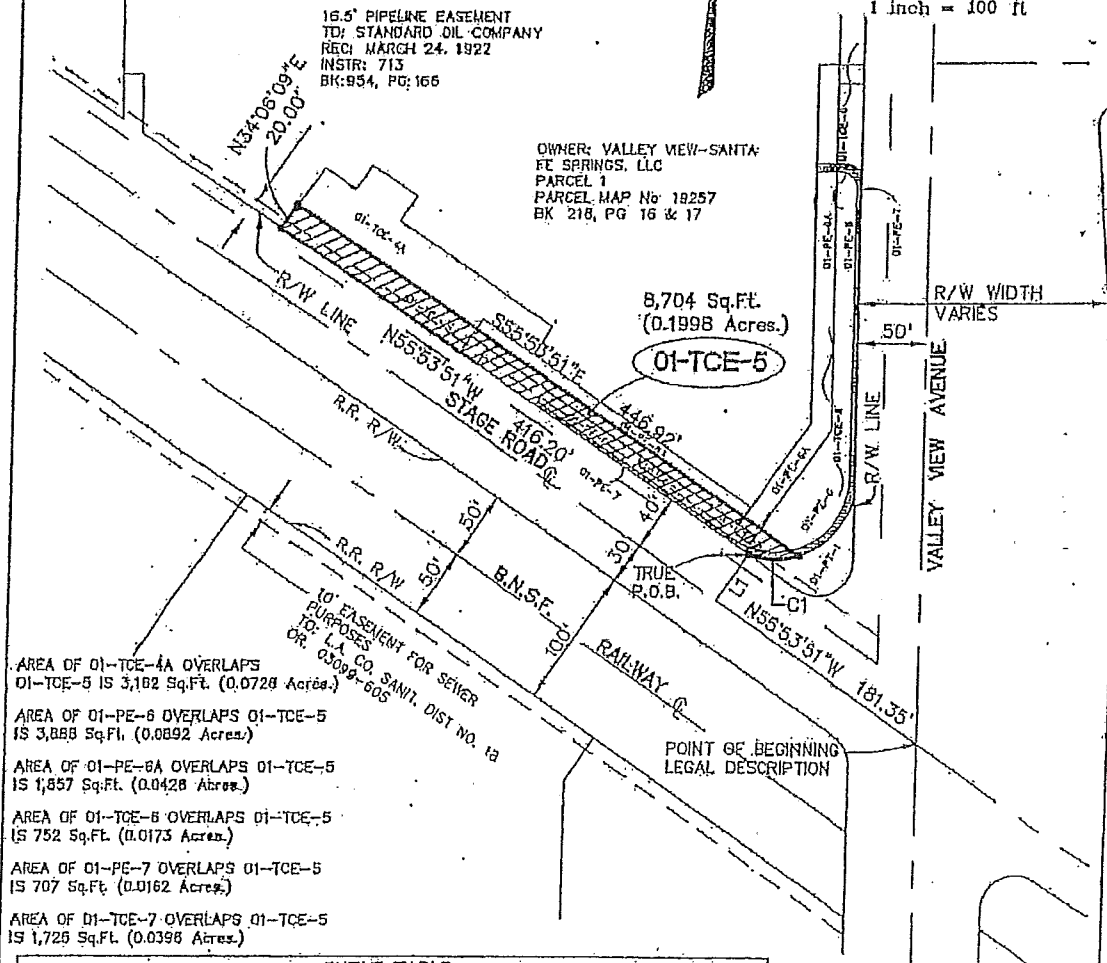
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft

16.5' PIPELINE EASEMENT
TO: STANDARD OIL COMPANY
REC: MARCH 24, 1922
INSTR: 713
BK: 934, PG: 166

OWNER: VALLEY VIEW-SANTA
FE SPRINGS, LLC
PARCEL 1
PARCEL MAP No: 19257
BK 218, PG 16 & 17



AREA OF 01-TCE-4A OVERLAPS
01-TCE-5 IS 3,182 Sq.Ft. (0.0728 Acres.)

AREA OF 01-TCE-6 OVERLAPS 01-TCE-5
IS 3,888 Sq.Ft. (0.0892 Acres.)

AREA OF 01-TCE-8A OVERLAPS 01-TCE-5
IS 1,857 Sq.Ft. (0.0428 Acres.)

AREA OF 01-TCE-8 OVERLAPS 01-TCE-5
IS 752 Sq.Ft. (0.0173 Acres.)

AREA OF 01-TCE-7 OVERLAPS 01-TCE-5
IS 707 Sq.Ft. (0.0162 Acres.)

AREA OF 01-TCE-7 OVERLAPS 01-TCE-5
IS 1,725 Sq.Ft. (0.0398 Acres.)

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	37.29'	58.02'	36°49'39"	19.32'	36.65	N88°58'00"W

NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT NAME: 01-TCE-5
DRAWING NAME: 08-400-189-00_ExtJblt.dwg
NETWORK ADDRESS: J:\RR\08-400-189-00\CADD\EXHIBITS\

**WILSON
& COMPANY**

625 E. CARNEGIE DRIVE SUITE 100
SAN BERNARDINO, CA 92408
(909) 806-8000

EXHIBIT 8A

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

01-TCE-6

Owner: Valley View – Santa Fe Springs, LLC
AIN: 8069-006-042

.06/01/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 19257, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Maps, in the Office of the County Recorder of said County and described as follows:

Beginning at the centerline intersection of Valley View Avenue (100-foot right-of-way) and an offset centerline for Stage Road (70-foot right-of-way – 30 feet south, 40 feet north); thence, N.55°53'51"W., a distance of 199.99 feet along said centerline of Stage Road to a point; thence, N.34°06'09"E., a distance of 40.00 feet to the TRUE POINT OF BEGINNING; thence

N.34°22'14"E. a distance of 102.32 feet to a point; thence

N.00°35'56"W. a distance of 259.01 feet to a point; thence

N.89°24'04"E. a distance of 15.00 feet to a point; thence

N.00°35'56"W. a distance of 212.21 feet to a point; thence

S.89°24'04"W. a distance of 32.00 feet to a point; thence

N.00°35'56"W. a distance of 70.00 feet to a point; thence

N.89°24'04"E. a distance of 12.00 feet to a point; thence

N.00°35'56"W. a distance of 51.92 feet to a point; thence

N.89°24'04"E. a distance of 20.00 feet to a point; thence

N.00°35'56"W. a distance of 10.00 feet to a point; thence

N.89°24'04"E. a distance of 18.00 feet to a point on the Westerly right of way line of Valley View Avenue; thence

S.00°35'56"E. a distance of 656.81 feet to point of curvature to the right leaving said westerly right of way line; thence

97.63 feet along the arc of said curve having a Radius of 58.10, a Central Angle of 96°16'29" subtended by a Chord of 86.53 feet which bears S.61°17'04"W. to a point; thence

N.55°53'51"W. a distance of 18.64 to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 23,738 Square Feet or (0.5450 Acres), more or less.

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

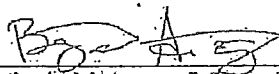
01-TCE-6

Owner: Valley View - Santa Fe Springs, LLC
AIN: 8069-006-042

06/01/09

Surveyor's Certification

This real property description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.


Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.



6-5-09
Date

EXHIBIT 8B

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	N34°06'09"E
L2	32.00'	S89°24'04"W
L3	51.92'	N00°35'56"W
L4	20.00'	N89°24'04"E
L5	10.00'	N00°35'56"W
L6	18.06'	N89°24'04"E
L7	18.64'	N55°53'51"W
L8	70.00'	N00°35'56"W
L9	12.00'	N89°24'04"E

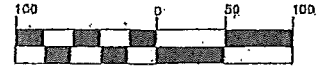
23,738 Sq.Ft.
(0.5490 Acres.)

01-TCE-6

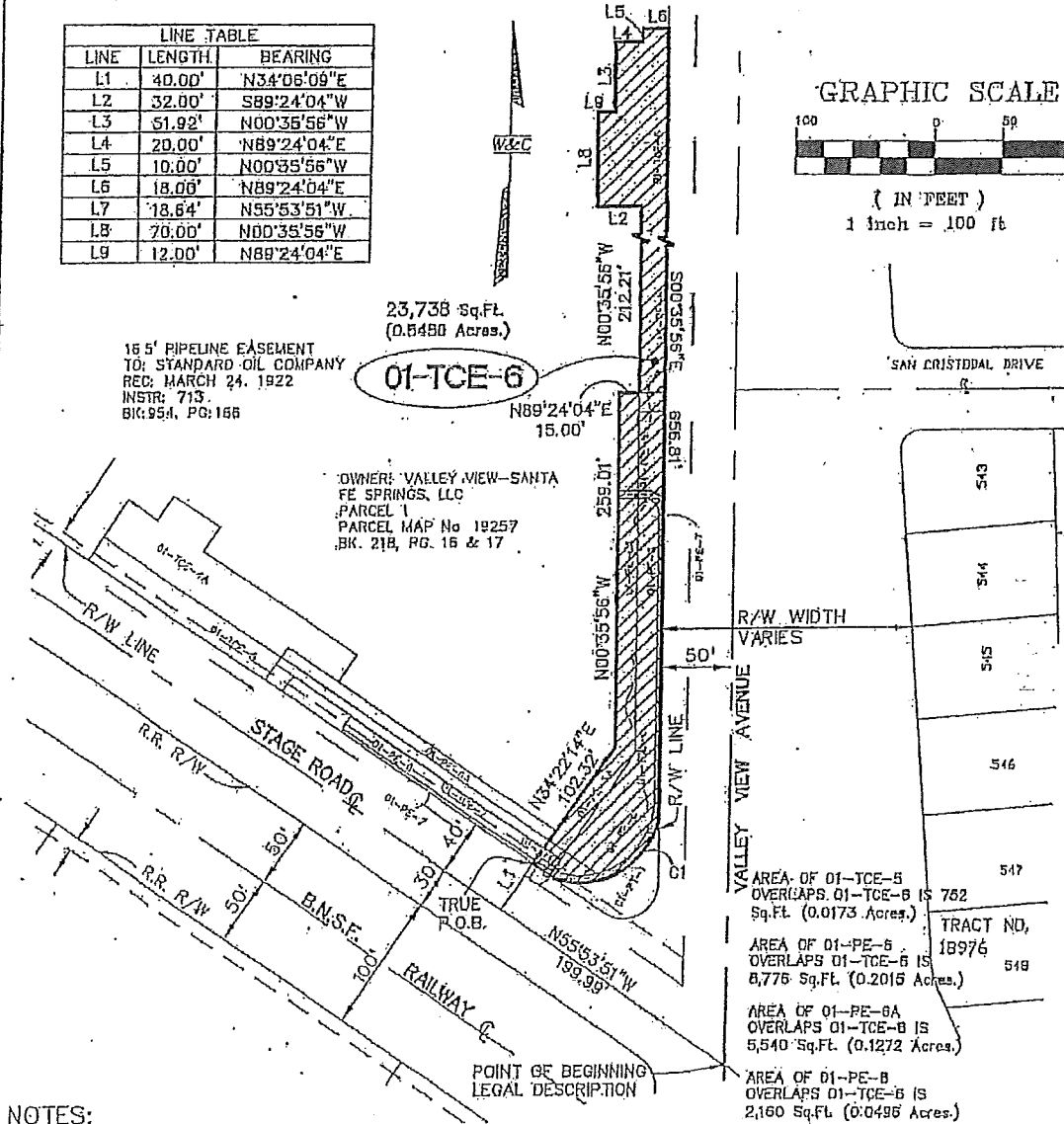
16.5' PIPELINE EASEMENT
TO: STANDARD OIL COMPANY
REC: MARCH 24, 1922
INSTR: 713
BKG: 954, PG: 166

OWNER: VALLEY VIEW-SANTA
FE SPRINGS, LLC
PARCEL 1
PARCEL MAP No 19257
BK. 218, PG. 16 & 17

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft



NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	97.83'	58.10'	96°16'29"	64.83'	86.53'	S61°17'04"W

LAYOUT NAME: 01-TCE-6
DRAWING NAME: 08-400-189-00_Exhibit SE_Quod.dwg
NETWORK ADDRESS: M:\RR\08-400-189-00\CADD\EXHIBITS\

AREA OF 01-TCE-6
OVERLAPS 01-PE-6 IS 762
Sq.Ft. (0.0173 Acres.)

AREA OF 01-PE-6
OVERLAPS 01-TCE-6 IS
8,775 Sq.Ft. (0.2015 Acres.)

AREA OF 01-PE-6A
OVERLAPS 01-TCE-6 IS
5,540 Sq.Ft. (0.1272 Acres.)

AREA OF 01-PE-6
OVERLAPS 01-TCE-6 IS
2,160 Sq.Ft. (0.0495 Acres.)

AREA OF 01-PE-7
OVERLAPS 01-TCE-6 IS
1,554 Sq.Ft. (0.0357 Acres.)

**WILSON
& COMPANY**

625 E. CARNEGIE DRIVE SUITE 100
SAN BERNARDINO, CA 92408
(909) 806-8000

EXHIBIT 9A

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

01-TCE-6A

Owner: Valley View - Santa Fe Springs, LLC
AIN: 8069-006-042

06/0409

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 19257, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Maps, in the Office of the County Recorder of said County and described as follows:

Beginning at the centerline intersection of Valley View Avenue (100-foot right-of-way) and an offset centerline for Stage Road (70-foot right-of-way - 30 feet south, 40 feet north); thence, N.00°35'56"W., a distance of 337.37 feet along said centerline of Valley View Avenue to a point; thence, S.89°24'04"W., a distance of 83.00 feet to the TRUE POINT OF BEGINNING; thence

S.89°24'04"W. a distance of 46.00 feet to a point; thence

N.00°35'56"W. a distance of 152.22 feet to a point; thence

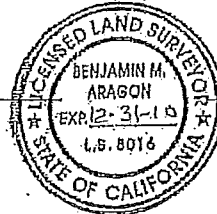
N.89°24'04"E. a distance of 46.00 feet to a point; thence

S.00°35'56"E. a distance of 152.22 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 7,002 Square Feet or (0.1607 Acres), more or less.

Surveyor's Certification

This real property description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.


Benjamin M. Aragón, L.S. No. 8016
Wilson & Company, Inc.



6-5-09
Date

EXHIBIT 9B

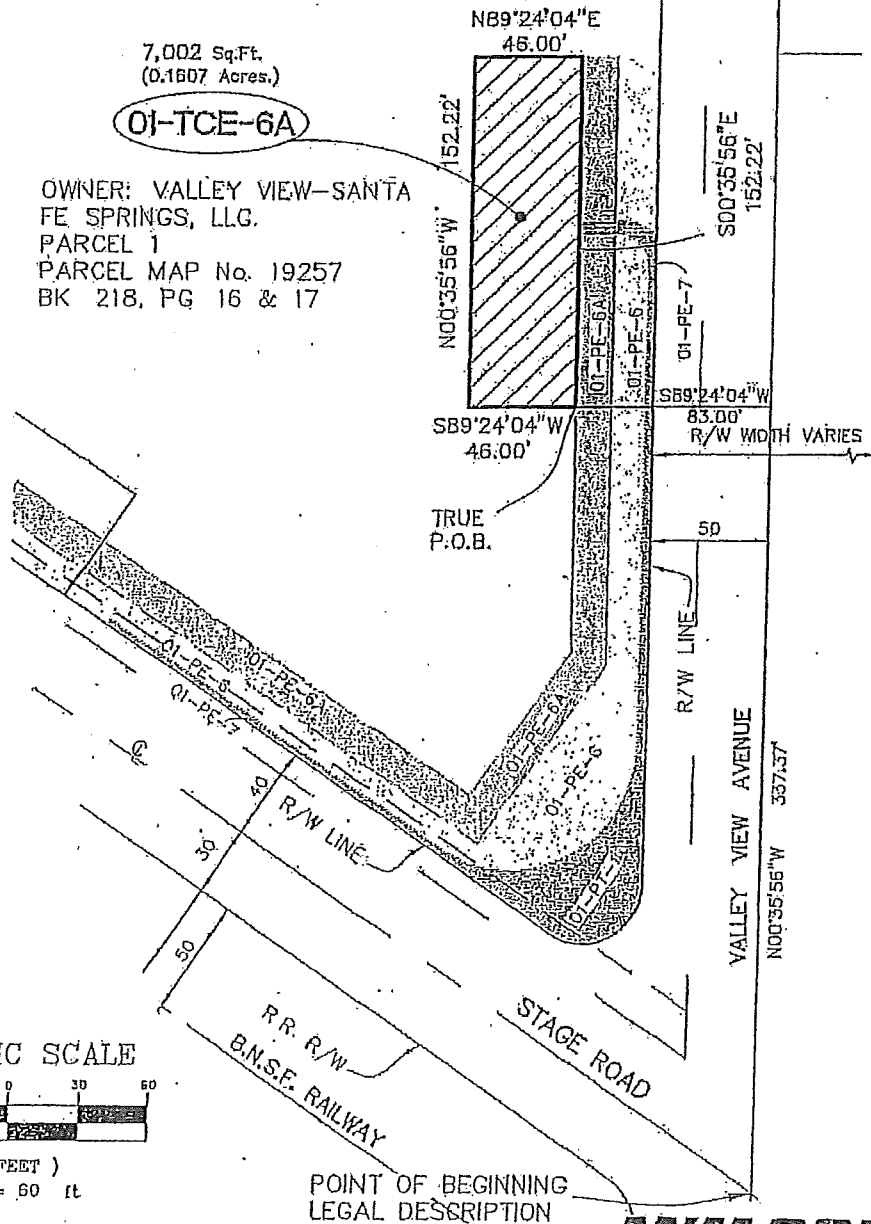
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

7,002 Sq.Ft.
(0.1607 Acres.)

01-TCE-6A

OWNER: VALLEY VIEW-SANTA
FE SPRINGS, LLG.
PARCEL 1
PARCEL MAP No. 19257
BK 218, PG 16 & 17



GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft

NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT NAME: 01-TCE-6A
DRAWING NAME: 08-400-189-00_Exhibits.dwg
NETWORK ADDRESS: M:\RR\08-400-189-00\CADD\EXHIBITS\

PAGE 2 OF 2

**WILSON
& COMPANY**

625 E. CARNEGIE DRIVE SUITE 100
SAN BERNARDINO, CA 92408
(909) 806-8000

EXHIBIT 10A

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 01-TCE-7

Owner: Valley View -- Santa Fe Springs, LLC
APN: 8069-006-042

05/29/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 19257, in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 218, Pages 16 and 17 of Parcel Maps, in the office of the County Recorder of said County and described as follows:

Beginning at the centerline intersection of Valley View Avenue (100-foot right-of-way) and an offset centerline for Stage Road (70-foot right-of-way -- 30 feet south, 40 feet north); thence, N 55° 53' 51" W, a distance of 199.99 feet along said centerline of Stage Road to a point; thence, N 34° 06' 09" E, a distance of 42.83 feet to a point on the northerly right-of-way line of Stage Road, being the TRUE POINT OF BEGINNING; thence,

N 55° 56' 06" W, a distance of 172.52 feet along the said northerly right-of-way line of Stage Road to a point; thence,


N 34° 03' 54" E, a distance of 10.00 feet to a point; thence,

S 55° 56' 06" E, a distance of 172.52 feet to a point; thence,

S 34° 03' 54" W, a distance of 10.00 feet to a point to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 1,725 square feet (0.0396 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.




Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.

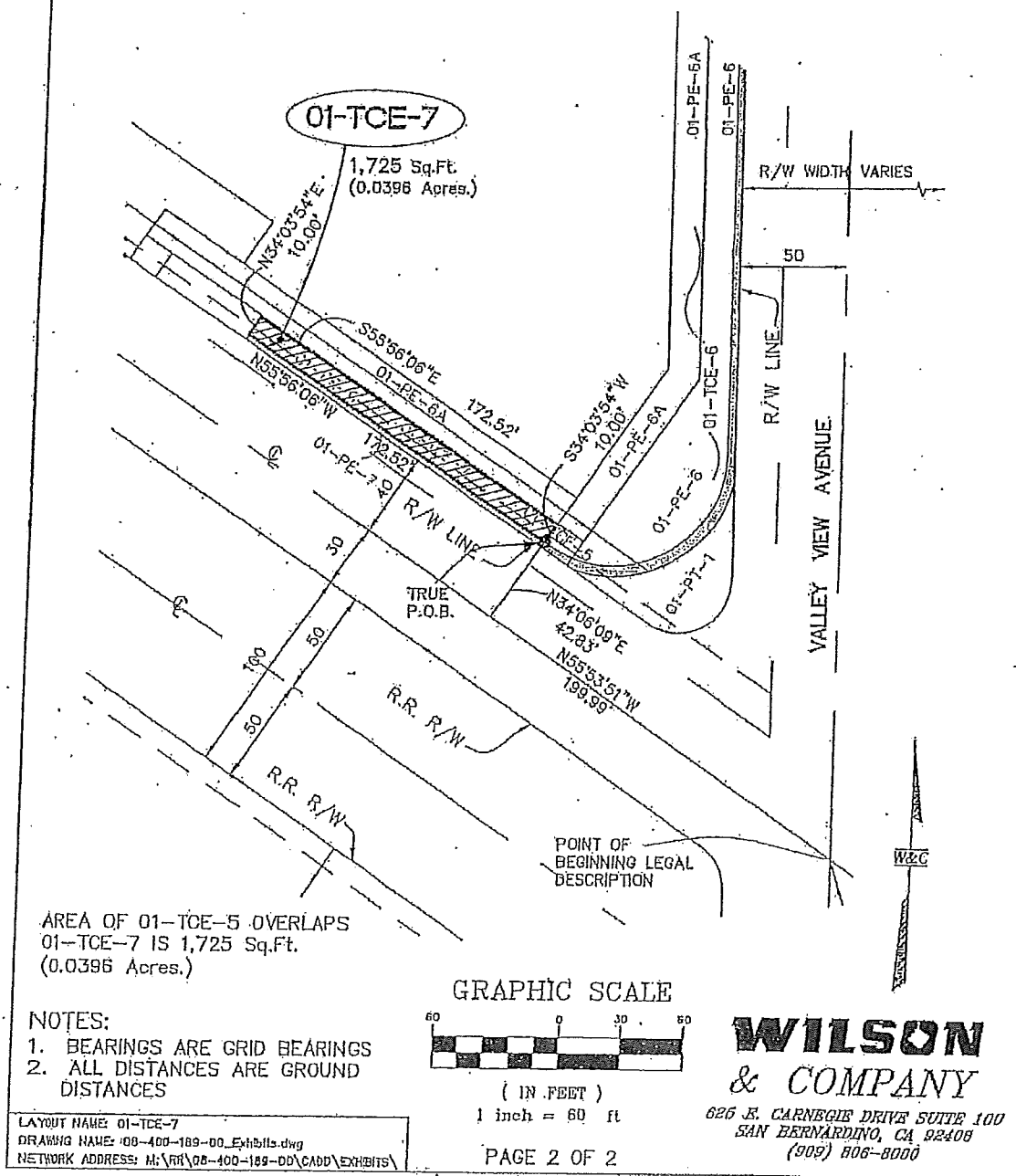
6-5-09

Date

EXHIBIT 10B

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT



RESOLUTION NO. 9370

A RESOLUTION OF NECESSITY OF THE CITY OF SANTA FE SPRINGS AMENDING RESOLUTION NOS. 9225 AND 9322 BY INCREASING THE TERM OF THE TEMPORARY CONSTRUCTION EASEMENT AND DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF, IN CONNECTION WITH THE VALLEY VIEW AVENUE GRADE SEPARATION PROJECT

THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City of Santa Fe Springs is a municipal corporation, in the County of Los Angeles, State of California.

SECTION 2. The real property interests described in Section 3 of this Resolution are to be taken for a public use, namely for the construction and maintenance of a grade separation, also known as the Valley View Grade Separation Project ("Project"), and all purposes necessary and convenient thereto. The real property interests will be taken from property located at 14027 Borate Street (Assessor's Parcel Number 8069-008-031), 14103 Borate Street (Assessor's Parcel Number 8069-008-032), and 14100 Borate Street (commonly known as 14911 Valley View Avenue) (Assessor's Parcel Number 8069-008-033) in the City of Santa Fe Springs (referred to collectively as "Subject Property"). The City has the authority to acquire the property interests for the Project pursuant to the authority conferred upon the City to acquire real property by eminent domain by California Constitution, Article I, Section 19, California Government Code Sections 37350, 37350.5, 37351, 40401, and 40404, California Code of Civil Procedure Section 1230.010 *et seq.* (Eminent Domain Law), including, but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, 1245.250, and other provisions of law.

SECTION 3. On November 9, 2009, the City adopted Resolution No. 9225, a resolution of necessity, to acquire a 4,046 square foot permanent subsurface utility easement, a 3,100 square foot permanent subsurface utility easement, a 6,258 square foot permanent subsurface utility easement, a 9,708 square foot utility easement, and a 46,415 square foot temporary construction easement with a term of thirty months from Subject Property for the construction of the Project. On June 6, 2011, the City adopted Resolution No. 9322 amending Resolution No. 9225 to increase the term of the 46,415 square foot temporary construction easement by 14 months for a total of 44 months. The City now seeks to acquire a 5 month extension to the 46,415 square foot temporary construction easement for a total period of 49 months for a detour road to reroute Valley View Avenue during the construction of the grade separation and all uses necessary or convenient thereto.

The 4,046 square foot permanent subsurface utility easement is legally described in Exhibit "1A" and depicted in Exhibit "1B" to the Resolution of Necessity. The 3,100 square foot permanent subsurface utility easement is legally described in Exhibit "2A" and depicted in Exhibit "2B" to the Resolution of Necessity. The 3,950 square foot permanent subsurface utility easement is legally described in Exhibit "3A" and depicted in Exhibit "3B" to the Resolution of Necessity. The 6,285 foot permanent subsurface utility easement is legally described in Exhibit "4A" and depicted in Exhibit "4B" to the Resolution of Necessity. The 9,708 foot permanent subsurface utility easement is legally described in Exhibit "5A" and depicted in Exhibit "5B" to the Resolution of Necessity. The 46,415 square foot temporary construction easement is legally described in Exhibit "6A" and depicted in Exhibit "6B" to the Resolution of Necessity. Said exhibits are attached hereto and incorporated herein by this reference. The aforementioned property interests will be referred to collectively as Subject Property Interests.

SECTION 4. The Project is a joint project between the Cities of Santa Fe Springs and La Mirada in cooperation with Caltrans, Division of Rail and the BNSF railroad. The purpose of the Project is to improve safety and traffic flow along Valley View Avenue that is interrupted by the existing BNSF railroad crossing.

The Project requires a grade separation along Valley View Avenue and construction of a new railroad bridge with three tracks across the Valley View Avenue right-of-way in order to eliminate the existing at-grade crossing. The primary element of the Project will involve lowering the intersection of Valley View Avenue and Stage Road by approximately 21 feet so that Valley View traffic will be able to drive under the railroad bridge. However, while all four quadrants adjacent to this intersection will be impacted, no buildings will need to be acquired or modified, nor does the Project require any existing businesses to be relocated in order to complete construction. Additionally, appropriate mitigation measures will be implemented to address impacts on affected parking areas, access to private property and disruption of private utility services.

The widths of Valley View Avenue and Stage Road will be unchanged. However, to allow for the lowering of the intersection of Valley View Avenue and Stage Road, temporary sheeting and permanent retaining walls will be constructed within the adjacent properties via permanent road and slope easements. The limits on Valley View Avenue where work will be done are approximately 750 feet north of Stage Road and extend to 900 feet south of Stage Road. The lowest point of elevation on Valley View Avenue will be 21 feet below before condition street grade and 16 feet below the bottom of the steel bridge of the railroad at the BNSF railroad crossing. The Project will necessitate the modification and, in some cases, the relocation of driveways along Valley View Avenue and the north side of Stage Road west of Valley View that are within the limits of the Project, to meet the new street grade. The Project will also require extensive relocation, removal and reconstruction of all affected utility lines, including public water, sewer and drainage lines.

The existing at-grade crossing will need to be isolated in order to construct the new railroad bridge and grade separation. After evaluating various options, the Cities concluded that the most feasible solution was to construct the detour road to the west of the existing crossing. There will be two lanes for each direction in order to accommodate current traffic volumes on Valley View Avenue. The detour road will impact adjacent private property on both the northwest and southwest quadrants of the Project, however no structures will be affected. This detour road will be needed for a period of 30 months. All damaged site improvements within the temporary construction easement areas will be repaired or replaced in kind as part of the construction in the manner proposed.

The Los Angeles-San Diego Rail Corridor is the second busiest intercity passenger rail corridor in the nation. The corridor serves not only BNSF freight traffic; it is also a key artery for Metrolink commuter service and Amtrak intercity services to and from Orange, San Diego and Riverside counties. Approximately 100 trains per day use this congested corridor, often causing blocking delays to traffic traveling on surface streets with the existing at-grade crossings, which in turn translate into significant economic losses. Additionally, the projected increases in the frequency of freight services, as well as future increases of commuter rail services and intercity train services as an alternative mode of transportation, indicate that there will be more blocking delays to traffic traveling on streets with at-grade crossings.

The Project is being implemented to achieve one immediate objective. The grade separation will substantially enhance safety and traffic flow on surface streets along this segment of the rail corridor by eliminating the existing at-grade intersection of trains and motor vehicle traffic. In addition, it is anticipated that the Project will reduce air and noise pollution emanating from idling vehicles waiting for trains to pass through the existing at-grade crossings and will reduce noise pollution created by air horn and warning signals. These concerns are identified in both the Land Use and Circulation Elements of the Cities of Santa Fe Springs and La Mirada. The Project is identified as a means of enhancing public safety and traffic flow. It is further identified as a means of reducing air and noise pollution within the City.

SECTION 5. After careful review, Caltrans concluded that the Project was exempt from CEQA and issued Categorical Exemption number CE 200508014. The Categorical Exclusion found that the Project did not individually or cumulatively have a significant environmental effect and was excluded from the requirement to prepare an Environmental Impact Report. This determination was executed by Caltrans on August 31, 2005. It further required FHWA determination that the Project met the criteria of and was properly classified as a Categorical Exclusion. The FHWA determination was made on September 12, 2005.

SECTION 6. Pursuant to California Government Code Section 7262 *et seq.*, the

City obtained a fair market value appraisal of the Subject Property Interests that used a date of value of June 5, 2008. The City set just compensation in accordance with the appraised fair market value, and in September 2008 extended a written offer to the owner of record to purchase the Subject Property Interests pursuant to Government Code Section 7267.2. In October 2008, the City revised its proposed plans for the relocation of various above-ground utilities for the Project. The City determined that additional easements were needed for the Project. The City had the appraisal reports updated and in August 2009, the City reset just compensation in accordance with the updated appraisal and extended a revised written offer to the owner of record. The City's offer letter included an informational pamphlet describing the eminent domain process and the owner's rights. The City further offered to pay the property owner the reasonable costs, up to \$5,000.00, for an independent appraisal of the Subject Property Interest pursuant to Code of Civil Procedure Section 1263.025.

In March 2011, the City determined that the term of the temporary construction easement would have to be extended due to the State's failure to release funding committed to this Project. The City had the same appraiser determine the value of the extended term of the temporary construction easement. The City Council set just compensation based on the appraiser's determination and in April 2011, sent an offer letter to the owner of record seeking to purchase an additional fourteen month term to the temporary construction easement.

In March 2012, the City determined that the term of the temporary construction easement would have to be extended due to the delay in securing an authorization from Caltrans and the Federal Highway Administration to proceed with construction. The City had an appraiser determine the value of the extended term of the temporary construction easement. The City Council set just compensation based on the appraiser's determination and on April 16, 2012, sent an offer letter to the owner of record seeking to purchase an additional five month term to the temporary construction easement.

SECTION 7. On April 23, 2012 the City provided written notice to the owner of the City Council's intent to consider the adoption of the proposed Resolution of Necessity at its May 10, 2012 meeting as required by Code of Civil Procedure Section 1245.235.

SECTION 8. The City Council of the City of Santa Fe Springs hereby finds and determines that:

- A. The public interest and necessity require the Project;
- B. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;

- C. The property interests described in Exhibits "1A through 6A" hereto and depicted on Exhibits "1B through 6B" hereto are necessary for the proposed Project; and
- D. The City made the offer required by section 7267.2 of the Government Code to the owner of record.

SECTION 9. The findings and declarations contained in this Resolution are based upon the record before the City Council on May 10, 2012, including the Agenda Report dated May 10, 2012 and all documents referenced therein, all of which are incorporated herein by this reference. These documents include the Notice of Determination, the General Plan, and all the file documents relating to the proposed Project. The findings and declarations in this Resolution are also based upon any testimony, records and documents produced at the hearing, all of which are incorporated herein by this reference.

SECTION 10. The City Council of the City of Santa Fe Springs hereby authorizes and directs the law firm of Richards, Watson & Gershon, to take all steps necessary to commence and prosecute legal proceedings in a court of competent jurisdiction to acquire by eminent domain the Subject Property Interests legally described in Exhibits "1A through 6A" and depicted on Exhibits "1B through 6B" to this Resolution.

SECTION 11. The City Council of the City of Santa Fe Springs hereby authorizes the City Manager to execute all necessary documents in connection with the eminent domain proceeding.

SECTION 12. This Resolution shall take effect upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Santa Fe Springs
this 10th day of May, 2012.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

MAYOR

DEPUTY CITY CLERK

EXHIBIT 1A

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Parcel: 07-PE-5

Owner: PPF Industrial Valley View, LP

2/12/07

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 1, Parcel Map 15437 in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 160, Page 30 of Parcel Maps, in the Office of the County Recorder of said County and described as follows;

Beginning at a point being the northeast corner of said Parcel 1, which lies on the southerly right-of-way line of the Burlington Northern Santa Fe Railroad (BNSF); thence,

S 34° 06' 09" W, a distance of 10.00 feet to the TRUE POINT OF BEGINNING; and lying on the southerly line of a 10-foot sewer easement as shown on said P.M. 15437; thence,

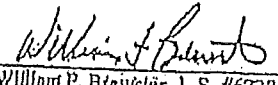
N 55° 53' 51" W, a distance of 404.61 feet along said easement line to a point on said BNSF right-of-way; thence,

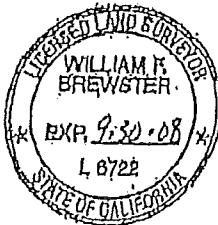
S 34° 06' 09" W, a distance of 10.00 feet to a point; thence,

S 55° 53' 51" E, a distance of 404.61 feet to a point; thence,

N 34° 06' 09" E, a distance of 10.00 feet to the TRUE POINT OF BEGINNING of the parcel land herein described and containing 4046 square feet (0.0929 acre), more or less.

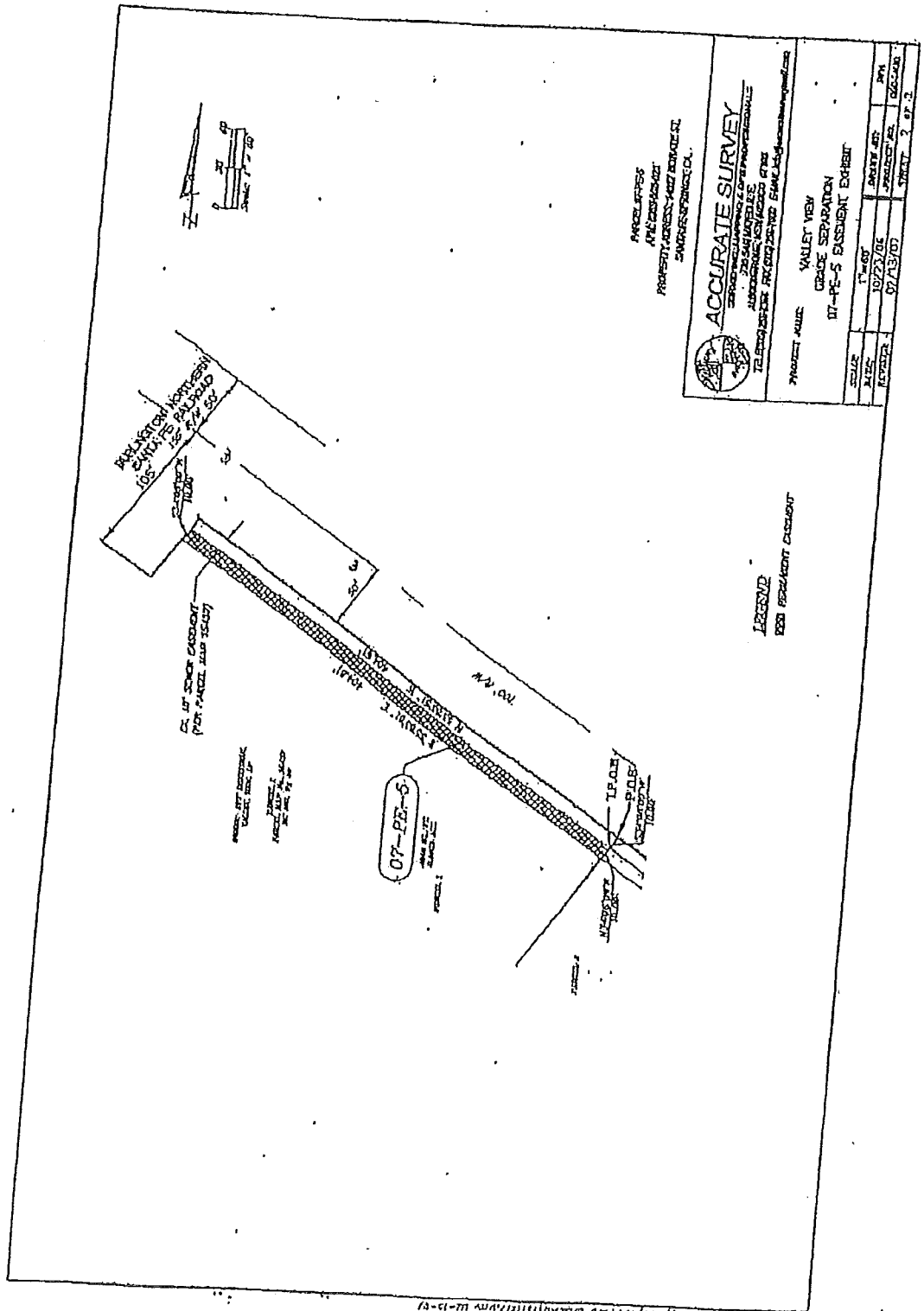
I, William F. Brewster, am a Licensed Professional Land Surveyor in the State of California and do hereby certify that this legal description, with attached exhibit, was prepared under my direct supervision and is true and accurate to the best of my knowledge and belief.


William F. Brewster L.S. #6722



2/12/07
Date

EXHIBIT 1B



ACCURATE SURVEY SURVEYING & ENGINEERING, INC. 10000 N. 100TH AVE., SUITE 100 DENVER, CO 80231 TEL: 303.440.1234 FAX: 303.440.1235 WWW.ACCURATESURVEY.COM	
PROJECT NAME	VALLEY VIEW
GRADE SEPARATION	10' WIDE EASEMENT EXHIBIT
SCALE	1" = 20'
DRAWN BY	10/27/06
CHECKED BY	07/13/07
DATE	06/22/06
BY	07.2

EXHIBIT 2A

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Parcel: 07-PE-4

Owner: PPF Industrial Valley View, LP

2/12/07

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 2, Parcel Map 15437 in the City of Santa Fe Springs, County of Los Angeles, State of California, filed in Book 160, Page 30 of Parcel Maps, in the Office of the County Recorder of said County and described as follows:

Beginning at a point being the northeast corner of said Parcel 2, which lies on the southerly right-of-way line of the Burlington Northern Santa Fe Railroad; thence,

S 34° 06' 09" W, a distance of 10.00 feet to the TRUE POINT OF BEGINNING and lying on the southerly line of a 10-foot sewer easement as shown on said P.M. 15437; thence,

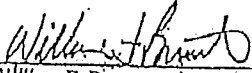
N 55° 53' 51" W, a distance of 310.00 feet along said easement line to a point on the westerly property line of said Parcel 2; thence,

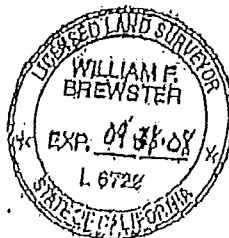
S 34° 06' 09" W, a distance of 10.00 feet along said westerly line to a point; thence,

S 55° 53' 51" E, a distance of 310.00 feet to a point; thence,

N 34° 06' 09" E, a distance of 10.00 feet to the TRUE POINT OF BEGINNING of the parcel land herein described and containing 3100 square feet (0.0712 acre), more or less.

I, William F. Brewster am a Licensed Professional Land Surveyor in the State of California and do hereby certify that this legal description, with attached exhibit, was prepared under my direct supervision and is true and accurate to the best of my knowledge and belief.


William F. Brewster, L.S. #6722
Accurate Survey
730 San Mateo S.E.
Albuquerque, NM 87108
(505) 256-7364



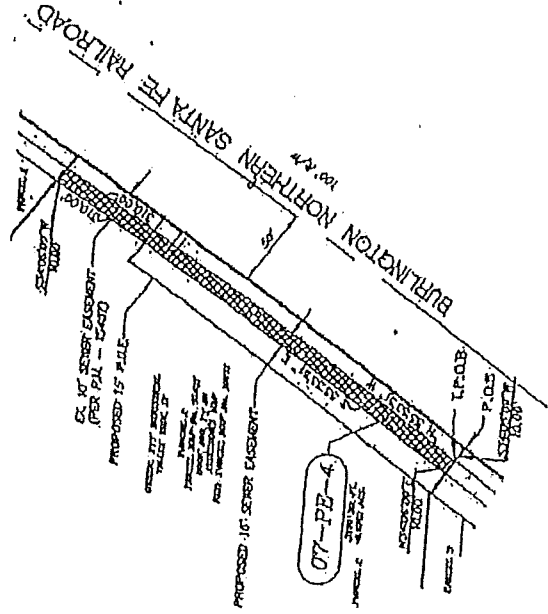
2/12/07

Date

EXHIBIT 2B

ACCURATE SURVEY
 CONDUCTED BY THE U.S. DEPT. OF COMMERCE
 IN COOPERATION WITH THE
 BUREAU OF ECONOMIC ANALYSIS
 U.S. DEPT. OF COMMERCE
 WASHINGTON, D.C. 20540

SCALE	1" = 50'	INVEST. ENT.	7/11
ACQ.	7/7/52/108	PRODUCED BY	BOULDER
INITIALS	02/12/07		UNIT 2 OF 2



LEGEND
 001: PERMANENT RECORD

EXHIBIT 3A

EXHIBIT A
LEGAL DESCRIPTION

VALLEY VIEW AVENUE GRADE SEPARATION

Parcel: 07-PE-4A

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 2, Parcel Map No. 15437 filed on March 21, 1983 in Book 160, Page 30 and described in Document Number 83-309599 in the Official Records in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the intersection of the centerline of Stage Road and the centerline of Valley View Avenue; thence, N 55° 53' 51" W a distance of 196.19 feet along the centerline of Stage Road to a point on the centerline of Stage Road; thence, S. 34° 06' 09" W., a distance of 150.00 feet to the TRUE POINT OF BEGINNING; thence,

S 34° 06' 09" W, a distance of 15.00 feet to a point; thence,

N 55° 53' 51" W, a distance of 243.31 feet to a point; thence,

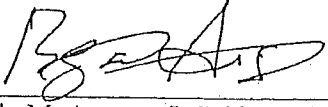
N 34° 06' 09" E, a distance of 35.00 feet to a point on the southerly right of way line of BNSF Railway; thence,

S 55° 53' 51" E, a distance of 15.00 along the southerly right of way line of BNSF Railway to a point; thence,

S 35° 54' 15" W, a distance of 20.01 feet to a point leaving said southerly right of way line of BNSF Railway; thence,

S 55° 53' 51" E, a distance of 228.93 feet to the TRUE POINT OF BEGINNING of the parcel herein described and containing 3,943 square feet (0.0905 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.


Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.

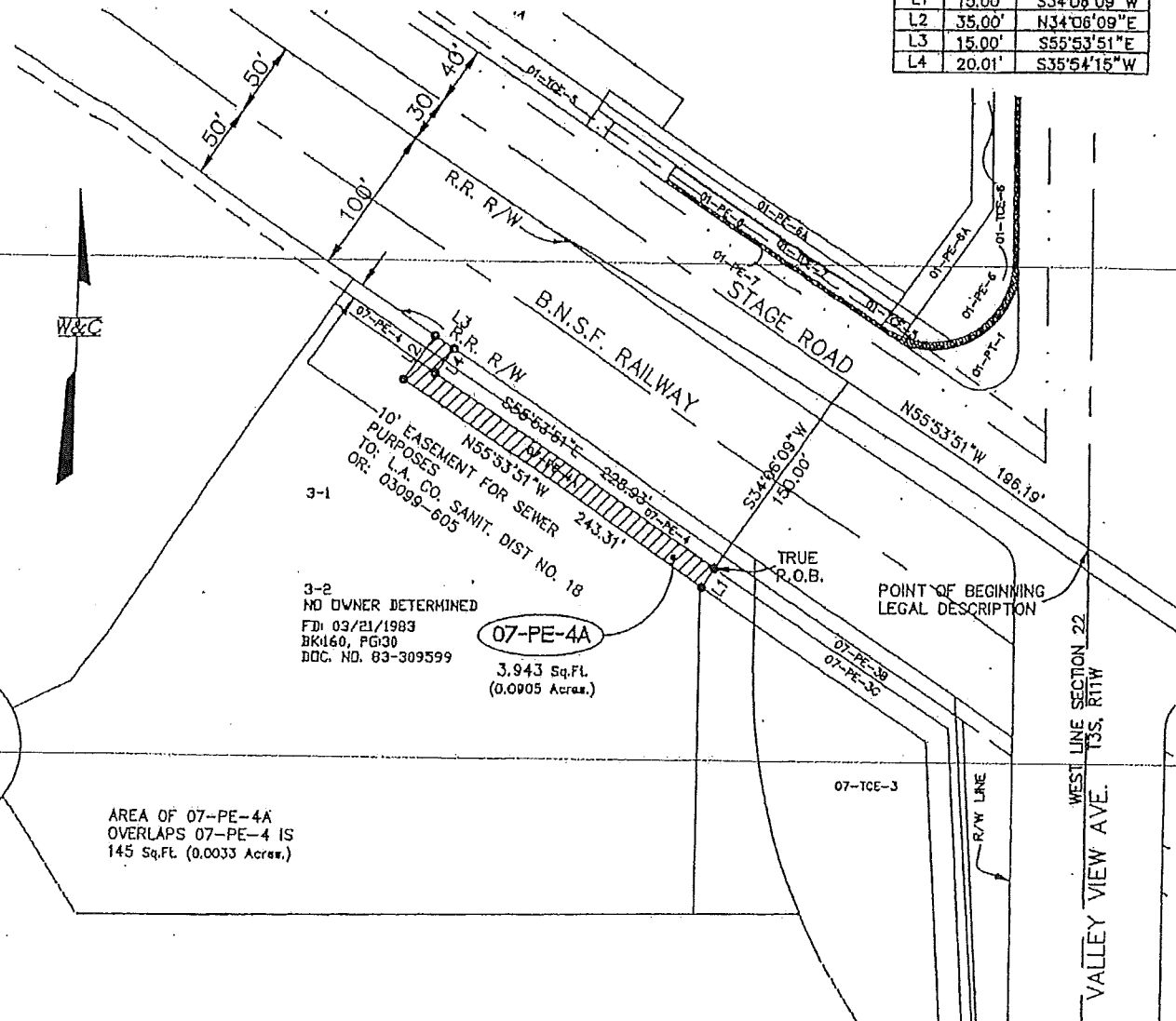


3-5-12
Date

EXHIBIT 3B

EXHIBIT "A" PERMANENT EASEMENT

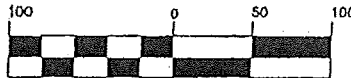
LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00'	S34°06'09"W
L2	35.00'	N34°06'09"E
L3	15.00'	S55°53'51"E
L4	20.01'	S35°54'15"W



NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

WILSON
& COMPANY

625 E. CARNEGIE DRIVE SUITE 100
SAN BERNARDINO, CA 92408
(909) 806-8000

LAYOUT NAME: 07-PE-4A
DRAWING NAME: 08-400-189-00_Exhibits-NW & SW_Quad.dwg
NETWORK ADDRESS: M:\RR\08-400-189-00\CADD\EXHIBITS\

EXHIBIT 4A

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement
Owner: PPF Industrial Valley View, LP

Parcel: 07-PE-3B

07/24/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 3, Parcel Map No. 15437 filed on 21 March 1983 in Book 160, Page 30 and described in Document Number 83-309399 in the Official Records in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the intersection of the centerline of Stage Road and the centerline of Valley View Avenue; thence, N 55° 53' 51" W a distance of 196.19 feet along the centerline of Stage Road to a point on the centerline of Stage Road; thence, S 34° 06' 09" W, a distance of 140.00 feet to the TRUE POINT OF BEGINNING; thence,

S 55° 53' 51" E, a distance of 190.78 feet to a point; thence,

S 04° 15' 00" E, a distance of 426.14 feet to a point; thence,

N 89° 24' 04" E, a distance of 7.02 feet to a point on the westerly right of way line of Valley View Avenue; thence,

S 00° 36' 04" E, a distance of 10.00 along the westerly right of way line of Valley View Avenue to a point; thence,

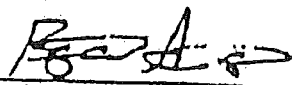
S 89° 24' 04" W, a distance of 16.41 feet to a point leaving said westerly right of way line of Valley View Avenue; thence,

N 04° 15' 00" W, a distance of 430.68 feet to a point; thence,

N 55° 53' 51" W, a distance of 185.94 feet to a point; thence,

N 34° 06' 09" E, a distance of 10.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described and containing 6,283 square feet (0.1443 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.


Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.



7-24-09

Date

EXHIBIT 4B

EXHIBIT "A" PERMANENT EASEMENT

LINE	LENGTH	BEARING
L1	7.00'	N88°24'04"E
L2	18.00'	S89°34'04"W
L3	18.51'	S88°24'04"W
L4	18.00'	N34°04'00"E

POINT OF BEGINNING
LEGAL DESCRIPTION

NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

GRAPHIC SCALE



(IN, FEET)

1 inch = 100 ft.

**WILSON
& COMPANY**

415 E. CLAYMONT DRIVE SUITE 100
SAN BERNARDINO, CA 92410
(909) 876-8000

LAYOUT NUMBER 07-PE-38
DRAWING NUMBER 08-108-108-08 LARER-108 & SW Quaddog
NETWORK ADDRESS 18-108-108-108-08 (CADD) (PROPERTY)

EXHIBIT 5A

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Parcel: 07-PE-3C

Owner: PPF Industrial Valley View, LP

08/13/10

LEGAL DESCRIPTION

A certain parcel of land being a portion of Parcel 3, Parcel Map No. 15437 filed on 21 March 1983 in Book 160, Page 30 and described in Document Number 83-309599 in the Official Records in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the intersection of the centerline of Stage Road and the centerline of Valley View Avenue; thence, N 55° 53' 51" W a distance of 196.19 feet along the centerline of Stage Road to a point on the centerline of Stage Road; thence, S. 34° 06' 09" W., a distance of 150.00 feet to the TRUE POINT OF BEGINNING; thence,

S 55° 53' 51" E, a distance of 185.94 feet to a point; thence,

S 04° 15' 00" E, a distance of 430.68 feet to a point; thence,

N 89° 24' 04" E, a distance of 16.41 feet to a point on the westerly right of way line of Valley View Avenue; thence,

S 00° 36' 04" E, a distance of 34.01 along the westerly right of way line of Valley View Avenue to a point; thence,

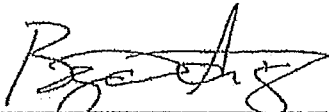
N 45° 35' 47" W, a distance of 44.21 feet to a point leaving said westerly right of way line of Valley View Avenue; thence,

N 04° 15' 00" W, a distance of 425.21 feet to a point; thence,

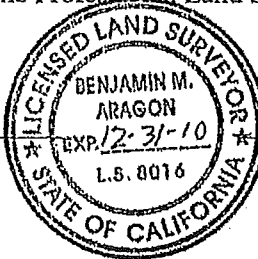
N 55° 53' 51" W, a distance of 178.69 feet to a point; thence,

N 34° 06' 09" E, a distance of 15.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described and containing 9,707 square feet (0.2228 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.



Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.



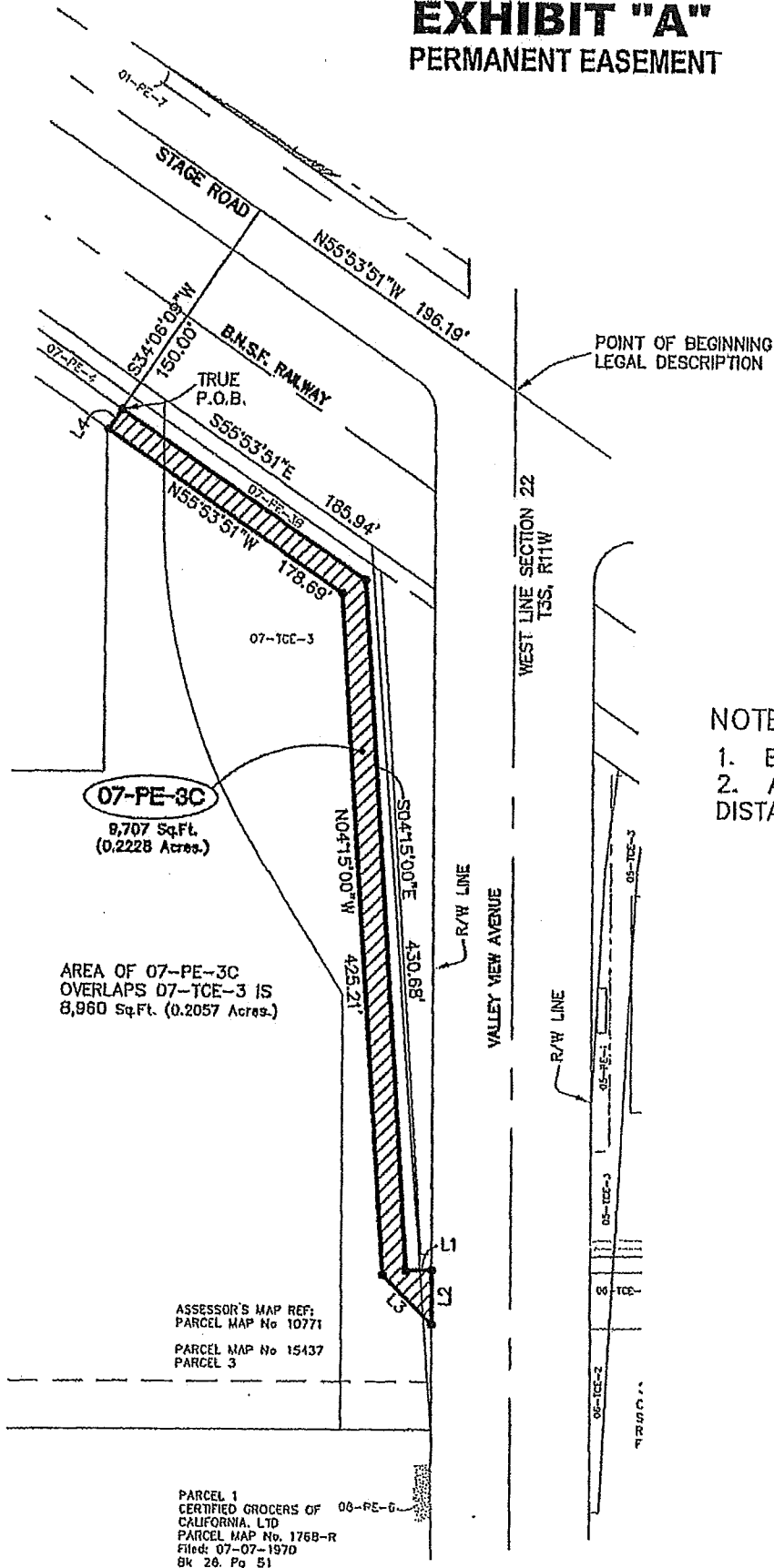
8-13-10
Date

EXHIBIT 5B

EXHIBIT "A"

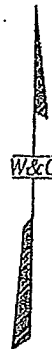
PERMANENT EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.41'	N89°24'04"E
L2	34.01'	S00°36'04"E
L3	44.21'	N45°35'47"W
L4	15.00'	N34°06'09"E



NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft

**WILSON
& COMPANY**

625 E. CARNEGIE DRIVE SUITE 100
SAN BERNARDINO, CA 92408
(909) 806-8000

EXHIBIT 6A

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 07-JCE-3

Owner: PFF Industrial Valley View, LP

06/4/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 21, Township 3 South, Range 11 West, in the Rancho Los Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed as Book 41819, Page 141, et seq. and Parcel Number 3, Parcel Map No. 15437 filed on 21 March 1983 in Book 160, Page 30 and described in Document Number 83-309599 in the Official Records in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the intersection of the centerline of Stage Road and the centerline of Valley View Avenue; thence, S 00° 35' 56" E a distance of 95.80 feet along the centerline of Valley View Avenue to a point on the centerline of Valley View Avenue; thence, N. 89° 24' 04" E, a distance of 90.00 feet to the northeast corner of said Parcel 1 to the TRUE POINT OF BEGINNING; thence,

S 04° 45' 07" E, a distance of 552.74 feet along said parcel line to a point on the westerly right of way line of Valley View Avenue; thence,

S 89° 39' 58" W, a distance of 57.00 feet to a point; thence,

N 00° 36' 15" W, a distance of 271.86 feet to a point; thence,


N 32° 21' 13" W, a distance of 102.21 feet to a point of curvature; thence,

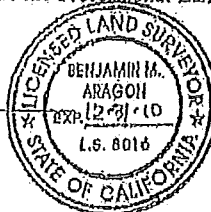
223.54 feet along the arc of said curve having a Radius of 400.00 feet, a Central Angle of 32° 01' 12" and a Chord of 220.64' which bears N 16° 20' 37" W to a point; thence,

N 00° 20' 01" W, a distance of 70.14 feet to a point on the southerly right of way line of the BNSF Railway; thence,

S 55° 53' 51" E, a distance of 158.53 feet along said southerly right of way line to the TRUE POINT OF BEGINNING of the parcel herein described and containing 46,415 square feet (1.0655 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.


Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.

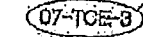


6.5.09
Date

EXHIBIT 6B

EXHIBIT "A"

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	223.54'	400.00'	32°01'12"	114.77'	220.64'	N16°29'37"W



16,418 Sq.Ft.
(1.0055 Acres.)

AREA OF 07-PE-3B
OVERLAPS 07-TCE-3 IS
4,720 Sq. Ft. (0.1084 Acres.)

AREAS OF 07-PE-30
OVERLAP 07-TC-3 ARE
9,708 Sq.Ft. (0.2229 Acres.)

ASSESSOR'S MAP REF:
PARCEL MAP No 10771
PARCEL MAP No 15437
PARCEL 3

PARCEL 1
CENTRAL PRODUCE CO 113-PC-6-
CALIFORNIA, LTD
PARCEL MAP 11, 1700-4
Fids: 07-07-1970
01 26 Pg 51

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES



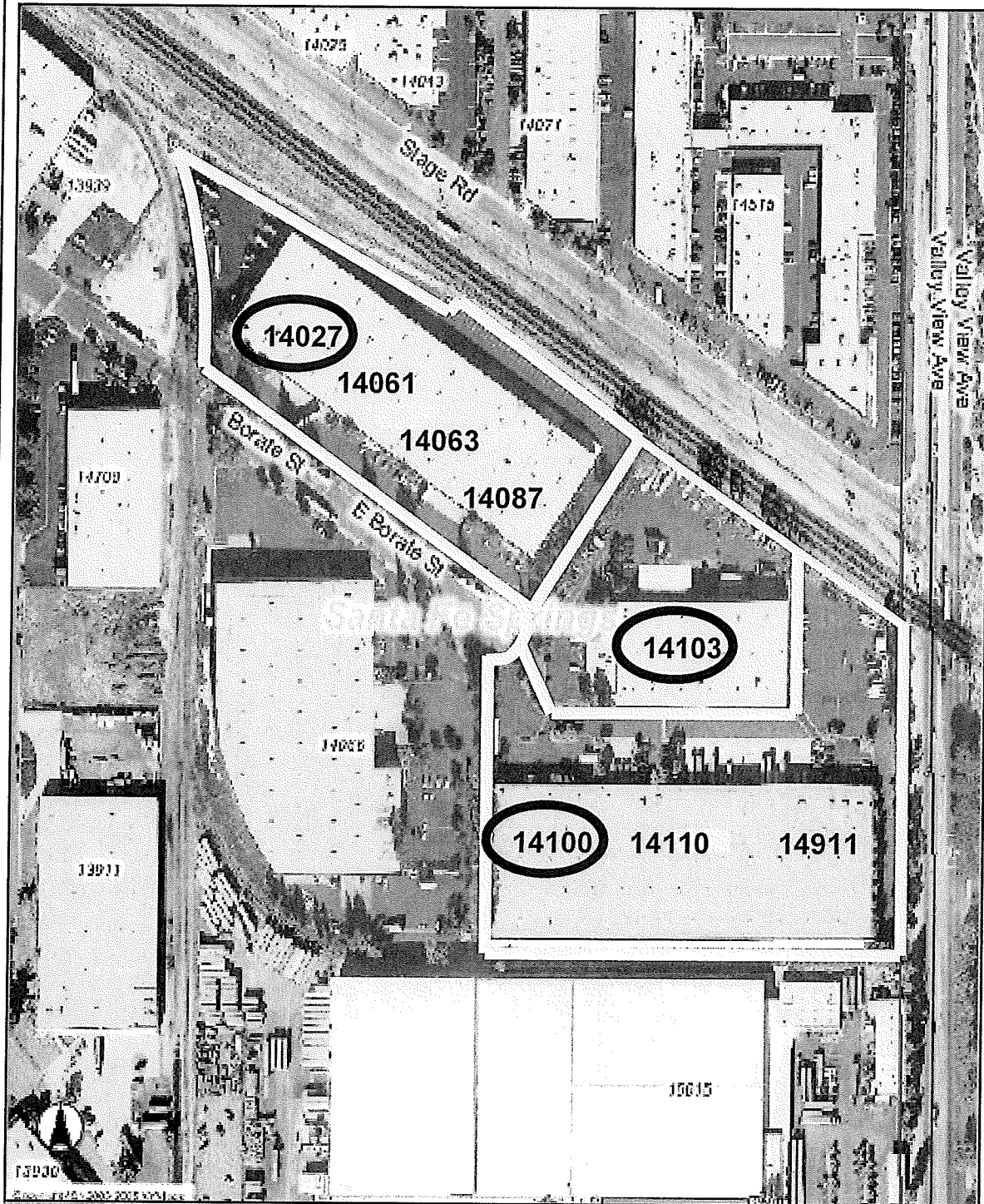
(IN FEET)

1 inch = 100 ft

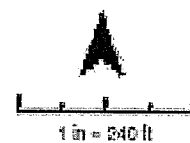
& COMPANY

025 E. CARNEGIE DRIVE SUITE 100
SAN BERNARDINO, CA 92400
(809) 806-8000

LAYOUT NAME: 07-TCE-3
DRAWING NAME: 08-100-189-00_Exp@its-HW & SW_Quad.dwg
NETWORK ADDRESS: \\FR\\08-100-189-00\\CADD\\EXP@ITS\\



Location Map For
Resolution No. 9370





City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Valley View Avenue Grade Separation Project - Resolution No. 9371 - Approval of Program Supplement Agreement N002 (Revision 1) for Federal Aid Project No. DEML02-5340 (011)

RECOMMENDATION

That the City Council take the following actions:

1. Adopt Resolution No. 9371 approving Program Supplement Agreement N002 (Revision 1) for the Valley View Ave. Grade Separation Project; and
2. Authorize the Director of Public Works to execute the agreement.

BACKGROUND

The funding plan for the Valley View Avenue Grade Separation Project (Attachment 1) includes \$17,928,928 in Federal funds which are to be used to cover project related expenses. In accordance with Federal law, the State Department of Transportation (Caltrans) is responsible for administering the distribution of these Federal funds.

Master Agreement

Federal aid funds are allocated pursuant to an agreement entitled "Master Agreement Administering Agency-State Agreement for Federal-Aid Projects". Attachment 2 is the Master Agreement for the City of Santa Fe Springs which was previously approved by the City Council on January 11, 2007. The terms and conditions of the Master Agreement remain in effect and applicable to this project.

Program Supplement

Additionally, a project specific document entitled "Program Supplement" must be executed in order to define the specific funding sources and amounts applicable to the project being done by the local agency. Attachment 3 is "Program Supplement N002 (Revision 1)" which has been developed by the State to address the manner in which federal funds available for the Valley View Ave. Grade Separation Project are to be allocated and spent. The Program Supplement must be executed before any Federal funds can be released. Attachment 4 is Resolution No. 9371 which needs to be adopted to document the City's approval of the Program Supplement.

FISCAL IMPACT

This agreement will ensure that all of the Federal funds committed to this project for right-of-way acquisition and construction remain obligated by the State and Federal Highways Administration. All federal funds allocated to the City for this project are provided on a reimbursement basis as costs are incurred. Local funds are needed only to cover initial payments.

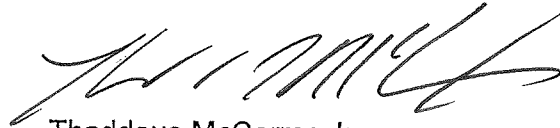
Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: May 2, 2012

INFRASTRUCTURE IMPACT

Execution of the agreement will not have any direct impact on City infrastructure.



Thaddeus McCormack
City Manager

Attachment(s):

1. Project Funding Plan
2. Master Agreement for Federal-Aid Projects
3. Program Supplement N002 (Revision 1)
4. Resolution No. 9371

EXHIBIT "A"

**PROJECT FUNDING PLAN
VALLEY VIEW AVENUE GRADE SEPARATION
FEDERAL PROJECT NO. DEMLO2-5340 (011)**

Project Funding:

<u>Federal Allocations:</u>	<u>Code</u>	<u>Amount</u>
➤ High Priority Funding	HY10	\$ 123,188
➤ CMAQ Funding	L40E	\$ 14,489,000
➤ High Priority Funding	LY60	\$ 792,000
➤ Demo Funding	D010	\$ 2,000,000
➤ High Priority Funding	LY10	\$ 524,740
Total Federal Funding		\$ 17,928,928

<u>State Allocations:</u>		
➤ State PUC (Section 190) Funds		\$ 5,000,000
➤ Trade Corridor Improvement Fund		\$ 25,570,000
➤ Traffic Congestion Relief Fund		\$ 23,698,000
Total State Funding		\$ 50,268,000

<u>Other Funding:</u>	
➤ Railroad (BNSF) Contribution	\$ 2,899,216

Total of All Project Funding	\$ 71,096,144
-------------------------------------	----------------------

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TDD (916) 654-4014
(916) 654-3151
Fax (916) 653-7621



January 31, 2007

File : 07-LA-0-SFSP

DEML02-5340(011)


Valley View Ave/Stage Rd and
BNSF railroad tracks

Mr. Donald K. Jensen
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Mr. Jensen:

Enclosed are your fully executed copies of Administering Agency State Agreement No. 07-5340R and Program Supplement Agreement No. 002-N.

Sincerely,

for 
DENIX ANBIAH, Chief
Office of Project Implementation
Division of Local Assistance

*(\$2M Federal
funding)*

RECEIVED
CITY OF SANTA FE SPRINGS
FEB 1 2007
2007 FEB 1 2 00 PM

Enclosure

c: DLA AE Project Files
(07) DLAE - Kirk Cessna

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

07 City of Santa Fe Springs

District Administering Agency

Agreement No. 07-5340R

This AGREEMENT, is entered into effective this 31st day of January, ²⁰⁰⁷~~2006~~, by and between the City of Santa Fe Springs, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE, and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS"); and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal-funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for federal-aid projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE or the Federal Highway Administration (FHWA).
3. The E-76/E-76(AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these Federal Funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of Federal Funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, State and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further Federal funds are

needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed

project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.
16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.
17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.
18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from Federal Funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide

orderly, timely and efficient relocation of PROJECT- displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, shall also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of the AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of Federal Funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate Invoices in arrears for reimbursement of participating PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit Invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations; and Invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been Invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. Invoices must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An Indirect Cost Rate Proposal and Central Service Cost Allocation Plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for federal reimbursement.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess Federal Funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all Federal Funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of Federal Funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of Federal Funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-Federal Funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with Federal Funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal Funds encumbered for PROJECT are available for liquidation for a period of seven (7) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.
17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
18. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
20. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse moneys due STATE within thirty 30 days of demand, or within such other period as may be agreed in writing between the PARTIES hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.
21. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.
22. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.
23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.
24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.

6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of ARTICLE IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI -FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all State funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or FTA that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this

AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.
12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.
13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.
15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By *bm y*

for
Chief, Office of Project Implementation
Division of Local Assistance

Date 1/31/07

City of Santa Fe Springs

By *Donald K. Jensen*
Donald K. Jensen,
Director of Public Works

City of Santa Fe Springs
Representative Name & Title
(Authorized Governing Body Representative)

Date January 23, 2007

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

- (1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is

necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

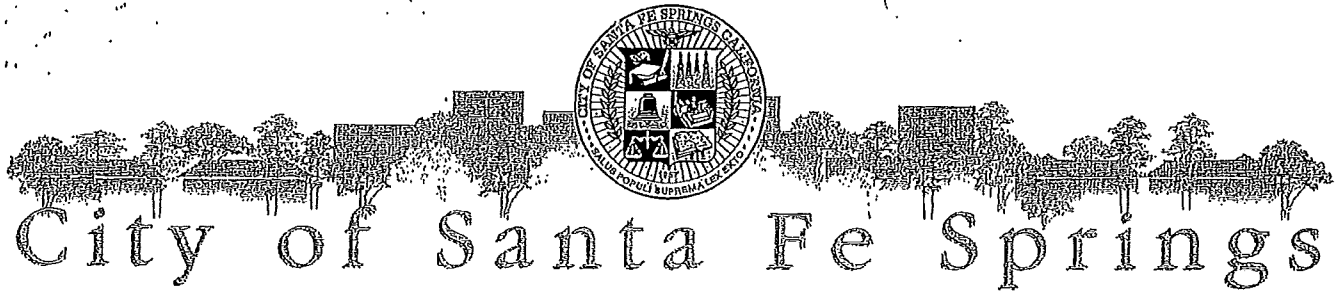
(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

State of California)
County of Los Angeles)ss
City of Santa Fe Springs)

I, Barbara Earl, City Clerk of the City of Santa Fe Springs, do hereby certify that the attached document is a true and exact copy of Resolution No. 9030 adopted by the City Council on January 11, 2007.

Dated this 16th day of January, 2007

Barbara Earl
City Clerk

(Seal)

RESOLUTION NO. 9030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE
SPRINGS APPROVING AND AUTHORIZING THE EXECUTION OF A
REVISED MASTER AGREEMENT FOR FEDERAL-AID PROJECTS
AND PROGRAM SUPPLEMENT NO. 002-N FOR
THE VALLEY VIEW GRADE SEPARATION PROJECT

WHEREAS, the City of Santa Fe Springs is the lead agency for construction of the Valley View Grade Separation Project which will eliminate an existing at grade BNSF crossing on Valley View Avenue (PUC Crossing No. 2-152.29); and

WHEREAS, federal transportation funds have been committed to assist with the construction of the Valley View Grade Separation Project; and

WHEREAS, the State of California, Department of Transportation (State) is responsible for the distribution of said federal transportation funds; and

WHEREAS, funds are distributed by the State pursuant to an agreement entitled "Master Agreement Administering Agency-State Agreement for Federal Aid Projects (Master Agreement)", which was last executed by the City of Santa Fe Springs in 2002; and

WHEREAS, the State has revised said Master Agreement to reflect changes in applicable State and Federal policies and has provided City with a Revised Master Agreement for execution; and

WHEREAS, State has prepared Program Supplement No. 002-N to address how federal funds committed to the Valley View Grade Separation Project are to be accounted for and expended by the City of Santa Fe Springs.

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

Section 1: The City of Santa Fe Springs hereby agrees to comply with the terms and conditions set forth in the Master Agreement Administering Agency-State Agreement for Federal-Aid Projects as revised by State; and

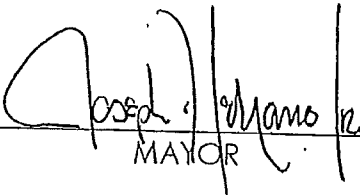
Section 1: The City of Santa Fe Springs hereby agrees to comply with the terms and conditions set forth in Program Supplement No. 002-N for the Valley View Grade Separation Project; and

Section 2: The Director of Public Works is hereby authorized to execute the following agreements on behalf of the City of Santa Fe Springs:

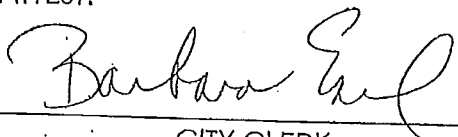
- A. Master Agreement Administering Agency-State Agreement for Federal - Aid Projects, as revised by State;
- B. Program Supplement No. 002-N for the Valley View Grade Separation Project; and
- C. Any other Program Supplement Agreements that may be needed in the future to secure the distribution of other federal funding allocated to the Valley View Grade Separation Project.

Section 3: The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 11th day of January 2007.

By: 
MAYOR

ATTEST:


CITY CLERK

PROGRAM SUPPLEMENT NO. N002 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5340

Adv Project ID Date: March 28, 2012
0700001392 Location: 07-LA-0-SFSP
Project Number: DEM102-5340(011)
E.A. Number: 07-932837
Locode: 5340

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 01/31/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Valley View Ave/Stage Rd and BNSF railroad tracks

TYPE OF WORK: Construct railroad grade separation (underpass)

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	HY10	\$123,188.00	LOCAL	STATE	\$50,268,000.00
	L40E	\$14,489,000.00			
\$71,096,144.00	LY60	\$792,000.00	\$2,899,216.00		
	D010	\$2,000,000.00			
	LY10	\$524,740.00			
				OTHER	\$0.00

CITY OF SANTA FE SPRINGS

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer: *Sanford W. King*

Date 3/27/11 \$68,196,928.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

2012 APR -4 AM 8:00
CALTRANS ACCOUNTS PAYABLE

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

Page 1 of 1

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 3/28/2012	PROJECT NUMBER: 0700001392
	REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-071200000940-1	

FROM: Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:
City of Santa Fe Springs

\$15,928,928.00

PROCUREMENT TYPE:

Local Assistance

[illegible]

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. All work performed on this project shall conform to the provisions of the ITS "Project Description" as approved by the Federal Highway Administration.
3. All State requirements related to project funding and contract administration cited in the above referenced ITS Project Description shall be the responsibility of the ADMINISTERING AGENCY implementing this project as shown on Page 1 of this Program Supplement Agreement.
4. Invoice billings shall be mailed directly to the Department of Transportation, Accounting Service Center, Local Programs Accounting Branch, MS #33, P.O. Box 942874, Sacramento, CA 94274-0001. Electronic file of the quarterly progress report shall be submitted to the ITS Coordinator, at the Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001 on or before the 10th of the month following the end of the quarter being reported.
5. At a minimum, the above cited quarterly report, shall contain a concise report covering the following:
 - a. The Federal-aid project number, project name, a brief description of the project, major project partners names and phone numbers of the partners project contacts, and the reporting period.
 - b. Budget and scheduling information including the date the project was initiated, the estimated completion date, cost estimate, expenditures during reporting period, percent of project completed, and percent of funds expended.
 - c. A brief description of the activities conducted during the reporting period including any milestones attained and/or significant events.
 - d. A discussion of any problems encountered or anticipated (e.g., scope changes, changes in project limits, funding requirements, technological constraints, institutional issues, project schedule delays) together with recommended solutions to such problems.
 - e. A brief description of the activities to be conducted in the following quarter.
6. One electronic file of the Self-Evaluation Final Report, described in the Project Description, shall be submitted to the above mentioned ITS Coordinator following completion of the project.
7. This project must be in conformity with the National ITS Architecture, adhere to ITS Standards and undergo Systems Engineering.
8. The Southern California Priority Corridor (Showcase) project defines the regional ITS architecture standards for the urbanized areas of southern California. This project will conform to this regional architecture.
9. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for

SPECIAL COVENANTS OR REMARKS

specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

10. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

11. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
12. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

SPECIAL COVENANTS OR REMARKS

13. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.
- ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.
14. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

RESOLUTION NO. 9371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE
SPRINGS APPROVING AND AUTHORIZING THE EXECUTION OF A
PROGRAM SUPPLEMENT N002-N (REVISION 1) FOR THE
VALLEY VIEW AVENUE GRADE SEPARATION PROJECT
FEDERAL PROJECT NO. DEML02-5340 (011)

WHEREAS, the City of Santa Fe Springs is the lead agency for construction of the Valley View Grade Separation Project which will eliminate an existing at grade BNSF crossing on Valley View Avenue (PUC Crossing No. 2-152.29); and

WHEREAS, federal transportation funds have been committed to assist with the construction of the Valley View Grade Separation Project; and

WHEREAS, the State of California, Department of Transportation (State) is responsible for the distribution of said federal transportation funds; and

WHEREAS, funds are distributed by the State pursuant to an agreement entitled "Master Agreement Administering Agency-State Agreement for Federal Aid Projects (Master Agreement)", which was executed by the City of Santa Fe Springs in 2007; and

WHEREAS, the Master Agreement executed in 2007 remains in effect with respect to the State and Federal policies that are applicable to the expenditure of federal funds by the City of Santa Fe Springs; and

WHEREAS, State has prepared Program Supplement N002-N (Revision 1) to address how federal funds committed to the Valley View Grade Separation Project are to be accounted for and expended by the City of Santa Fe Springs.

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

Section 1: The City of Santa Fe Springs hereby agrees to comply with the terms and conditions set forth in the Master Agreement Administering Agency-State Agreement for Federal-Aid Projects applicable to the City of Santa Fe Springs; and

Section 1: The City of Santa Fe Springs hereby agrees to comply with the terms and conditions set forth in Program Supplement N002 (Revision 1) for the Valley View Avenue Grade Separation Project; and

Section 2: The Director of Public Works is hereby authorized to execute Program Supplement Agreement N002 (Revision 1) on behalf of the City of Santa Fe Springs:

Section 3: The Deputy City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 10th day of May 2012.

By: _____
MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Gus Velasco Neighborhood Center Renovation and Modernization Project - Authorization to Amend LPA Contract to Provide Additional Contract Administration and Construction Management Services

RECOMMENDATION

That the City Council authorize the Director of Public Works to execute a contract amendment with LPA for an amount not to exceed \$120,000 to perform additional contract administration and construction management services.

BACKGROUND

The Sun Group took over as general contractor for the Gus Velasco Neighborhood Center Renovation and Modernization Project beginning on December 5, 2011. Although significant progress has occurred during the last five months, there have been both unforeseen conditions as well as additional improvements during this period that required the City Council approval of change order work and the granting of fifty-five (55) additional working days.

The project's Construction Manager, LPA, has the dual responsibility to ensure the general contractor's compliance with the project's plans and specifications, as well as represent the City's interest on site. Due to the changes in the contract scope of work (change orders), the takeover of the contract by the Surety, and the overall work schedule, LPA's professional services contract budget has been expended and a budget amendment is necessary to complete the project under the current schedule.

Staff is recommending that the City Council authorize the Director of Public Works to amend the LPA contract for an amount not to exceed \$120,000 to provide the following services necessary to complete the project:

1. Review and approve material submittals, including but not limited to, millwork, flooring, paint and landscaping;
2. Review and approve installation of remaining improvements for compliance with plans and specifications;
3. Coordinate procurement, delivery and installation of furniture and equipment;
4. Review work progress in connection with contractor's monthly progress invoice;

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

Date of Report: May 1, 2012

5. Review additional change order work requests, if required;
6. Assist with the project completion process, including final submittals and approvals, final cleaning, correction (punch) list completion; systems testing and certificates of compliance, final inspections, collection of operation and maintenance data, warranties, project record documentation and processing final payment.

FISCAL IMPACT

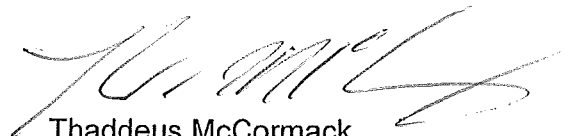
This project is included in the Six-Year Capital Improvement Program FY 2006-2007 through FY 2011-2012. Funds have been appropriated from unallocated CDC Tax-Exempt Bond Funds to the Project Account No. 484-R545.

Funds for this project are included in Resolution No. OB-SA-2012-001 and the Oversight Board of the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs approved the Successor Agency's Administrative Budgets for Fiscal Years 2011-2012 and 2012-2013 on April 25, 2012.

Funds for this project are also included in Resolution No. OB-SA-2012-002 and the Oversight Board of the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs approved the Successor Agency's Recognized Obligation Payment Schedules (ROPS) for February 1, 2011 through June 30, 2012, and for July 1, 2012 through December 2012 on April 25, 2012.

INFRASTRUCTURE IMPACT

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



Thaddeus McCormack
City Manager

Attachment (s):
None.



City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Interstate 5 Water Main Relocation for the Carmenita Road Segment - Approval of Pipeline Crossing Agreement with Union Pacific Railroad Company

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Pipeline Crossing Agreement with UPRR for the Interstate 5 Water Main Relocation for the Carmenita Road Segment;
2. Authorize the Director of Public Works to execute the Pipeline Crossing Agreement.

BACKGROUND

The Interstate 5 Water Main Relocation for the Carmenita Road Segment Project includes a pipeline crossing under the existing Union Pacific Railroad (UPRR) track on Carmenita Place (future roadway) south of Firestone Boulevard. In order for the City to construct the proposed water main under the existing UPRR track, a Pipeline Crossing Agreement is required from UPRR.

The proposed water main consists of a sixteen inch (16") diameter carrier pipe within a twenty-eight inch (28") diameter casing pipe for a length of 222 lineal feet. The proposed water main bore and jack scope of work is included in the construction plans and specifications for the Interstate 5 Water Main Relocation for the Carmenita Road Segment project.

FISCAL IMPACT

As indicated in the Pipeline Crossing Agreement, the total fee for this agreement is \$16,450.00. The fee includes the following: pipeline license fee (\$14,650.00) and Railroad Protective Liability Insurance (\$1,800.00). This cost will be reimbursed with State funds that have been allocated to this project. Local funds will be needed only to make initial payments.


INFRASTRUCTURE IMPACT

Execution of the agreement will allow City-owned water main facility that is in conflict with the proposed construction of the Interstate 5 Water Main Relocation for the Carmenita Road Segment to be relocated.


Thaddeus McCormack
City Manager

Attachment(s):

Pipeline Crossing Agreement

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

Date of Report: May 2, 2012

PIPELINE CROSSING AGREEMENT

Mile Post: 501.16, Santa Ana Ind Ld Subdivision/Branch
Location: Santa Fe Springs, Los Angeles County, California

THIS AGREEMENT ("Agreement") is made and entered into as of February 24, 2012, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SANTA FE SPRINGS**, to be addressed at 11710 E. Telegraph Road, Santa Fe Springs, California 90670 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 16 inch cased pipeline for transporting and conveying water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated February 22, 2012 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Fourteen Thousand Six Hundred Fifty Dollars (\$14,650.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall

provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the Lease, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SANTA FE SPRINGS

By: _____
Asst Manager

By: _____

Name Printed: _____

Title: _____

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

JOSE A. RUBIO MGR SIGNAL MNTCE 11406 LOS NIETOS RD Santa Fe Springs, CA 90670 Work Phone: 626/8 935-7681 Fax: 402 233-2113 Cell Phone: 562 318-4153	KENNETH W. STUART MGR TRACK MNTCE 11406 S Los Nietos Rd Santa Fe Sprgs, CA 90670 Work Phone: 909/8 685-2469 Cell Phone: 402 990-5220
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- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is

provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensor whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. **AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C

Union Pacific Railroad Company Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremens and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

www.uprr.com/reus/rinsure/insurovr.shtml

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: william.j.smith@marsh.com

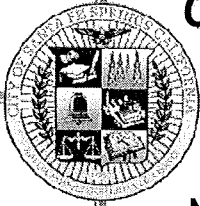
Email: cindy.long@marsh.com

*PLEASE NOTE - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA
NW 8622
PO Box 1450
Minneapolis, MN 55485-8622



City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Slurry Sealing of Various Streets (FY 2011/2012) – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids;
2. Authorize the City Engineer to identify additional streets to be included in the contract; and
3. Award a contract to Roy Allan Slurry Seal Inc. of Santa Fe Springs, California, in the amount of \$191,528.23.

BACKGROUND

The City Council, at their meeting of March 22, 2012, authorized the City Engineer to advertise for construction bids. The project includes the installation of slurry seal which is a mixture of asphalt emulsion and fine aggregate spread on the surface of the roadway. The slurry seal will extend the service life of the streets.

Bids were opened on April 24, 2012 and a total of seven bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and has determined that all bid proposals are in compliance with the project specifications. The low bidder for the project was Roy Allan Slurry Seal Inc. of Santa Fe Springs, California, in the amount of \$191,528.23. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Roy Allan Slurry Seal Inc.	\$ 191,528.23
Pavement Coatings Co.	\$ 214,529.29
All American Asphalt	\$ 219,188.25
American Asphalt South, Inc.	\$ 228,963.74
Doug Martin Contracting, Co., Inc.	\$ 246,615.86
Valley Slurry Company	\$ 251,921.00
Mission Paving and Sealing, Inc.	\$ 277,244.73

The bid submitted by Roy Allan Slurry Seal Inc. is approximately 47% below the Engineer's Estimate of \$366,000.00.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Roy Allan Slurry Seal Inc., Inc. to be satisfactory and responsive.

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

Date of Report: May 3, 2012

Staff requests authorization to identify additional streets to add to the contract in order to maximize the grant funding on this project. Due to the significant decrease in the cost of oil, the bid amount is far below the amount of funding procured for this project. This is an opportunity to repair more streets than originally anticipated. Staff anticipates adding approximately \$135,000 to \$145,000 more in construction costs with these additional streets. Staff will identify the additional streets and request Council approval of those streets at the next City Council meeting of May 24, 2012.

FISCAL IMPACT

The total estimated cost for this project, including construction, engineering, inspection, overhead, and contingency is \$240,000. The City of Santa Fe Springs will be reimbursed up to \$400,000 by the State Department of Transportation per Proposition 1B Local Streets and Roads funding. Local funds will be needed only to make initial payments. Therefore, Staff recommends adding additional streets to maximize reimbursement of this grant funding.



Thaddeus McCormack
City Manager

Attachment(s):
None.



City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Valley View Avenue Grade Separation Project - Reimbursement of Property Acquisition Costs Incurred by the City of La Mirada

RECOMMENDATION

That the City Council authorize the Director of Finance and Administrative Services to reimburse the City of La Mirada in the amount of \$2,241,967.00 for right-of-way acquired from APN 8069-009-020 to construct the Valley View Avenue Grade Separation Project.

BACKGROUND

The Valley View Avenue Grade Separation Project (Project) is a joint effort of the Cities of Santa Fe Springs and La Mirada. The purpose of the project is to improve safety and traffic flow along Valley View Avenue which is presently impacted by the existing BNSF railroad crossing. Under the terms of a cooperative agreement between the two cities that was executed in April 2011 (Attachment 1), the City of Santa Fe Springs is the Lead Agency and each City is to acquire the property needed within their respective City to complete the Project. The agreement also obligates the City of Santa Fe Springs to reimburse the City of La Mirada for its property acquisition costs.

In March 2012 the City of La Mirada and the owner of the property located at 14950-14952 Valley View Avenue (APN 8069-009-020) reached an agreement on the amount of compensation to be paid for the acquisition of temporary and permanent easements from this particular property. The final settlement amount was \$2,335,000.00 and La Mirada has confirmed that payment has been made to the property owner in accordance with the documents executed by both parties regarding this acquisition. Allowing for the initial deposit of \$93,033.00 which was made previously by La Mirada and which has already been reimbursed, the balance owed to La Mirada at this time is \$2,241,967.00. The letter from the City of La Mirada requesting reimbursement is attached to this report (Attachment 2).

FISCAL IMPACT

After reimbursing the City of La Mirada, the City of Santa Fe Springs will be able to request reimbursement from outside funding sources for payments made to the City of La Mirada for property acquired to complete the Project.

INFRASTRUCTURE IMPACT

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


Thaddeus McCormack
City Manager

Attachment(s):

1. 2011 Cooperative Agreement
2. Reimbursement Request and Invoice from the City of La Mirada
3. Stipulation for Judgment in Condemnation

COOPERATIVE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS AND CITY OF LA MIRADA

This Cooperative Agreement (this "Agreement"), is executed to be effective as of this 29th day of April, 2011 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS ("SFS") and the CITY OF LA MIRADA ("LM"), both municipal corporations, for the construction and maintenance of the Valley View Avenue Underpass Project as defined herein. LM and SFS are referred to herein individually or collectively as "party" or "parties" respectively.

RECITALS:

WHEREAS, the BNSF Railway Company ("BNSF") owns and operates a railroad corridor that crosses through LM and SFS in the County of Los Angeles, State of California;

WHEREAS, SFS and LM, as joint owners of Valley View Avenue, desire to improve the existing BNSF/Valley View Avenue at-grade crossing by constructing a new crossing at separated grades to be known as the Valley View Avenue Underpass and designated as California Public Utilities Crossing No. 2-158.4-C, D.O.T. No. 027657G;

WHEREAS, the existing Valley View Avenue at-grade crossing (PUC Crossing No. 2-152.29) will be closed permanently and removed upon completion of construction and the placing in service of said underpass;

WHEREAS, the parties believe that funding for the acquisition of the necessary right-of-ways, easements, and the like and construction costs for the Project will ultimately be provided by various sources of the State of California and the United States Government, but in the interim, wish to memorialize their respective obligations to provide advance funding, and their respective obligations in the event that such State and Federal funding sources ultimately prove insufficient to pay for all costs of the Project.

WHEREAS, the parties also desire to express in writing their understanding and agreement with respect to the construction and maintenance of the Valley View Avenue Underpass; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEFINITIONS

1. The "Project", as used herein, shall mean the Valley View Avenue Underpass as described in detail by the approved plans and specifications. Work to be done includes, but is not limited to, removal of existing improvements, including the existing at-grade crossing BNSF (P.U.C. Crossing No. 2-152.29), and construction of new improvements, including a new bridge structure, roadway areas, retaining walls, sidewalks, driveways, landscaping, utilities, signage, striping, poles and lights.
2. The "Plans", as used herein, shall mean the plans and specifications, as approved by both SFS and LM, that reflect the detailed nature of work to be done to complete the Project, and includes all documents or drawings that relate to the Project.

ARTICLE II – SFS RESPONSIBILITIES

SFS shall:

1. Serve as lead agency and take all actions necessary to ensure that the Project is managed properly and completed in accordance with the Plans and all rules, regulations and laws applicable thereto.
2. Consult with and secure approval from LM of Plans before the Project is advertised for bids. After mutual written approval thereof, the Plans will become part of this Agreement and shall be incorporated herein by reference.
3. Secure all required permits and approvals, and make all arrangements for the relocation and/or installation of all facilities owned by private persons, companies, corporations, political subdivisions or public utilities which may be necessary for the construction of the Project.
4. Comply with all orders and directives of the Public Utilities Commission as may be issued with respect to the Project.
5. Attempt to secure sufficient funds from county, state, federal and Railroad sources to complete the project.

ARTICLE III – LA MIRADA RESPONSIBILITIES

LM shall:

1. Cooperate with and assist SFS as needed to ensure that Project is managed properly and constructed in accordance with the Plans, and all rules, regulations and laws applicable thereto.
2. Grant to SFS, its successors and assigns, upon and subject to the terms and conditions hereinafter set forth, permission and license to enter upon and use that portion of LM right-of-way as is necessary to construct and maintain the Project.

ARTICLE IV – RIGHT OF WAY ACQUISITION

1. The parties hereto acknowledge that it will be necessary to acquire right-of-way within SFS and LM in order to complete the Project, and that the cost of acquisition needed within the boundary of each party, including all associated costs, is presently estimated to be as follows:

a. Santa Fe Springs	\$ 2,637,000
b. La Mirada	\$ 6,199,000
Total Estimated Cost (Acquisition)	\$ 8,836,000
Consultants & Legal Costs	\$ 1,864,000
Total Estimated Cost	\$11,700,000

2. It is the intent of the parties to this Agreement to use State and Federal funds obtained by SFS, in the amount of \$11,700,000, to acquire the right-of-way needed to complete the Project, and the parties acknowledge that all such acquisition will need to comply with federal rules, regulations and laws.

3. SFS and LM will each provide all advance funding needed to acquire right-of-way needed to complete the Project within their respective boundaries, and will take all actions needed to acquire said right-of-way before the Project is advertised for bids.
4. SFS will reimburse LM for all costs incurred by LM to acquire right-of-ways within LM needed to complete the Project and such requests for reimbursement from LM will be processed and paid within 30 days of receipt thereof by SFS and in any event, SFS shall reimburse all of LM's right-of-way acquisition costs prior to the commencement of the construction of the Project.
5. SFS and LM will implement good faith and diligent procedures as needed to ensure that all expenses incurred in the acquisition of right-of-way within their respective boundaries are reasonably and necessarily incurred, properly documented and available to the other party for inspection.
6. With respect to the federal funding to be used for right-of-way acquisition, the parties agree that all federal funds will be obtained on a reimbursable basis and that any federal funds not used to acquire right-of-way will be used for other eligible Project costs to the extent permitted by Federal regulations.

ARTICLE V – CONSTRUCTION

1. SFS will serve as lead agency and will construct the Project in accordance with the Plans, with the exception of railroad work that will be performed by BNSF pursuant to the Construction & Maintenance Agreement as executed by the parties.
2. All construction work to be performed by SFS will be pursuant to a contract or contracts let in accordance with applicable federal, state and local laws and regulations.
3. During construction of the Project, SFS will send LM quarterly statements detailing the progress of the Project and an accounting of the cost of the work pursuant to this Agreement.
4. SFS will not allow its contractor(s) or subcontractor(s) to start work within LM's boundary until the contractor(s) and/or subcontractor(s) have secured insurance coverage and provided proof of such insurance coverage and have complied with any other requirements as may be required under LM's Municipal Code, and any other applicable state and/or local laws and regulations.
5. Any changes or modifications to the Project during construction LM will be subject to LM's written approval before any such changes or modifications are made.
6. SFS will use its best efforts to cause its contractor(s) to reasonably adhere to the construction schedule established for completing the Project and will provide advance notice and documentation to LM should it be necessary for work to deviate from the Project schedule.
7. LM will have the right to stop construction work on the Project if any of the following events take place: (i) SFS or its contractor(s) performs the work in a manner contrary to the Plans as approved by LM; (ii) SFS or its contractor(s), in the opinion of LM, is performing the work in a manner which is hazardous to the general health and

welfare, LM property, facilities or the safe and expeditious movement of railroad, vehicular or pedestrian traffic. The work stoppage will continue until all necessary actions are taken by SFS or its contractor to rectify the situation to the satisfaction of LM.

8. Any such work stoppage pursuant to this Article will not give rise to any liability on the part of LM and LM's right to stop the work is in addition to any other rights LM may have including, but not limited to, actions or suits for damages or lost profits. In the event that LM desires to stop construction work on the Project, LM agrees to immediately notify SFS in writing of its desire to stop work and the reasons LM believes work should be stopped.
9. SFS will supervise and inspect operations of all contractors hired by SFS to assure compliance with the Plans, all applicable laws and regulations, the terms of this Agreement and all safety requirements of the BNSF railroad.
10. SFS will not begin construction of the Project until it has given LM thirty (30) days prior written notice of the date that SFS intends to start construction.

ARTICLE VI - MAINTENANCE

1. Upon completion of the Project, SFS and LM agree as follows:
 - a. Each party, at its respective sole cost and expense, will be responsible for maintaining all pavement, sidewalk, curb, gutter, street lighting, signage, striping, drainage facilities, walls, landscaping and irrigation systems located within the boundary of their respective city, unless otherwise specified in this Article, and each of the parties shall defend (including the appointment of competent defense counsel), indemnify and hold harmless each other, its respective officers, employees, and agents, against any losses, liability or damages, including actual and reasonable litigation expenses, to the extent that such losses, liability or damages arise from or are related to the negligent and/or willful performance (or lack thereof) of each of the obligations set forth in this Article. This provision shall not in any way affect the general indemnity obligations set forth in Article VIII hereof.
 - b. SFS will maintain all mainline drainage facilities constructed within Valley View and Stage Road, including any such facilities located within the boundary of LM.
 - c. SFS will maintain the bridge structure and any facilities that are located on or associated therewith.
 - d. LM will maintain the median on Valley View, including the landscaping and irrigation facilities contained therein.
 - e. SFS will maintain the traffic signal installed at the intersection of Valley View and Stage Road, including any facilities located within the boundary of LM.
 - f. Neither SFS nor LM shall be responsible for maintaining any facilities that are owned by another agency or entity other than SFS or LM.

- g. With respect to all other facilities constructed as part of the Project that belong to SFS or LM which have not been specifically addressed in this Article, SFS and LM agree that each party will maintain those facilities located within the boundary of their city unless, by mutual agreement, the parties agree that such facilities should be maintained by only one of the parties to this Agreement.
 - h. The obligations set forth in this Article shall survive the completion of the Project.
- 2. Each party agrees that with respect to the facilities it is responsible to maintain, that it will take all action needed to keep said facilities in a safe, functional and aesthetically acceptable condition.
- 3. With respect to facilities referenced in Sections 1(b), 1(c), 1 (d) and 1 (e) of this Article:
 - a. LM will reimburse SFS for one half (50%) of the cost of maintenance done by SFS, provided such work is reasonable in scope and cost. For budgeting purposes only, SFS shall submit to LM on or before May 31st of each year an estimated cost on an annualized basis for this maintenance cost.
 - b. SFS will reimburse LM for one half (50%) of the cost of maintenance done by LM, provided such work is reasonable in scope and cost. For budgeting purposes only, LM shall submit to SFS on or before May 31st of each year an estimated cost on an annualized basis for this maintenance cost.
 - c. The parties agree that facilities within the boundary of SFS or LM will be maintained in accordance with a standard and schedule approved by both parties.
 - d. Each party shall have the right to perform routine maintenance without consulting the other party, but should either party determine that extraordinary maintenance is needed, they will advise the other party as to the scope, cost and reason why they believe such work is necessary, and will not proceed with such work until written authorization is provided by the other party.
 - e. In the event emergency repairs are required, the responsible party may proceed with such repairs if they believe such action is needed to protect pedestrians, motorists or private property, but must notify the other party about such repairs at the earliest opportunity, but no later than within 48 hours of the commencement of such work.
- 4. SFS will apply for and install all vertical clearance signs that are needed to consistently and accurately describe the minimum actual vertical clearance from the bottom of the bridge structure to the top of any pavement. SFS and LM will each maintain the signs located within the boundary of their respective city.
- 5. The parties agree that they will provide the other party and their contractors with any and all necessary permits and maintain roadway traffic controls, at no cost to the

other party, whenever such action is needed to allow maintenance or emergency repairs to be completed.

ARTICLE VII – PROJECT COST & FUNDING

1. The parties hereto acknowledge that the total estimated cost of the Project, including right-of-way, construction and work to be done by BNSF, has been determined and is described in detail in Exhibit "A" which is attached hereto and incorporated herein.
2. It is the intent and agreement of the parties that federal, state, county and other funds (the "Project Funding") will ultimately be used to complete the Project. To that end, SFS and LM will work cooperatively to secure sufficient funds from County, State, Federal and Railroad sources to complete the Project, with SFS serving as the lead agency for such actions.
3. SFS is authorized to take all actions needed to obtain the Project Funding, provided such actions are done in accordance with applicable rules, regulations and laws.
4. SFS will not advertise the Project for construction until sufficient funds have been secured to construct the Project, and SFS agrees that it must provide documentation thereof to LM before the Project is advertised.
5. Except with respect to the right-of-way acquisition responsibilities of the parties as set forth in Article IV hereof, SFS will use the Project Funding to complete the Project in accordance with the Plans and pay all costs for the Project except for the following:
 - a. Work done by others pursuant to franchise agreements with SFS or LM. Neither party shall be responsible for the cost of such work done within the other party's boundary.
 - b. Work that is to be done by other agencies pursuant to their legal responsibilities to do so.
6. In the event that, at any point, the amount of Project Funding committed to the Project or in the possession of SFS is determined to be insufficient to complete the Project or to pay Project costs payable at such point, SFS and LM agree that each shall be responsible for 50% of that portion of such Project costs payable that exceeds available Project Funding. SFS shall bill LM for LM's share of such costs, and LM shall pay such amount to SFS within 30 days of receipt of such bill. SFS will promptly and diligently attempt to secure additional Project Funding to reimburse SFS and LM for any amounts so paid, and shall reimburse LM for any amounts so paid within 30 days of receipt of such reimbursement.
7. SFS will implement procedures as needed to ensure that all expenses associated with completion of the Project are reasonably and necessarily incurred, properly paid and documented, and LM shall have the right to inspect records kept by SFS at any time to verify the accuracy thereof. SFS acknowledges that the defense and indemnity obligations set forth in Article VIII, Section 10 hereof, expressly applies to any contractor-type claims, demands, actions and/or liabilities arising out of and related to this section.
8. Upon completion of the Project, SFS will provide LM with a detailed statement of final costs, segregated as to labor and materials, for each item shown on Exhibit "A".

ARTICLE VIII – MISCELLANEOUS

1. The parties hereto acknowledge that the legal boundary lines for SFS and LM, as they exist on the Effective Date, will not need to be altered, modified or otherwise changed in order to construct the Project.
2. The parties hereto agree that, upon completion of the Project, they will consult with each other should either party desire to modify, alter or reconstruct any element of the Project within their respective boundary before taking any action to do so.
3. Any books, papers, records and accounts of the parties hereto relating to the work hereunder, or the costs or expenses for labor and material connected with the completion of the Project, will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, in perpetuity from the date the Project is completed.
4. The covenants and provisions of this Agreement are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, and subject to the Parties' rights to hire outside work forces to perform their respective maintenance obligations, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
5. In the event construction of the Project does not commence within two (2) years of the Effective Date, this Agreement will become null and void, unless the parties hereto have agreed to an extension of this Agreement. If, however, the Project construction commences within 2 years of the Effective Date, SFS shall diligently and promptly proceed with the Project and take all reasonable and necessary means to timely complete the Project.
6. Neither termination nor expiration of this Agreement will release the other party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
7. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
8. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between SFS and LM with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
9. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

City of Santa Fe Springs:

Thaddeus McCormack, City Manager
11710 E. Telegraph Road
Santa Fe Springs, California 90670-3679

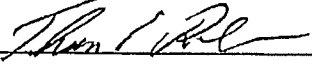
City of La Mirada:

Thomas E. Robinson, City Manager
13700 La Mirada Boulevard
La Mirada, California 90638

10. SFS shall defend, indemnify and hold harmless LM, its officers, employees and agents, against any losses, liability or damages, including actual and reasonable litigation expenses, to the extent that such losses, liability or damages arise from or relate to the negligent or willful acts of omissions of SFS, its officers, employees or agents, in the performance of this Agreement.
11. LM shall defend, indemnify and hold harmless SFS, its officers, employees and agents, against any losses, liability or damages, including actual and reasonable litigation expenses, to the extent that such losses, liability or damages arise from or relate to the negligent or willful acts of omissions of LM, its officers, employees or agents, in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

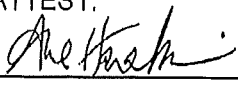
CITY OF LA MIRADA

By: 

Printed Name: Thomas E. Robinson

Title: City Manager

ATTEST:



Title: City Clerk

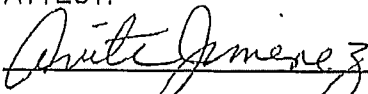
CITY OF SANTA FE SPRINGS

By: 

Printed Name: Thaddeus McCormack

Title: City Manager

ATTEST:



Title: Deputy City Clerk

EXHIBIT A
SUMMARY OF ESTIMATED PROJECT COSTS
VALLEY VIEW AVENUE UNDERPASS

	<u>Estimated Cost of Work</u>	<u>Reserved for Contingencies</u>	<u>Total Estimated Project Cost</u>
Civil Construction	\$ 40,863,000	\$ 6,411,000	\$ 47,274,000
Design & Project Mgmt	\$ 3,647,000	\$ 353,000	\$ 4,000,000
Construction Mgmt & Support	\$ 4,450,000	\$ 850,000	\$ 5,300,000
Right-of-Way			
• Acquisition	\$ 5,058,000	\$ 3,778,000	\$ 8,836,000
• Support Costs	\$ 961,000	\$ 103,000	\$ 1,064,000
• Legal Costs	\$ 1,500,000	\$ 300,000	\$ 1,800,000
Work by BNSF	<u>\$ 6,003,000</u>	<u>\$ 900,000</u>	<u>\$ 6,903,000</u>
Total	\$ 62,482,000	\$12,695,000	\$ 75,177,000



CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

May 2, 2012

Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670-3679

**SUBJECT: REQUEST FOR REIMBURSEMENT – VALLEY VIEW GRADE
SEPARATION PROJECT**

Dear Mr. McCormack:

As you are aware, the Valley View Avenue Grade Separation Project is a joint project of the Cities of Santa Fe Springs and La Mirada in cooperation with Caltrans, Division of Rail and the BNSF Railroad.

The City of La Mirada sought to condemn portions of 14950 – 14952 Valley View Avenue (Assessor's Parcel Number 8069-009-020) for two permanent utility easements and two temporary construction easements required for the project. At the City Council meeting of April 10, 2012, the City Council approved a settlement in the amount of \$2,335,000 for these easements. Subsequently, I signed a Stipulation for Judgment memorializing the terms of the proposed settlement on behalf of the City, which was presented to the court on April 12.

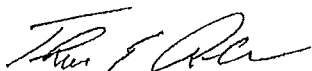
On April 18, I received word that the Judge had signed the Stipulation for Judgment. That same day, a sum of \$2,241,967, which represented the balance of the settlement not on deposit with the court, was sent by wire transfer to two separate accounts. Some \$516,967 was transferred to California Bank & Trust payable to Palmieri, Tyler, Wiener, Wilhelm & Waldron LLP Client Trust Account in trust for Edward P. Roski Jr. and \$1,725,000 was transferred to Citibank New York payable to John Hancock Life Insurance Company (U.S.A.).

Under Section IV.4. of the Cooperative Agreement entered into by the Cities of La Mirada and Santa Fe Springs in April 2011, the City of Santa Fe Springs is to reimburse the City of La Mirada within 30 days of receipt of invoice for all costs incurred to acquire right-of-ways within La Mirada to complete the project. I have attached a copy of Invoice No. 2604 dated April 19, 2012. Please make the check payable to the City of La Mirada.

If you have any questions, please contact my office at (562) 943-0131.

Sincerely,

CITY OF LA MIRADA


Thomas E. Robinson
City Manager

Gabriel P. Garcia
Mayor

Steve De Ruse, D. Min.
Mayor Pro Tem

Pauline Deal
Councilmember

Steve Jones
Councilmember

Lawrence P. Mowles
Councilmember

Thomas E. Robinson
City Manager



City of La Mirada
13700 La Mirada Blvd.
La Mirada, CA 90638

Invoice

Invoice Date	Invoice No
04/19/2012	2604
Customer Number	
4235	
Invoice Total Due	

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670-367

FOR/LOCATION
VALLEY VIEW UPGRADE PROJECT-
ROSKI PROPERTY

Description	Orig Bill	Adjusted	Paid	Amount Due
VALLEY VIEW UPGRADE	2241967.00	.00	.00	2241967.00
QTY 1.00 @ 2241967.00 PER EACH				

RECEIVED
CITY OF SANTA FE SPRINGS
PUBLIC WORKS
2012 APR 26 AM 11:36

2 Weeks

INVOICE TOTAL DUE 2,241,967.00

Please make checks payable to City of La Mirada. Thank You.

TOTAL BALANCE DUE:	2,241,967.00	AMOUNT PAST DUE:	.00
--------------------	--------------	------------------	-----

Outgoing Payments Report

Page 1 of 1

Filter

Print Email Export More Tools

Outgoing Payments Report
Date Range: 04/18/2012 - 04/18/2012
Run Date: 04/18/2012 1:49:22 PM CDT

☒ Approved Payments

Transaction Number	Template Code	Debit Account	Beneficiary Name	Beneficiary Ac
Urgent/Wire (2)				
12418D4409O00577	ROSKI DEFENDANT	1461950149	PALMIERI, TYLER, WIE WALD	034-02228370
12418D4537LA0A07	JOHN HANCOCK INSURANCE	1461950149	JOHN HANCOCK LIFE INSURANCE COMPANY	4071-4948
Totals				
Currency	Count	Total Amount		
USD	2	\$2,241,967.00		

☐ Pending Approval Payments

Transaction Number	Template Code	Debit Account	Beneficiary Name	Beneficiary Ac
Totals				
Currency	Count	Total Amount		

☐ Deleted Payments

Transaction Number	Debit Account	Beneficiary Name	Credit Amount	Credit Currency
Totals				
Currency	Count	Total Amount		

☐ Incomplete Payments

Transaction Number	Template Code	Debit Account	Beneficiary Name	Beneficiary Ac
Totals				
Currency	Count	Total Amount		

Roski Settlement payment backup.

1 RICHARDS, WATSON & GERSHON
A Professional Corporation
2 REGINA N. DANNER (Bar No. 137210).
rdanner@rwglaw.com
3 MICHAEL F. YOSHIBA (Bar No. 177301)
myoshiba@rwglaw.com
4 355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
5 Telephone: 213.626.8484
Facsimile: 213.626.0078

6
7 Attorneys for Plaintiff
City of La Mirada

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
10

11 CITY OF LA MIRADA,

12 Plaintiff,

13 vs.

14 EDWARD P. ROSKI, JR., SUCCESSOR
15 TRUSTEE OF THE ROSKI, SR.
16 REVOCABLE TRUST OF 1991, DATED
17 APRIL 2, 1991; EDWARD P. ROSKI, JR.,
18 TRUSTEE OF THE EDWARD P. ROSKI,
19 JR. TRUST, DATED NOVEMBER 1,
20 1987, AS AMENDED; EDWARD P.
21 ROSKI, JR., TRUSTEE OF THE
22 ADMINISTRATIVE TRUST UNDER THE
23 ROSKI, SR. REVOCABLE TRUST OF
1991 (1996 RESTATEMENT); STEWART
TITLE COMPANY; THE
MANUFACTURERS LIFE INSURANCE
COMPANY (BARBADOS BRANCH);
DOES 1 THROUGH 100, inclusive; and
ANY AND ALL PERSONS UNKNOWN
HAVING OR CLAIMING TO HAVE ANY
TITLE OR INTEREST IN OR TO THE
PROPERTY SOUGHT TO BE
CONDEMNED HEREIN,

24 Defendants.
25

Case No. BC 425700

STIPULATION FOR JUDGMENT IN
CONDEMNATION

[Exempt from filing fees pursuant to Govt. Code § 6103]

[APN 8069-009-020]

Assigned for All Purposes To
Hon. Luis A. Lavin
Dept: 13

Action Filed: November 10, 2009
Trial Date: May 22, 2012

26 WHEREAS the City of La Mirada seeks to acquire an approximate 3,491 square foot
27 permanent subsurface utility easement, a 3,834 square foot permanent subsurface utility
28 easement, a 2,000 square foot temporary construction easement ("TCBI"), with a term of

STIPULATION FOR JUDGMENT IN CONDEMNATION

1 forty-four months, and an approximate 1,770 square foot temporary construction easement
2 ("TCE2"), with a term of forty-four months (collectively "Subject Property Interests"),
3 from the real property commonly known as 14950 - 14952 Valley View Avenue, in the City
4 of La Mirada, California, and identified as Los Angeles County Tax Assessor's Parcel
5 Number 8069-009-020 ("Property");

6 WHEREAS the Subject Property Interests sought by the City are necessary to
7 improve safety and traffic flow along that portion of Valley View Avenue that is interrupted
8 by the existing at-grade BNSF railroad crossing. This project will increase the separation
9 between trains and motor vehicle traffic. In addition, it is anticipated that the proposed
10 project will reduce air and noise pollution emanating from idling vehicles waiting for trains
11 to pass through at-grade crossings and will reduce noise pollution created by train horn and
12 warning signals. ("Project");

13 WHEREAS Defendants Edward P. Roski, Jr., Successor Trustee of the Roski, Sr.
14 Revocable Trust of 1991, dated April 2, 1991; Edward P. Roski, Jr., Trustee of the Edward
15 P. Roski, Jr. Trust, dated November 1, 1987, as amended; Edward P. Roski, Jr., Trustee of
16 the Administrative Trust under the Roski, Sr. Revocable Trust of 1991 (1996 Restatement)
17 ("Defendant Roski") represent and warrant that they are the sole owners of fee title to the
18 Property and the Subject Property Interests;

19 WHEREAS Defendant John Hancock Life Insurance Company (U.S.A.), formerly
20 known as The Manufacturers Life Insurance Company (Barbados Branch) ("Defendant
21 John Hancock") filed an Answer to the City's First Amended Complaint in Eminent
22 Domain on August 23, 2011, claiming an interest in the Subject Property Interests as the
23 Beneficiary under a Deed of Trust secured by the Property.

24 WHEREAS the City, Defendant Roski, and Defendant John Hancock have agreed to
25 fully settle this action between them pursuant to the Stipulation described herein.

26 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the City,
27 Defendant Roski, and Defendant John Hancock that the Court enter the [Proposed]
28 Judgment in Condemnation, which is attached hereto as Exhibit "1" and incorporated

1 herein by this reference, with a copy concurrently lodged with the Court.

2 IT IS FURTHER STIPULATED THAT:

3 1. The total amount of monetary compensation to be paid in this action by the
4 City for just compensation is the sum of Two Million Three Hundred and Thirty Five
5 Thousand Dollars (\$2,335,000.00), that sum includes all costs and fees including statutory
6 interest, attorney fees and costs ("Total Just Compensation"). The City, Defendant Roski,
7 and Defendant John Hancock will execute any documents necessary, including a separate
8 Application for Withdrawal of Funds on Deposit, seeking to effectuate the release of the
9 Ninety Three Thousand and Thirty Three Dollars (\$93,033.00) to Defendant Roski. The
10 balance of the Total Just Compensation owing after deduction of the deposited amount,
11 Two Million Two Hundred Forty-One Thousand Nine Hundred Sixty-Seven Dollars
12 (\$2,241,967.00), shall be paid as follows:

13 • To Defendant Roski, payable to "Palmieri, Tyler, Wiener, Wilhelm &
14 Waldron LLP Client Trust Account in trust for Edward P. Roski Jr.,"
15 in the amount of \$516,967.00. Said payment should be made by wire
16 transfer as follows:

17 California Bank & Trust
18 Costa Mesa Office #34
19 Bank ABA No. 121002042
20 Depositor: Palmieri, Tyler, Wiener, Wilhelm &
21 Waldron LLP
2603 Main Street, Suite 1300
Irvine, California 92614
Depositor's Acct. No. 034-02228370

22 • To Defendant John Hancock, payable to "John Hancock Life Insurance
23 Company (U.S.A.)," in the amount of \$1,725,000.00. Said payment
24 should be made by wire transfer as follows:

25 Citibank New York
26 Account No. 4071-4948
27 For the credit of John Hancock Life Insurance Company
28 ABA Routing No. 021000089
Reference Loan No. 846151:11/Edward P. Roski, Jr.
Attn: Linda Chin

1 Said payments shall be made on or before April 15, 2012, and in no event later than fifteen
2 business days from the Court signing the Judgment in Condemnation herein.

3 2. Defendant Roski expressly acknowledges that said Total Just Compensation
4 amount shall be in full and final settlement of any and all claims arising out of the taking of
5 the Subject Property Interests, including, but not limited to, claims for compensation for the
6 Subject Property Interests, severance damages of any type, costs, litigation expenses, expert
7 witness fees, attorneys fees, interest, and benefits, improvements pertaining to the realty, or
8 any other claim or reason, relating to the filing of this action, the taking of the Subject
9 Property Interests, and the construction and use of the Project in the manner proposed.

10 3. City shall maintain the Property's vehicular ingress and egress to/from Valley
11 View Ave., including left-turn out, right-turn in, and right-turn out access, throughout
12 Project construction. Work potentially impacting the Property's driveway entrance shall be
13 coordinated with Defendant Roski and the Property's occupants and shall be performed
14 during off-business hours, including nights and weekends, so as to maintain vehicular
15 access at all times during business hours. This stipulation contemplates and allows that,
16 where work potentially impacting the Property's driveway entrance cannot be completed
17 during off-business hours, short durations of access blockage for utility relocation and
18 driveway construction may result. The City and its contractor will use best efforts to
19 minimize any planned disruption by coordinating in advance with both the Defendant Roski
20 and his tenants if directed so by Defendant Roski. Any such access blockage that cannot
21 otherwise reasonably be avoided shall be of sufficiently short duration, not to exceed one
22 hour, so as not to unreasonably impair the tenants' daily business operations.

23 4. In the event of an unanticipated interference with vehicular access to the
24 Property lasting more than one hour, Defendant Roski or his designee will promptly notify
25 the City of this condition to allow the City and its contractor the opportunity to alleviate the
26 impaired access condition. If this interference with access is not alleviated within one day
27 of receipt of such notice, Defendant Roski may request compensation for damages incurred
28 as a result of the interference with access by filing a claim with the City no later than 60

1 days after providing notice of the incident. Each such claim shall be reviewed by the City
2 and paid, compromised, or referred to Mediator Edward Wallin, or another mediator
3 mutually agreeable to the parties, for resolution, the cost of which is to be borne by the
4 prevailing party in any such dispute. Should mediation prove unsuccessful, then the
5 unresolved claims shall be adjudicated as a civil action in Los Angeles County Superior
6 Court.

7 5. The entry of the Final Order of Condemnation shall constitute the waiver and
8 release by Defendant Roski of any and all claims against City, its officials, agents,
9 contractors, and employees in connection with the Subject Property Interests or this
10 eminent domain proceeding that were asserted or could have been asserted in this
11 proceeding other than the duties and obligations created by this Stipulation.

12 6. The parties stipulate that the date of possession is October 1, 2010.

13 7. The parties stipulate that the temporary construction easements will expire on
14 June 1, 2014. The City shall file a Notice of Release of Lis Pendens, or take other
15 appropriate action to remove its lis pendens from the Property, within thirty (30) days after
16 expiration of the temporary construction easements. The City shall provide Defendant
17 Roski with notice of any such action to remove its lis pendens from the Property.

18 8. Defendant Roski warrants that he is not aware of any unpaid real property
19 taxes, penalties or costs due on the Subject Property Interests for the period ending
20 December 31, 2009, the date of possession, and hereby promises to indemnify City in the
21 amount of any such unpaid taxes and penalties or any legal fees and costs incurred by City
22 in connection with any such unpaid taxes and penalties.

23 9. Defendant Roski further warrants that, with the exception of Defendant John
24 Hancock, he is not aware of any other person or entity with any right or entitlement, by lien
25 or otherwise, to the Subject Property Interests or to the compensation awarded in this
26 proceeding for the Subject Property Interests. Specifically, and without limitation,
27 Defendant Roski warrants and agrees:

28 a. That he will not further encumber the Subject Property Interests or

1 allow the Subject Property Interests to be further encumbered before
2 entry of the Final Order of Condemnation in this action.

3 b. That neither this Stipulation nor anything it requires or provides,
4 including the transfer of the Subject Property Interests to the City,
5 violates or will violate any contract, agreement, or instrument to which
6 Defendant Roski is a party.

7 c. That he does not know of any pending, threatened, or potential
8 litigation, action, or proceeding against Defendant Roski before any
9 court or administrative tribunal which is related to the Subject
10 Property Interests, except for this action pending as Los Angeles
11 County Superior Court Case No. BC 425740.

12 10. Each party shall bear its own litigation expenses, including but not limited to
13 all attorney's fees, appraisers' fees, expert witness fees, and any and all other fees or costs
14 of any nature, including costs set forth in Code of Civil Procedure Section 1033.5.

15 11. All taxes, penalties, and costs which are a lien on the Subject Property
16 Interests, including all taxes and assessments which are apportioned and imposed with
17 respect to any period after December 31, 2009, are hereby canceled pursuant to sections
18 4986 and 5081 of the Revenue and Taxation Code.

19 12. Defendant Roski shall be entitled to apply to the appropriate County agency
20 for reimbursement of any tax assessments that were prepaid by or on its behalf for the tax
21 assessment period beyond October 1, 2010.

22 13. Each party to this Judgment waives the right to move for a new trial and to all
23 other post judgment proceedings, including the right to appeal.

24 14. The parties hereto have stipulated that a Statement of Decision and Notice of
25 Entry of Judgment and Notice of Entry of Final Order of Condemnation are hereby waived.

26 15. In effecting this Stipulation, each of the parties has had the opportunity to
27 receive full and complete legal advice about the provisions of this Stipulation, and each
28 signatory to the Stipulation certifies that he or she has read all of this Stipulation and that he

1 or she understands it. This Stipulation has been fully negotiated between the City and
2 Defendant Roski, and shall be construed as if drafted by all parties to this Stipulation.

3 16. Except as otherwise set forth in this Stipulation and the Judgment in
4 Condemnation to be entered in accordance therewith, and except for the breach of any
5 terms or conditions contained in either this Stipulation or the Judgment in Condemnation,
6 Defendant Roski waives and forever releases the City including its successors, officers,
7 employees, attorneys, agents, representatives; and anyone acting on or for the City's behalf,
8 of and from any and all claims, demands, actions or causes of action, or liabilities arising in
9 connection with the City's filing of the Complaint in Eminent Domain herein, the City's
10 acquisition of the Subject Property Interests, or the construction and use of the Project in
11 the manner proposed.

12 17. This Stipulation is made and executed, and is intended to be performed,
13 within the State of California, and is to be construed under California law.

14 18. If any provision of this Stipulation is held invalid, void, or unenforceable, the
15 remaining provisions shall nevertheless remain in full force and effect and shall not be
16 impaired or invalidated by the failed provision.

17 19. If any party to this Stipulation incurs attorney's fees in order to enforce,
18 defend, or interpret any of the terms, provisions, or conditions of this Stipulation or because
19 of a breach of this Stipulation by another party, the prevailing party (whether by suit,
20 negotiation, arbitration, or settlement) shall be entitled to recover reasonable attorney's fees
21 from the other party.

22 20. Notice will be promptly given to the Court of satisfaction of all the terms of
23 the Judgment in Condemnation to be entered in accordance with this Stipulation.

24 21. The City, Defendant Roski, and Defendant John Hancock agree that this
25 Stipulation may be executed in counterparts, each of which shall be deemed on original
26 instrument, and all, when taken together, shall constitute the Stipulation.

27 IT IS SO STIPULATED.
28

IRIN RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

1 Dated: April 10, 2012

CITY OF LA MIRADA

2
3 By: [Signature]
4 TOM ROBINSON
5 City Manager

6 [Signatures continued on next page.]

7 Dated: March , 2012

8
9 By: [Signature]
10 EDWARD P. ROSKI JR.,
11 as SUCCESSOR TRUSTEE OF THE
12 ROSKI, SR. REVOCABLE TRUST OF
13 1991, DATED APRIL 2, 1991; EDWARD
14 P. ROSKI JR., TRUSTEE OF THE
15 EDWARD P. ROSKI JR. TRUST DATED
16 NOVEMBER 1, 1987, AS AMENDED;
17 EDWARD P. ROSKI JR., TRUSTEE OF
18 THE ADMINISTRATIVE TRUST UNDER
19 THE ROSKI, SR. REVOCABLE TRUST
20 OF 1991 (1996 RESTATEMENT)

21 Dated: March , 2012

22 JOHN HANCOCK LIFE INSURANCE
23 COMPANY (U.S.A.)

24 By: [Signature]
25 Its: ASSISTANT VICE PRESIDENT

26 APPROVED AS TO FORM

1 Dated: March , 2012

RICHARDS, WATSON & GERSHON
A Professional Corporation
REGINA N. DANNER
MICHAEL F. YOSHIBA

2
3
4
5 By: MICHAEL F. YOSHIBA
6 Attorneys for Plaintiff
7 City of La Mirada

8 [Signatures continued on next page.]

9 Dated: March 30, 2012

10 PALMIERI, TYLER, WIENER, WILHELM, &
11 WALDRON, LLP
12 PATRICK A. HENNESSEY

13 By: Patrick A. Hennessey
14 PATRICK A. HENNESSEY
15 Attorneys for Defendant
16 Edward R. Roski, Jr. Trustee et al.

17 Dated: March 30, 2012

18 PALMIERI, TYLER, WIENER, WILHELM, &
19 WALDRON, LLP
20 PATRICK A. HENNESSEY

21 By: Patrick A. Hennessey
22 PATRICK A. HENNESSEY
23 Attorneys for Defendant
24 John Hancock Life Insurance Company,
25 formerly known as The Manufacturers Life
26 Insurance Company (Barbados Branch)
27
28



City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Valley View Avenue Grade Separation Project – Authorization to Execute Temporary Construction Easements and Permanent Easements

RECOMMENDATION

That the City Council authorize the City Manager to Execute All Temporary Construction Easements and Permanent Easements for the Valley View Avenue Grade Separation Project.

BACKGROUND

The Valley View Avenue Grade Separation Project (Project) is a joint effort of the Cities of Santa Fe Springs and La Mirada. The purpose of the Project is to improve safety and traffic flow along Valley View Avenue which is presently impacted by the existing at-grade BNSF railroad crossing.

The City has previously secured possession of temporary construction easements and permanent easements that will be needed to facilitate the temporary or permanent relocation of utilities in order to complete the Project. With construction scheduled to begin in July 2012, the City needs to begin transferring certain easements to utility companies to facilitate work that the utility companies need to do in order to clear the construction area. This relates to the following:

- Temporary relocation of overhead electrical and telecommunication lines
- Permanent relocation of Gas Company pipeline facilities
- Permanent relocation of Los Angeles County Storm Drain facilities
- Permanent relocation of Los Angeles County Sewer facilities

In accordance with Resolution No. 1637, which was adopted by the City Council on September 11, 1969, the City Manager is the City Official responsible for executing easement documents on behalf of the City. At this time, staff is requesting that the City Council authorize the City Manager to execute all documents as needed to allow for the transfer of easements to utility companies that are needed to complete the Project.

FISCAL IMPACT

The acquisition of easements to allow for the relocation of utilities is a Project cost and is eligible for reimbursement by the agencies that are providing funds for this project. The actual costs for utility relocation are to be shared under the terms of Utility Agreements that have already been approved by the City Council.

INFRASTRUCTURE IMPACT

This action only impacts non-City infrastructure.


Thaddeus McCormack
City Manager

Attachment(s):
Resolution No. 1637

RESOLUTION NO. 1637

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AUTHORIZING CERTAIN CITY EMPLOYEES TO ACCEPT AND CONSENT TO DEEDS OR GRANTS CONVEYING ANY INTEREST IN OR EASEMENT UPON REAL ESTATE TO THE CITY OF SANTA FE SPRINGS

WHEREAS, Section 27281 of the Government Code of the State of California enables the City of Santa Fe Springs by a general resolution to authorize an officer or agent of the City to accept and consent to deeds or grants to the City:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS does resolve, determine, and order as follows:

SECTION 1: The City Manager, the Acting City Manager, the Assistant City Manager, and the Assistant to the City Manager of the City of Santa Fe Springs are hereby authorized to accept and consent to deeds or grants conveying any interest in or easement upon real estate to the City of Santa Fe Springs.

SECTION 2: There shall be attached to the deed or grant so accepted and consented to a certificate of acceptance, which shall be in substantially the following form:

"This is to certify that the interest in real property conveyed by the deed or grant dated _____ from _____ to the City of Santa Fe Springs, a political corporation and/or government agency, is hereby accepted by order of the City Council on September 11, 1969, and the grantee consents to the recordation thereof by its duly authorized officer.

"Dated _____

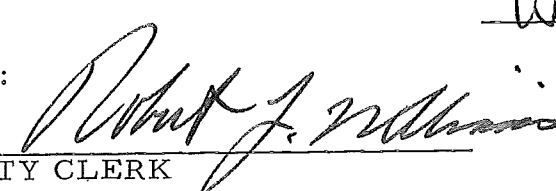
City of Santa Fe Springs

By _____
Title _____ "

SECTION 3: The City Clerk of the City of Santa Fe Springs is hereby directed to cause a certified copy of this resolution to be recorded with the County Recorder.

PASSED and ADOPTED this 11th day of September, 1969.

ATTEST:


CITY CLERK





City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Release for Property Damage - Veolia ES Industrial Services, Inc.

RECOMMENDATION

That the City Council authorize the City Manager or his designee to execute any and all documents necessary to release Veolia ES Industrial Services, Inc. for property damage related to a substance dumping incident on November 1, 2011, in exchange for \$17,609.93 in cost recovery compensation.

BACKGROUND


On November 1, 2011, staff from the City of Santa Fe Springs Department of Fire-Rescue and Department of Public Works responded to an incident in which a substance was dumped into a storm drain located at 13004 Los Nietos Road. The material was later found to be Magox, which is a relatively harmless substance that ultimately did not present a public health hazard.

A subsequent investigation by the City and Whittier Police Department identified Veolia ES Industrial Services, Inc. (Veolia), based in Signal Hill, CA, as the party responsible for the discharge of material into the Los Angeles County-operated storm drain. After a thorough investigation, they found that there were not any malicious intentions. Nonetheless, Veolia was responsible and agreed to fully reimburse the City \$17,609.93 for all internal and contracted service costs incurred as a result of the incident.

As is common in legal matters, in order for the City to receive the reimbursement it must first release Veolia from any further claims or actions arising out of this incident. It is important to note that the recommended release agreement does not prevent the City from seeking additional payment from Veolia in the event the City is billed or receives a claim from the County of Los Angeles for any costs incurred by the County in relation to this incident. Thus far, the County has not presented any such claim or reimbursement request.

FISCAL IMPACT

The \$17,609.93 payment from Veolia will have a positive impact on the General Fund as it will provide reimbursement for amounts expended on the clean up efforts.


Thaddeus McCormack
City Manager

Attachment(s): Release for Property Damage – Claim No. 20111200701-0001
Invoice #2893 to Veolia ES Industrial Services, Inc.

Release for Property Damage—Claim No: 20111200701-0001

I/We **City of Santa Fe Springs**

For myself/ourselves, my/our heirs, executors, administrators, successors and assigns in consideration of the payment of \$ **17,609.93** do hereby remise, release and forever discharge **Veolia ES Industrial Services, New Hampshire Insurance Company, and Sedgwick**. And his/her, their heirs, executors, administrators, successors and assigns from and against all claims, demands, actions and causes of action for damages whensoever and howsoever arising on account of damage to property (including loss of use thereof) arising out of an accident which occurred on or about the **1st day of November 2011** at or near **Los Nietos Road** in the **City of Santa Fe Springs** in the State of **California**. This release shall not operate to preclude the City of Santa Fe Springs from seeking additional payment from the other parties being released herein, in the event that the City of Santa Fe Springs receives a claim or invoice from the County of Los Angeles for said County's costs incurred relating to the aforesaid accident. In the event that the City of Santa Fe Springs does receive such a claim or invoice, it shall present the same within 30 days of receipt thereof.

The above sum stated as a consideration of this Release is to be paid as follows:

To: City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, CA 90670-3658

IT IS UNDERSTOOD AND AGREED that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

IN WITNESS WHEREOF I/we have signed and sealed this Release at _____

In the State of _____

this _____ day of _____

IN THE PRESENCE OF _____ **Sign**

Witness

Address

Sign

Witness

“Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years a Address fine of up to \$15,000”



City of Santa Fe Springs
Finance and Administrative Services
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

Invoice

Date	Invoice #
3/14/2012	2893
Terms	Due on receipt

Bill To
Veolia ES Industrial Services, Inc Tony Witter 1250 E. 23rd Street Signal Hill, CA 90755

**PLEASE WRITE INVOICE NUMBER ON
YOUR CHECK OR MONEY ORDER
THANK YOU!**

Description	Amount
Clean-Up Costs of the MagOx Material	17,609.93
Date of Incident: November 1, 2011 Location: 13004 Los Nietos Rd.	
Labor: \$2,106.13 Equipment: \$247.00 Miscellaneous: \$15,256.80	
Accounting Distribution (FINANCE USE ONLY)	
110 121	17,609.93
110 321	-17,609.93
110 397 5310 BR00 001934	17,609.93
Reverse Distribution (FINANCE USE ONLY)	-17,609.93
Accounting Distribution (FINANCE USE ONLY)	
OCityDamage See Above Distribution	
\$17,609.93 (\$17,609.93) \$17,609.93	
Total	\$17,609.93

PLEASE MAKE PAYMENTS PAYABLE TO: CITY OF SANTA FE SPRINGS
(Most Major Credit Cards Accepted)

PO Box 2120
11710 Telegraph Rd.
Santa Fe Springs, CA 90670-3658
Ph: (562) 868-0511 Ext. 7325
Fax: (562) 868-7112



City of Santa Fe Springs

City Council Meeting

May 10, 2012

PROCLAMATION

Proclaiming the Week of May 20 - 26, 2012 as "National Public Works Week"

RECOMMENDATION

That the City Council proclaim the week of May 20 - 26, 2012 as "National Public Works Week".

BACKGROUND


National Public Works Week (NPWW) is a celebration of the tens of thousands of men and women in North America who provide the services and maintain the infrastructure collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, the goal is to call attention to the importance of public works in community life.

National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations.

The Mayor may wish to call upon Don Jensen, Director of Public Works, to receive the proclamation.

Thaddeus McCormack
City Manager

Attachment(s):
Proclamation

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

Date of Report: May 3, 2012

NATIONAL PUBLIC WORKS WEEK

May 20 through May 26, 2012

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, public infrastructure is the backbone of society; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, storm drains, sewers, streets and highways, public buildings and facilities, and traffic signals; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, construction and maintenance is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, I, William K. Rounds, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim the week of May 20 – 26, 2012 as

NATIONAL PUBLIC WORKS WEEK

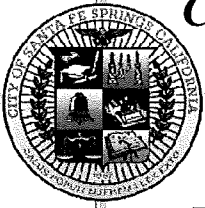
in the City of Santa Fe Springs and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

DATED this 10th day of May, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

May 10, 2012

PRESENTATION

Introduction of the 2012 Destiny Scholarship & Powell Grant Recipient

RECOMMENDATION

The Mayor may wish to call upon Lisa Boyajian, board member of the Santa Fe Springs Youth Enrichment Fund, to assist with this presentation.

BACKGROUND

For the past 16 years, the Chamber of Commerce has annually presented a \$20,000 Destiny Scholarship to a high school student, resident of Santa Fe Springs. Through the Chamber's Youth Enrichment Fund, a total of 19 scholarships have been awarded.

Each year, through the Youth Enrichment Fund, a \$2,500 Don & Jackie Powell Grant, is also awarded. A total of 13 grants have been presented to-date.

Representatives from the Chamber of Commerce have asked for the opportunity to introduce their 20th Destiny Fund Scholarship Recipient and Powell Grant Recipient at tonight's meeting.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

May 10, 2012

PRESENTATION

Santa Fe Springs 2012 Youth Citizenship Award Recipients

RECOMMENDATION:

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

BACKGROUND

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

Applications for the Youth Citizenship Awards were made available at the local high schools and community colleges for a period of two months. After a thorough review of their applications, the selected candidates participated in an interview with a panel consisting of City staff and the Santa Fe Springs Chamber of Commerce to determine the recipients.

The following are the recipients for the 2012 Youth Citizenship Awards in the following categories:

Excellence in Citizenship - \$750 Award

Ignacio Herrera III, Santa Fe High School • Siboney Ordaz, Santa Fe High School •
Faith Rowell, Santa Fe High School

Outstanding Citizenship - \$500 Award

Alys Arcas, Santa Fe High School • Guillermo Gutierrez, Santa Fe High School •
Victoria Ramirez, Santa Fe High School

Service in Citizenship - \$250 Award

Vanessa Aranda, Santa Fe High School • Carina González, UC – Riverside •
Priscilla Moreno, Santa Fe High School

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

Thaddeus J. McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

May 10, 2012

NEW BUSINESS

Mayor's Appointments to Council of Government's (COG) Subcommittees

RECOMMENDATION

That the Mayor appoint alternates to the COG Subcommittees in order that they may conduct regularly scheduled business in a timely manner.

At the January 26, 2012 meeting, Mayor Rounds appointed Councilmembers Serrano and González to the Committee on Homelessness and the 91/605/405 Committee, respectively. These subcommittees of the COG require 2/3 attendance in order to constitute a quorum.

In order to ensure that the COG's business can be conducted in a timely matter, Staff recommends that the Mayor now also name alternates to these committees, in the event that the Director(s) can not attend meetings.

Thaddeus McCormack
City Manager

Attachment

External Organization Appointment List

External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Ability First Governing Board	Moore - Dir Serrano - Alt	Thaddeus McCormack	Varies	Varies	Sierra Home 3053 1/2 Del Mar Blvd, Pasadena
Area "E" Disaster Board	Serrano - Dir Fire Dept.- Alt	Cee Del Toro	3rd Wed	8:30am	Norwalk Sports Complex, 13200 S. Clarkdale, Norwalk
California Contract Cities Assn	Gonzalez - Dir Trujillo - Alt	Thaddeus McCormack	3rd Wed	6:00pm	Host City
Chamber of Commerce Economic Development Committee	Moore - Dir Serrano - Alt	Thaddeus McCormack	Varies	Varies	Varies
Chamber Youth Enrichment Fund Board	Trujillo - Dir	Thaddeus McCormack	2nd Wed bi-month	2:00pm	Chamber Office
Gateway Cities Council of Governments	Serrano - Dir Gonzalez - Alt	Thaddeus McCormack	1st Wed	6:00pm	16401 Paramount Bl, 2nd Floor, Board Room, Paramount
91/605/405 Committee (Subcommittee of COG)	Gonzalez	Thaddeus McCormack	4th Wed	6:00pm	Gateway COG, 16401 Paramount Bl, Paramount
Committee on Homelessness (Subcommittee of COG)	Serrano	Thaddeus McCormack	On-Call Basis		Gateway COG, 16401 Paramount Bl, Paramount
Gateway Cities Integrated Regional Water Management Authority	NA	Don Jensen Frank Beach-Alt.	3rd Thur	12 noon	Lakewood
Hispanic Outreach Taskforce	Moore				6706 Friends Avenue Whittier, CA 90601- 4432
I-5 Consortium Policy Board	Serrano - Dir Moore - Alt	Thaddeus McCormack	4th Mon	2:00pm	Norwalk City Hall, 12700 Norwalk Blvd, Norwalk
Independent Cities of Los Angeles	Trujillo - Dir Serrano - Alt -Community Rep- Alicia Gonzalez	Thaddeus McCormack			Feb-Santa Barbara, Jul- Rancho Bernardo, Sep- President's City
Joint Powers Insurance Authority	Gonzalez - Dir Serrano - Alt	Thaddeus McCormack	2nd Wed in Jul	6:00pm Dinner 7:00pm Meeting	JPIA Offices, 8081 Moody, La Palma
LA CADA	Vacant	Thaddeus McCormack	Last Wed	7:00pm	Allen House, 10425 Painter Ave, SFS
League of California Cities	González- Del Trujillo - Alt	Thaddeus McCormack	1st Thur	6:30pm	MWD Courtyard Café, 700 N. Alameda, LA
Metropolitan Little League	Rounds	Michelle Smith	Wed	7:00pm	Lake Center Park

External Organizations

Organization	Council Liaison	Staff	Meeting Day	Meeting Time	Meeting Location
Sanitation District	Moore -Alternante- Serrano Alt Alt*	Don Jensen	4th Wed	1:30pm	1955 Workman Mill Rd, Whittier
SFHS Education Foundation	Serrano	Thaddeus McCormack	Varies	Varies	SFHS
SFS/South Whittier Education Center Advisory Committee	Serrano	Thaddeus McCormack	Varies	9:00am	Southwest Resource Center, 10750 Laurel Ave, Whittier
SFS/South Whittier Education Center Advisory Committee - President's Advisory Committee	Serrano	Thaddeus McCormack	Varies	8:00am	Rio Hondo College Board Room
SFS Baseball Association	Trujillo	Michelle Smith	1st Thur	6:30pm	SFS Athletic Field
SASSFA	Moore - Dir Trujillo - Alt	Maricela Balderas	4th Thur	12:00pm	9825 Painter Ave, Whittier
SEAACA	Serrano - Dir Trujillo - Alt	Dino Torres	3rd Thur	2:00pm	9777 SEAACA Way, Downey
Southeast Water Coalition Administrative Entity		Don Jensen Frank Beach-Alt	3rd Thur of odd months	11:30am/Lunch1 2:00pm/Meet	TCH Meeting Rm #1
Southeast Water Coalition Board - SFS Lead Agency	Serrano-Chair González - Alt	Don Jensen	1st Thur of every even mo.	6:30pm Dinner 7:00pm Meet	TCH-Social Hall
Southern California Association of Governments (SCAG)	Serrano - Del Moore - Alt				
Washington Blvd Coalition to the Gold Line Extension	Serrano				



City of Santa Fe Springs

City Council Meeting

May 10, 2012

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Below is a list of current vacancies:

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

Councilmember Serrano requested and Mayor Rounds granted an excused absence for Bernie Landin from the May Parks & Recreation Committee meeting.


Thaddeus McCormack
City Manager

Attachments:

Committee Lists

Prospective Member List

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(12)
	Paula Minnehan	(12)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Vacant	(13)
Rounds	Sadie Calderon	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Moore	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Serrano	Vacant	(12)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(12)
	Vacant	(13)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)

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FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

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

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(12)
	Josephine Santa-Anna	(12)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(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

A.J. Hayes

Serrano

Paula Minnehan

Trujillo

Amparo Oblea

Committee Representatives

Beautification Committee

Marlene Vernava

Historical Committee

Larry Oblea

Planning Commission

Frank Ybarra

Chamber of Commerce

Tom Summerfield

Council/Staff Representatives

Council

Richard Moore

City Manager

Thaddeus McCormack

Director of Library & Cultural Services

Hilary Keith

Director of Planning & Development

Paul Ashworth

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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)
	Tony Reyes	(12)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Serrano	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(13)
	Larry Oblea	(13)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(13)
	Vacant	(13)

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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)
	John Salgado	(12)
	Janet Rock	(13)
	David Gonzalez	(13)
	Sheila Archuleta	(13)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Angelica Miranda	(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	6/30/2013
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

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	Manny Zevallos
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)
	Vacant	(13)
	Pete Vallejo	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

SISTER CITY COMMITTEE

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

Membership: 25

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

*Asterisk indicates person currently serves on three committees.

TRAFFIC COMMISSION

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

Membership: 5

APPOINTED BY	NAME
Gonzalez	Ruben Madrid
Moore	Lillian Puentes
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Vacant	()
	Marilyn Llanos	(12)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Drew Bobadilla	(13)
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
Serrano	Christain Garcia	(12)
	Julio Correa	(12)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Trujillo	Maxine Berg	()
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership