

AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

FEBRUARY 14, 2013
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Richard J. Moore, Mayor
Juanita A. Trujillo, Mayor Pro Tem
Luis M. González, Councilmember
Laurie M. Rios, Councilmember
William K. Rounds, 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
Laurie M. Rios, Councilmember
William K. Rounds, Councilmember
Juanita A. Trujillo, Mayor Pro Tem
Richard J. Moore, Mayor

HOUSING SUCCESSOR

There are no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

3. 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 Successor Agency.

Approval Minutes

- A.** Minutes of the January 10, 2013 Regular Successor Agency Meeting

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

CITY COUNCIL

4. CITY MANAGER REPORT

5. CONSENT AGENDA

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

Approval Minutes

- A.** Minutes of the January 10, 2013 Regular City Council Meeting

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

- B.** Mayor Pro Tem Trujillo's Attendance at the New Mayors and Council Members Academy

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

- C.** Councilmember Rios' Attendance at the New Mayors and Council Members Academy

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

PUBLIC HEARING – ORDINANCE FOR INTRODUCTION

6. Ordinance No. 1040 – An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement 01-2013) by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a Limited Liability Company

Recommendation: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1040, and thereafter close the Public Hearing; 2). Find and determine that the subject Development Agreement is consistent with the City's General Plan; 3). Pass the first reading of Ordinance No. 1040, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement 01-2013) by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a Limited Liability Company.

PUBLIC HEARING – RESOLUTION NO. 9404

7. Approval of Programs/Projects Proposed for Funding during FY 2013-14 under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the LA County

Recommendation: 1). That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter; 2). That the City Council approve the appropriation of CDBG funds as described in the body of this report; 3). That the City Council adopt Resolution No. 9404; and 4). That the City Council authorize staff to transmit the planning documents to the County of Los Angeles.

NEW BUSINESS

8. Introduction of City Budget Process and Council Budget Priorities Setting

Recommendations: That the City Council: 1). Complete the "Council Budget Priority Survey" and return to Deputy City Clerk; 2). Identify the budget policy areas outlined in the body of this report for incorporation into the Budget Development process; and, That the Mayor: 1). Name two Councilmembers each to the "Revenue and Fees" and "Program and Events" Council Sub-Committees.

9. Resolution No. 9403 - Weed Abatement

Recommendation: That the City Council adopt Resolution No. 9403 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 24, 2013, as the date for the Public Hearing.

10. Clarke Estate Enhancement Project: Carpet Replacement (10211 Pioneer Boulevard) – Award of Contract

Recommendation: That the City Council: 1. Accept the bids; and 2. Award a contract to Reliable Floor Covering Inc. of Westlake Village, CA, in the amount of \$33,450.

11. Clarke Estate Enhancement Project: Storage Shed Improvements (10211 Pioneer Boulevard) – Award of Contract

Recommendation: That the City Council: 1). Accept the bids; and 2). Award a contract to Corral Construction & Development Inc. of Commerce, CA, in the amount of \$20,506.

City of Santa Fe Springs

Regular Meeting

February 14, 2013

12. Valley View Grade Separation Project - Approval of Contract Change Order No. 6

Recommendation: That the City Council: 1). Approve Contract Change Order No. 6 in the amount of \$321,969.00; and 2). Authorize the Director of Public Works to execute Contract Change Order No. 6.

13. Authorize the Purchase of One (1) Grant-Funded Fire-Rescue Utility Vehicle

Recommendation: That the City Council authorize the Director of Purchasing to purchase one Ford F-250 utility truck from Carmenita Ford in the amount of \$42,188.08.

CLOSED SESSION

14. Conference with Legal Counsel – Existing Litigation
(Subdivision (a) of Section 54956.9)

Name of Case: City v. ThyssenKrupp Materials NA, Inc.
Case No. BC425699

Please note: Item Nos. 15 - 23 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**

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

20. Committee Appointments

21. **ORAL COMMUNICATIONS**

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

22. **EXECUTIVE TEAM REPORTS**

23. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Anita Jimenez, CMC

Deputy City Clerk

February 8, 2013

Date

**MINUTES OF THE REGULAR MEETINGS OF THE
SANTA FE SPRINGS HOUSING SUCCESSOR,
SUCCESSOR AGENCY, AND CITY COUNCIL**

JANUARY 10, 2013

1. CALL TO ORDER

Mayor Rounds called the meetings to order at 6:09 p.m.

2. ROLL CALL

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

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Asst. City Manager/Director of Finance; Mike Crook, Fire Chief; Anita Jimenez, Deputy City Clerk

The City Attorney gave instruction on public comment.

HOUSING SUCCESSOR

There were no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

NEW BUSINESS

4. Update on Successor Agency Activities

Recommendation: That the Successor Agency receive and file this update on recent activities.

Councilmember Trujillo moved the approval of Item 4; Councilmember Rios seconded the motion which passed unanimously.

Travis Hickey, Assistant Director of Finance, gave a presentation on this item.

Mayor Pro Tem Moore asked how much longer the City would have to continue reports to the Dept. of Finance (DOF). Mr. Hickey stated that the reports would continue for upwards of 30 years. The City Attorney stated that there comes a point, in about four years, when the Oversight Boards will be disbanded and the County will take over their responsibilities. Once this next cycle is completed and the City receives the Certificate of Compliance, everything else becomes routine, but because of the bond indebtedness, we will continue the process in some fashion for many years.

Councilmember González stated that City staff has taken on the work of the County and the State. It has benefitted the City, but it has required a lot of staff time.

Mayor Pro Tem Moore asked if the City is reimbursed for the staff time. The City Attorney

stated that the City receives an administrative allowance. He added that the State took all the money from housing funding. The City retained the property, but no money to run the programs. Councilmember González stated that he did not believe that the schools are benefitting at all from the State's actions regarding Redevelopment.

CITY COUNCIL

5. CITY MANAGER REPORT

The City Manager reminded the audience that a community meeting regarding Phibro-tech was being held on January 23 at 6:00 p.m. at the Gus Velasco Neighborhood Center.

LACADA is taking the lead on the "1000 Homes National Homes Campaign" and is looking for volunteers to survey the homeless with the ultimate goal of getting connecting them with services. The survey will begin on Jan 29. The City is supporting this effort.

6. CONSENT AGENDA

Approval Minutes

- A. Minutes of the December 13, 2012 Regular City Council Meeting

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

Mayor Pro Tem Moore moved the approval of Item 6 A; Councilmember Rios seconded the motion which passed unanimously.

PUBLIC HEARING – ORDINANCE FOR INTRODUCTION

7. Ordinance No. 1038 – Public Hearing for Granting a Franchise to Crimson California Pipeline, L.P. for Maintenance and Operation of Pipelines in City Streets

Recommendation: That the City Council: 1). Conduct the Public Hearing noted in Resolution No. 9395; and, 2). Introduce Ordinance No. 1038, which would grant a franchise to Crimson California Pipeline, L.P.

Mayor Rounds opened the Public Hearing at 6:22 p.m. There being no one wishing to speak, Mayor Rounds closed the Public Hearing at 6:23 p.m.

The City Attorney read the Ordinance by title.

Councilmember González moved to waive further reading and introduce Ordinance 1038; Councilmember Trujillo seconded the motion which passed unanimously.

Mayor Pro Tem Moore asked where the pipeline was located. Noe Negrete stated that it was primarily under major the streets throughout the City.

PUBLIC HEARING – ORDINANCE FOR INTRODUCTION

8. Ordinance No. 1039 – Public Hearing for Granting a Franchise to Cardinal Pipeline, L.P. for Maintenance and Operation of Pipelines in City Streets

Recommendation: That the City Council: 1). Conduct the Public Hearing noted in Resolution No. 9396; and, 2). Introduce Ordinance No. 1039, which would grant a franchise to Cardinal Pipeline, L.P.

Mayor Rounds opened the Public Hearing at 6:24 p.m. There being no one wishing to speak, Mayor Rounds closed the Public Hearing at 6:25 p.m.

The City Attorney read the Ordinance by title.

Councilmember Rios moved to waive further reading and introduce Ordinance 1039; Mayor Pro Tem Moore seconded the motion which passed unanimously.

NEW BUSINESS

9. Request for Out-of-State Travel for the Fire Chief and the President of the Santa Fe Springs Firefighters Local 3507 to attend the Labor Management Initiative Conference in Arizona

Recommendation: That the City Council approve out-of-state travel for Fire Chief Michael Crook and SFSFA Local 3507 President Robert Mora to attend the Labor Management Initiative (LMI) in Phoenix, AZ on January 24-25, 2013.

Councilmember González moved the approval of Item 9; Councilmember Rios seconded the motion which passed unanimously.

10. Los Angeles County – Clean Water, Clean Beaches Measure

Recommendation: That the City Council provide direction to staff on whether to communicate any, or no, response to the Los Angeles County Flood Control District's proposed Clean Water, Clean Beaches Measure.

The City Manager stated that a notice had been sent to all City residents regarding a proposed parcel tax. This is an important issue for the City, so staff is asking for Council direction.

Noe Negrete gave a presentation on the measure. This measure will impose a new fee on property owners to reduce pollution in waterways. There is no option for the City to opt out.

Councilmember González stated that he is not in favor of this measure at this time due to the economic climate. It is anti-business and will affect businesses negatively. Councilmember González moved to file formal protest and send a letter of opposition on behalf of City Council; Councilmember Trujillo seconded the motion.

Mayor Pro Tem Moore asked Chamber CEO Kathie Fink if she know how much this would cost businesses. Ms. Fink replied that she has not be able to get clear answers from the County, but was told that, as an example, a local school would have to pay \$283,000. Councilmember González asked if the Chamber had taken a position on the measure. Ms. Fink stated that the Board would vote on this tomorrow. Councilmember González stated that he is uncomfortable voting on a measure which the impact cannot be assessed. Mayor Pro Tem Moore added that it is not clear how the money will be spent. Councilmember

Trujillo stated that she was also opposed to supporting the measure without additional information. Councilmember González stated that our schools cannot afford this. Mayor Pro Tem Moore asked how long the program would last. Noe Negrete stated that there was no end set for the measure. He added that 50% of the tax was to be used on regional projects; 40% was to be used by the City on local projects; and 10% was for administrative costs. If measure does not pass, the City will still have to adhere to the Storm Water Act. Councilmember González asked if a City was allowed raise the money and spend 100% on water projects? Mr. Negrete indicated it would be allowed. The City Attorney stated that it is difficult for a City to impose fees on itself; it would most likely come out of the General Fund. Mayor Rounds agreed with the comments of the Council. He added that it is not clear how the money would be spent and that it would hurt residents, businesses, and schools. Mayor Rounds called on Hilda Zamora, Little Lake City School District School Board President. Ms. Zamora stated that the Board passed a resolution opposing the measure and would be sending a representative to the Jan. 15 meeting.

The motion passed by the following roll call vote:

Ayes: González, Rios, Trujillo, Moore, Rounds
Noes: None
Absent: None

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

Please note: Item Nos. 11 –19 will commence in the 7:00 p.m. hour.

Mayor Rounds reconvened the meetings at 7:09 p.m.

11. INVOCATION

Pastor Ray Loo gave the Invocation.

12. PLEDGE OF ALLEGIANCE

The Pledge was led by the Youth Leadership Committee.

INTRODUCTIONS

13. Representatives from the Youth Leadership Committee

Members of the Youth Leadership Committee introduced themselves.

14. Representatives from the Chamber of Commerce

Mayor Rounds introduced Kathie Fink, Chamber CEO; Debbie Baker, Simpson Advertising; Jim Cusick, Shaw Industries; Mike Foley, Chamber Board President; Lisa Boyajian, Ansa Insurance; and Hilda Zamora, LLCSD Board President.

3. COUNCIL REORGANIZATION

Selection of Mayor and Mayor Pro Tem

The Deputy City Clerk declared the office of Mayor vacant and called for nominations. Councilmember Rios nominated Richard Moore; Mayor Pro Tem Moore accepted the nomination. There being no other nominations, the Deputy City Clerk closed the

nominations. Richard Moore was elected Mayor by the following roll call vote:

Ayes: González, Rios, Trujillo, Moore, Rounds

Noes: None

Absent: None

Mayor Moore thanked God for this opportunity. Mayor Moore stated that in the normal Council rotation, this would have been Councilmember González's year to be Mayor. Councilmember Gonzalez generously stepped aside last year, thereby allowing Mr. Moore to serve as Mayor Pro Tem. He thanked out-going Mayor Rounds for his leadership in a very difficult year; Councilmember Trujillo for sharing her knowledge of City business; Councilmember Rios for assisting him while they served together on the Planning Commission and the Council; and he thanked the City Manager for his support. Mayor Moore introduced his friends and family.

Mayor Moore declared the office of Mayor Pro Tem vacant and called for nominations. Councilmember Rounds nominated Juanita Trujillo; Councilmember Trujillo accepted the nomination. There being no other nominations, the Mayor closed the nominations. Juanita Trujillo was elected Mayor Pro Tem by the following roll call vote:

Ayes: González, Rios, Trujillo, Moore, Rounds

Noes: None

Absent: None

Mayor Pro Tem Trujillo asked her daughters, Alyssa and Aliah, to join her on the stage. Alyssa pinned the Mayor Pro Tem. Mayor Pro Tem Trujillo thanked her daughters and her family for their support.

Councilmember Rounds congratulated Mayor Moore and stated that he is confident that the new Mayor will do a fantastic job. He congratulated Mayor Pro Tem Trujillo and thanked his fellow Councilmembers for allowing him to serve as Mayor. He stated that the year started out great and then redevelopment was eliminated and the State took \$32 million. He stated that it had been a tough year, but that the staff was very resilient and as a result, the City has a balanced budget at this time. He thanked the staff, business community, and residents for this accomplishment.

The Deputy City Clerk pinned the Mayor. He presented flowers to his wife and daughters.

15. ANNOUNCEMENTS

The Mayor called on Maricela Balderas for community announcements.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

16. Committee Appointments

None.

17. ORAL COMMUNICATIONS

Mayor Moore opened Oral Communications at 7:34 p.m.

Janie Aguirre congratulated the Mayor and Mayor Pro Tem.
The following people addressed the Council regarding the Appeal of CUP Case No. 647-1:
Phillip Castillo, Soman Singh, and Grace Batas.
Wendy Wang asked for the City to assist interested parties in receiving information about the community meeting regarding Phibro-tech.

Mayor Moore invited audience to attend the public meeting regarding Phibro-tech.

Mayor Moore closed Oral Communications at 7:49

18. EXECUTIVE TEAM REPORTS

Noe Negrete – The scheduled closure of the Alondra Blvd bridge has been postponed.
Jose Gomez – Year-end financial statements will be provided to the Council.
Maricela Balderas – The Santa float has successfully completed 31 seasons. Thanks to committee members and volunteers.
Councilmember Rios congratulated Mayor Moore and wished him much success. She also thanked former Mayor Rounds.
Councilmember Rounds thanked his supporters and fellow Councilmembers.
Councilmember González congratulated Mayor Pro Tem Trujillo and Mayor Moore. He thanked former Mayor Rounds.
Mayor Pro Tem Trujillo thanked Mayor Moore and former Mayor Rounds.
Mayor Moore stated that in the upcoming year he would like to focus on transparency in government; working with the business community to attract more business; creating and maintaining a positive work environment; recognize employees for their extraordinary work; working cooperatively with council, staff, and the community.

19. ADJOURNMENT

At 8:00 p.m., Mayor Moore adjourned the meetings to Thursday, Jan. 24 at 4:30 p.m. in memory of Becky Mendez.

Richard J. Moore, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date

PLEASE SEE ITEM 3A



City of Santa Fe Springs

City Council Meeting

February 14, 2013

CONFERENCE AND MEETING REPORT

Mayor Pro Tem Trujillo's Attendance at the New Mayors and Council Members Academy

RECOMMENDATION

That the City Council receive and file the report.

Mayor Pro Tem Trujillo attended the New Mayors and Council Members Academy in Sacramento, CA, January 16-18, 2013. The conference is designed to help city officials learn about relevant city management topics and network with their colleagues from across the state.

Juanita Trujillo
Mayor Pro Tem



City of Santa Fe Springs

City Council Meeting

February 14, 2013

CONFERENCE AND MEETING REPORT

Councilmember Rios' Attendance at the New Mayors and Council Members Academy

RECOMMENDATION

That the City Council receive and file the report.

Councilmember Rios attended the New Mayors and Council Members Academy in Sacramento, CA, January 16-18, 2013. The conference is designed to help city officials learn about relevant city management topics and network with their colleagues from across the state.

Laurie Rios
Councilmember



PUBLIC HEARING – ORDINANCE FOR INTRODUCTION

Ordinance No. 1040 – An Ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement 01-2013) by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a Limited Liability Company

RECOMMENDATIONS

That the City Council take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1040; and thereafter close the Public Hearing.
2. Find and determine that the subject Development Agreement is consistent with the City's General Plan.
3. Pass the first reading of Ordinance No. 1040, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement 01-2013) by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a Limited Liability Company.

BACKGROUND

Staff received a request from Golden Springs Development Company to allow a digital billboard and a static billboard on the properties at 13833 Freeway Drive and 15300 Marquardt Avenue. The request was part of a proposal to develop the properties (DPA 878) with a new distribution and industrial corporate center, and to subdivide (TPM No. 71982) the two-parcels, of 20.049-acre into one parcel of 18.732 acres. The difference in acreage is due to Caltrans taking approximately 1.317 acres, mainly along Freeway Drive, as part of the freeway expansion project. Caltrans intends to use this area, along Freeway Drive for the construction of two Austin Vault Sand Filters (AVSF).

On October 22, 2012, the Planning Commission approved Development Plan Approval (DPA) Case No. 878 and Tentative Parcel Map (TPM) No. 71982. The DPA allowed the construction of a ±449,238 sq ft concrete tilt-up (spec) building and appurtenant improvements, while the TPM allowed the consolidation of the existing two lots, with a combined area of 20.049 acres, into one parcel of 18.732 acres, on the subject property. The Planning Commission also approved the environmental document (Initial Study/Mitigated Negative Declaration) that was prepared to analyze the potential environmental impacts associated with the development of the site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act (CEQA). Such CEQA document also considered the environmental impacts of two billboards which are the subject of Developer Agreement 01-2013.

During the October 22, 2012 meeting, the Planning Commission also recommended that the City Council adopt Ordinance No. 1036, relating to the standards for the installation of billboards on certain properties in the City (properties adjacent to Interstate 5, between Valley View Avenue to the East and Bloomfield Avenue to the west, approximately $\pm 13,000$ lineal feet). The Commission's findings and recommendations were incorporated in Resolution 33-2012.

At a duly noticed hearing, before the City Council, on November 8, 2012, Ordinance No. 1036 was introduced. The second reading of Ordinance 1036 occurred on November 20, 2012. It became effective thirty (30) after its second reading.

Ordinance 1036 improved and updated the City's existing billboard regulations, which were badly outdated and failed to anticipate and regulate 21st-century trends, such as electronic billboards, supergraphics (building wraps), and mobile billboards. Key elements of the ordinance included:

- (1) Updating the definition of billboards to include electronic billboards;
- (2) Limiting electronic billboards to the FOZ;
- (3) Requiring a Conditional Use Permit (CUP) and Development Agreement for all new billboards and expansion of existing billboards;
- (4) Limiting the placement of billboards to properties with a minimum area of 5 acres;
- (5) Creating definitions and regulations for supergraphics and mobile billboards;
- (6) Creating a mechanism for the City to generate additional revenues, either as a one-time payment, or payment over time, or a combination of both;
- (7) Allowing space on new billboards to be utilized for City-related activities, or to bring awareness to City and/or charitable causes;
- (8) Establishing a minimum distance between billboards; and
- (9) Limiting the contents of messages beyond sexually explicit materials, alcohol, and tobacco advertising.

Pursuant to section 155.384(A), of Ordinance 1036, billboards are allowed only after a valid Conditional Use Permit has first been obtained and a Developer Agreement has been approved.

At a duly noticed hearing, before the Planning Commission on February 12, 2013, the Planning Commission approved Conditional Use Permit Case Nos. 739 and 740, whereby allowing the installation of two billboards, one static and the other digital, on the subject property. At said meeting, the Planning Commission, via Resolution No. 35-2013, also recommended that the City Council adopt Ordinance No. 1040. Approval of Ordinance No. 1040, by the City Council, would allow for a development agreement (Development Agreement No. 01-2013) between the City of Santa Fe Springs and Platinum Billboards, LLC, a Limited Liability Company. The Development Agreement would set forth the rules and regulations applicable to the proposed billboards.

A city's exercise of its power to enter into a development agreement is a legislative act; therefore, development agreements must be approved by ordinance. Under California Government Code Sections 65864 et seq. ("Development Agreement Law") cities can enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

The main points of the Agreement, copy attached, are as follows:

1. The Developer pays an annual development fee to the City to mitigate potential impacts of the Development on the City and surrounding community.
2. The Developer is prohibited from utilizing any of the displays on the New Digital Billboard or the New Static Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance.
3. The City Council has the right to review the Agreement annually, or may, in its sole and absolute discretion, order a special review for compliance with the Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Section 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code. Legal notice of the Public Hearing was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on January 30, 2013, posted in Santa Fe Springs City Hall, the City Library and Town Center on January 30, 2013, and published in a newspaper of general circulation (Whittier Daily News) on January 31, 2013, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

On February 4, 2013, at 8:00 a.m., Staff received an e-mail from Calista Baldwin. According to the e-mail, Mike Thompson RV received the notice for hearings regarding the billboard. They would like a copy of the map layout that showed where the billboards will go. Staff responded, via e-mail, with a site plan and aerial that showed the approximate locations of the billboards.

SUMMARY

Ordinance 1036 established standards for the installation of billboards on certain properties in the City, but only after a valid Conditional Use Permit had first been obtained and a development agreement approved. Because a city's exercise of its power to enter into a development agreement is a legislative act, development agreements must be approved by ordinance. Ordinance 1040 provides the legal authority allowing the City to enter into Development Agreement No. 01-2013, with Platinum Billboards, LLC, a Limited Liability Company.

FISCAL IMPACT

Potential to generate additional source of revenue through negotiated development agreements.



Thaddeus McCormack
City Manager

Attachments:

Ordinance No. 1040

Development Agreement No. 01-2013

ORDINANCE NO. 1040

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS AND PLATINUM BILLBOARDS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

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

Section 1. The City Council hereby approves and adopts that certain Development Agreement by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a California Limited Liability Company, a copy of which is attached hereto as Exhibit "A", which exhibit is incorporated by reference herein, as an Ordinance of the City.

Section 2. The City Council hereby finds and determines that the subject Development Agreement is consistent with the City's General Plan.

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 no later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF FEBRUARY, 2013.

AYES:
NOES:
ABSENT:

ATTEST:

MAYOR

DEPUTY CITY CLERK

DEVELOPMENT AGREEMENT NO. 01-2013

This Development Agreement (hereinafter "Agreement") is entered into this _____ day of _____, 2013 (hereinafter the "Effective Date"), by and between the City of Santa Fe Springs (hereinafter "City"), and Platinum Billboards, LLC, a California limited liability company (hereinafter "Developer").

RECITALS

A. California Government Code Sections 65864 *et seq.* ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the eastern side of the north-bound lanes of the 5 Freeway, just North of the Alondra Street overpass in the Santa Fe Springs, Assessor Parcel Number Numbers 8069-014-007 and 8069-013-022, as more specifically described in Exhibit "A" and depicted at Exhibit "C", attached hereto and incorporated herein (the "Site"), upon which it seeks to install a new lawfully permitted double-sided 14 x 48 foot digital display which is oriented toward the 5 Freeway, as depicted in Exhibit "C" (the "New Digital Billboard"), and a new lawfully permitted single-sided 14 x 48 foot static display which is oriented toward the 5 Freeway as described in Exhibit "C" (the "New Static Billboard").

C. Freeway Springs LLC, a California limited liability company (referred to as "Owner") has consented to Developer's application for this Agreement, and Developer, as the lessee of the Site, as such term is defined below, has a legal and/or equitable interest in the Site and thus qualifies to enter into this Agreement in accordance with Development Agreement Law.

D. In exchange for the City approvals sought by Developer for the New Digital Billboard and the New Static Billboard as provided herein, Developer is agreeable to paying to the City an annual Development Fee or Alternative Fee, whichever is greater, as defined and provided in Sections 2.5 and 2.7 below, for the cost to the City to mitigate the impact of the installation of the New Digital Billboard and the New Static Billboard.

E. The Site is located within the City's Industrial and/or Manufacturing Zone, designated by the General Plan as Industrial and is also located within the Freeway Overlay Zone.

F. Developer and the City agree that a development agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

G. On October 22, 2012, the Planning Commission of the City, at a duly noticed hearing, granted "Development Plan Approval" for the development of the Site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"), on the basis that a Mitigated Negative Declaration and Initial Study, which was also approved at the October 22, 2012 meeting, concluded that although the proposed project could have a significant effect on the environment, there will not be a significant effect with the incorporation of mitigation measures pertaining to air quality, hazardous materials, and water quality. Such CEQA determination considered the impacts of the two billboards which are the subject of this Agreement.

H. On February 12, 2013, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 35-2013, recommending approval of this Agreement to the City Council.

I. On February 14, 2013, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No.1040, which Ordinance approves this Agreement.

J. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including utilizing the Site for a revenue-generating use. Upon any termination of the Term (as defined below) of this Agreement, Developer will remove the digital displays if a new development agreement is not negotiated with the City, but the static displays may remain.

K. On February 28, 2013, the City Council held the second reading on, and adopted Ordinance No.1040, thereby approving this Agreement.

L. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Ordinance No.1040 of the City Council have been duly and regularly taken.

M. The purpose of this Agreement is to set forth the rules and regulations applicable to the Development, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth a description of the Development and the Schedule of Performance (Exhibit "D").

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter

capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 “Agreement” means this Development Agreement and all attachments and exhibits hereto.

1.1.2 “City” means the City of Santa Fe Springs, a California municipal corporation.

1.1.3 “City Council” means the City Council of the City.

1.1.4 “Developer” means Platinum Billboards, LLC, California limited liability company, duly existing and operating, and its successors and assigns, doing business at 13116 E. Imperial Highway, Santa Fe Springs, California 90670.

1.1.5 “Development” means the installation of the New Digital Billboard and the New Static Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building situated on Owner’s property) to the New Digital Billboard and the New Static Billboard.

1.1.6 “Development Approvals” means the approved Development, based on the recommended approval by the Planning Commission on February 12, 2013, pursuant to Resolution No. 35-2013, and approval of the City Council by Ordinance No.1040 on February 28, 2013, as further described at Section 3.3 herein.

1.1.7 “Effective Date” means the date inserted into the preamble of this Agreement, which is 30 days following approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City.

1.1.8 “Final Permits” shall have the meaning set forth at Section 2.6.

1.1.9 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard and the New Static Billboard, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development or the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.10 “Lease” means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.

1.1.11 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.12 "Site" refers to the site described in Recital B and more specifically described on Exhibit "A" attached hereto and incorporated herein.

1.1.13 "Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit "D" and incorporated herein.

1.1.14 "Scope of Development" means the Scope of Development attached hereto as Exhibit "B" and incorporated herein.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which govern development and use of the Site.

1.1.16 "Subsequent Development Approvals" means any Development Approvals sought by Developer in connection future changes desired to be made by Developer to the Development following its initial completion.

1.1.17 "Term" shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Scope of Development), Exhibit "C" (Site Plan and Elevations), Exhibit "D" (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 **Binding Effect of Agreement.** From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement, provided, however, that nothing in this Agreement shall be deemed or construed: (i) to modify or amend the Lease, or any of Developer's obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.

2.2 **Interest in Site.** The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer's leasehold or

license interest is prematurely terminated by Owner, then Developer shall have no further obligations under Section 3(a) of the Scope of Development, attached as Exhibit "B" herein, relative to the maintenance of landscaping thereon, except as provided under Section 5.1. Additionally, if Developer's leasehold or license interest is prematurely terminated by Owner, then Developer shall have no further obligations under this Agreement, except as provided under Section 5.1.

2.3 Term of Agreement. Unless earlier terminated as provided in this Agreement, the "Term" of this Agreement shall continue in full force and effect until: (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms of this Agreement (other than any removal for the purpose of repair or replacement), or (iii) if one digital face is removed permanently and replaced with a static face, then this Agreement shall remain in effect for the remaining digital face. In such case, the replacement of one digital face with a static face shall require an amendment to this Agreement. Furthermore, in such case (unless one digital face remains), Developer shall completely remove the New Digital Billboard within the times and as provided under Section 5.1 herein. Within thirty (30) days after the termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 8.1 below. If no extension or renewal of this Agreement is agreed to following its termination, then the digital displays shall come down but the static displays may remain.

2.4 Processing Fee. Upon submission of its application for the approvals granted by this Agreement, Developer has paid to the City a processing fee ("Processing Fee") in the amount of Seven Thousand Five Hundred Dollars (\$7,500). The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City's discretion. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to the City annually), one-time plan check fees and building permit fees, and any other fees imposed by Los Angeles County, as may be applicable.

2.5 Development Fee. The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual development fee paid by Developer to the City would adequately mitigate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to the City ("Development Fee"), subject to the obligation to pay the Alternative Fee per Section 2.7 below. The Development Fee, for ease of reference purposes, shall equal the following amounts during the Term: Twenty-Five Thousand Dollars (\$25,000) per annum for the New Digital Billboard, and Twenty-Five Thousand Dollars (\$25,000) per annum for the New Static Billboard.

2.6 Development Fee Payments. The Development Fee shall be paid annually, with the first installment due no later than one (1) year after Developer receives final approval for the construction of the New Digital Billboard and New Static Billboard from the applicable governmental authorities and any and all required permits to maintain and operate the New Digital Billboard and New Static Billboard as contemplated under Section 3.3 of this Agreement ("Final Permits"). Developer shall notify the City within five (5) business days of its receipt of

all Final Permits, for the purpose of determining the date annual payments of the Development Fee (or Alternative Fee per Section 2.7) shall commence. Nothing herein relieves the City from its contractual duty to issue all municipal building permits that are associated with the Development if Developer is in compliance with the terms of this Agreement.

2.7 Alternative Fee: For any year of the Term where the Alternative Fee, as defined in this Section 2.7, exceeds the Development Fee described at Section 2.5 above, for either the New Digital Billboard or the New Static Billboard, Developer shall pay to the City the Alternative Fee, which is defined as an amount equal to seven percent (7%) of the gross advertising revenue made from both digital displays of the New Digital Billboard, or from both faces of the New Static Billboard, as the case may be, during the preceding year of the Term. Within ninety (90) days following the end of each year of the Term hereof, and ending within ninety (90) days after the termination of the Term, Developer shall furnish to the City a statement in writing, certified by Developer to be correct, showing the total gross advertising revenues made from each sign face of the New Digital Billboard and New Static Billboard during the preceding year of the Term attributable to each sign display of the New Digital Billboard and New Static Billboard, to the extent such Alternative Fee exceeds the Development Fee for that same preceding year. The calculation of the Alternative Fee shall be based on the gross amount received on the advertising sales. By way of example only, should the gross advertising revenue during any year of the Term total \$400,000 for the New Digital Billboard and \$350,000 for the New Static Billboard, then for that year Developer shall pay to the City for the New Digital Billboard the Alternative Fee of \$28,000 (i.e., 7% of \$400,000) in lieu of the Development Fee of \$25,000; however, for the New Static Billboard Developer shall pay to the City the Development Fee of \$25,000 in lieu of the Alternative Fee of \$24,500 (i.e., 7% of \$350,000).

2.8 Audit of Alternative Fee. With prior written notice to Developer of not less than ten (10) business days, the City has the right to audit Developer's New Static Billboard and New Static Billboard revenue related to this Agreement, at Developer's office, on normal workdays between 9:00 a.m. and 4:00 p.m. once a year. If the statement of total gross advertising revenue previously provided to the City shall be found to be inaccurate for prior years of the Term, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Alternative Fee, if any, that should have been paid to the City for the period or periods covered by such inaccurate statement or statements. If said audit discloses an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, then Developer shall immediately pay to the City the cost of such audit, plus ten percent (10%) interest per annum on the amount underpaid, but the application of the said interest is limited to the previous year before the time any underpayment should have been paid to the City; if the audit does not disclose an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, the cost of such audit shall be paid by the City.

2.9 Prohibited Use. Developer shall not utilize any of the displays on the New Digital Billboard or the New Static Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance existing as of the

Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance.

3. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

3.1 Rights to Develop. Subject to and during the Term of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 3.2 below.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Conditional Use Permit and a building permit from the City, and any and all permits and approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission has approved a Mitigated Negative Declaration for the project, thus complying with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"). Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code, (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly-applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

3.4 Timing of Development; Scope of Development. Developer shall commence the Development within the time set forth in the Schedule of Performance, attached hereto as Exhibit "D". "Commencement" of the Development is defined herein as commencement of construction or improvements under the City building permit for the construction of the New Digital Billboard and New Static Billboard on the Site, which shall occur as soon as possible following Developer's receipt of all necessary Development Approvals and Final Permits. In the event that Developer fails to meet the schedule for Commencement of the Development, then after compliance with Section 4.4, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party

shall have any further obligation hereunder. However, if circumstances within the scope of Section 8.10 delay the Commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 8.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Digital Billboard and New Static Billboard on the Site. Developer shall also maintain the New Digital Billboard and New Static Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as Exhibit "B" herein.

3.5 Changes and Amendments. Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s); provided that the City may request written consent from Owner if the modification is deemed material. The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the City Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building

Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard and the New Static Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 *Future Discretion of the City.* This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, state, county or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.7 **Regulation by Other Public Agencies.** It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.8 **Public Improvements.** Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals on the requirement that Developer pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("Exactions") at such time as the City shall determine, subject to the following conditions:

3.8.1 The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Development, and said public improvements shall be phased to be commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.

3.8.3 It is understood, however, that if there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.9 **Fees, Taxes and Assessments.** During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Development Agreement and/or the Development Approvals. However, this Development Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not on the New Digital Billboard or New Static Billboard or Developer directly, as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by the City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit application is filed by Developer or that exists when Developer applies for any Subsequent Development Approval.

3.10 **Changes.** Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4. REVIEW FOR COMPLIANCE.

4.1 **Annual Review.** The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the anniversary of the commencement of the Term, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the commencement of the Term: (1) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", Section 6 herein, (2) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Development herein, (3) any easement or Lease changes that could in any way materially impact the City or the parties' obligations under this Agreement, (4) any utility changes that could in any way materially impact the City or the parties' obligations under this Agreement, and (5) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B".

4.2 **Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

4.3 **City Rights of Access.** Subject to the City's execution of a permit to enter in form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the review under this Article 4, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 4.2 above. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 4.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Digital Billboard or the New Static Billboard during any inspection.

4.4 **Procedure.** Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in

the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 5; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 8.10.

4.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue a written confirmation ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form if requested by Developer, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site.

5. DEFAULT AND REMEDIES.

5.1 Termination of Agreement.

5.1.1 Termination of Agreement for Material Default of Developer. The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 4.4. In the event of a termination by the City under this Section 5.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of

termination and removal of the New Digital Billboard or New Static Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

5.1.2 *Termination of Agreement for Material Default of City.* Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 4.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development. In the event of a termination by Developer under this Section 5.1.2, Developer acknowledges and agrees that the City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard or New Static Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

5.1.3 *Rights and Duties Following Termination.* Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (iii) Developer's obligation to remove the New Digital Billboard or New Static Billboard pursuant to Section 2.3, or (iv) any continuing obligations to indemnify other parties.

6. INSURANCE, INDEMNIFICATION AND WAIVERS.

6.1 Insurance.

6.1.1 Types of Insurance.

(a) *Liability Insurance.* Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 6.2. Developer has agreed to indemnify the City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for

the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement.

6.1.2 *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to the City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "D" (Schedule of Performance), Item No. 7.

(b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 4.4, may view such failure or refusal to be a default hereunder.

6.2 **Indemnification.**

6.2.1 *General.* To the extent of its liability coverage required under Section 6.1.1(a) above, Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or Owner or their respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and Owner and their respective officers, agents, and employees harmless therefrom.

6.2.2 *Exceptions.* The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.

6.2.3 *Additional Coverage.* Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer;

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

6.2.4 *Loss and Damage.* Except as set forth below, the City shall not be liable for any damage to property of Developer, Owner or of others located on the Site, nor for the loss of or damage to any property of Developer, Owner or others by theft or otherwise. Except as set forth below, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) to the extent covered in any permit to enter executed by the City, or (iii) under the circumstances set forth in Section 6.2.2 above.

6.2.5 *Period of Indemnification.* The obligations for indemnity under this Section 6.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

6.3 **Waiver of Subrogation.** Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.

7. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development or Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Development or Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

8.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

8.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

8.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.6 Singular and Plural. As used herein, the singular of any word includes the plural.

8.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

8.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

8.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and Owner and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.10 **Force Majeure.** Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination..

8.11 **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

8.12 **Counterparts.** This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

8.13 **Litigation.** Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

8.14 **Covenant Not To Sue.** The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

8.15 **Development as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity

regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a "public work" development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

8.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

8.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

8.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon approval by the City Attorney.

8.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

8.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City:	City of Santa Fe Springs
	11710 E. Telegraph Road
	Santa Fe Springs, CA 90670
	Attn: City Manager

If to Developer: Platinum Billboards, LLC
13116 E. Imperial Highway
Santa Fe Springs, California 90670
Attn: Moshe J. Sassover

8.21 **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

8.22 **No Brokers.** The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

8.23 **No Amendment of Lease.** Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Richard J. Moore, Mayor

DEVELOPER:

PLATINUM BILLBOARDS, LLC,
a California limited liability company

By: _____
Barry W. Berkett, Manager

By: _____
Moshe J. Sassover, Manager

[end of signatures]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2013, before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2013, before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

Order No.: 116744863-X49

LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41819 PAGES 141 ET SEQ., OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL "A" IN THE EASEMENT DEED TO THE CITY OF SANTA FE SPRINGS FOR THE WIDENING OF MARQUARDT AVENUE, RECORDED ON DECEMBER 2, 1964, AS DOCUMENT NO. 4052 IN BOOK D-2718 PAGE 877 OF SAID OFFICIAL RECORDS, WHICH POINT LINES IN A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 95 FEET MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF FIRESTONE BOULEVARD, 80 FEET WIDE, AS DESCRIBED DOCUMENT NO. 8640-C FILED UNDER CERTIFICATE OF TITLE NO. CV-33337 ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG SAID PARALLEL LINE SOUTH 57 DEGREES 10 MINUTES 20 SECONDS EAST 346.42 FEET TO A POINT WHICH LINES SOUTH 57 DEGREES 10 MINUTES 20 SECONDS EAST THEREON 424.13 FEET FROM THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, WHICH POINT IS THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 575 FEET; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 288.65 FEET TO THE WESTERLY LINE OF PARCEL NO. 4, AS DESCRIBED IN THE DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED ON OCTOBER 27, 1964 AS DOCUMENT NO. 4197 IN BOOK D-2678 PAGE 362 OF SAID OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID SANTA FE PARCEL NORTH 0 DEGREES 11 MINUTES 44 SECONDS WEST 1086.15 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST 586.25 FEET TO THE EASTERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 0 DEGREES 11 MINUTES 45 SECONDS EAST THEREON 759.71 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 28 DEGREES 41 MINUTES 02 SECONDS EAST THEREON 52.74 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN DEED REGISTERED MARCH 8, 1946, AS DOCUMENT NO. 5107-Q, ALL MINERALS, PETROLEUM, OIL, ASPHALTUM, GAS AND OTHER HYDROCARBON SUBSTANCES INCLUDING HELIUM WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE EXCLUSIVE RIGHT OF INGRESS AND EGRESS AT ALL TIMES FOR THE PURPOSE OF PROSPECTING, DRILLING AND/OR PRODUCING THE SAME THEREFROM OR THEREUNDER BY FACILITIES LOCATED UPON THE SURFACE THEREOF OR ON AND JOINING OR ADJACENT PROPERTY, EXCEPT SURFACE OF SOUTHERLY ONE-HALF ACRE THEREOF, AS RESERVED BY JOHN STIERLI, SR., FRANK WESTGATE, AND EVA WESTGATE, IN DEED REGISTERED MARCH 8, 1946, AS DOCUMENT NO. 5107-Q, BY DEED DATED FEBRUARY 12, 1966, RECORDED MARCH 8, 1966, IN BOOK D-3230 PAGE 656, OFFICIAL RECORDS, PAULINA STIERLI, OWNER OF AN UNDIVIDED TWO-THIRDS INTEREST, RELINQUISHED ALL RIGHTS TO THE USE OF THE SURFACE AND THE SURFACE AREA TO A DEPTH OF 500 FEET.

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE (CONTINUED)

Order No.: 116744865-X49

LEGAL DESCRIPTION
(continued)

ALSO EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN DEED REGISTERED MAY 13, 1953 AS DOCUMENT NO. 9035-V, FOR A PERIOD OF 15 YEARS, ONE-HALF OF ALL OIL, MINERALS, GAS AND HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW 100 FEET, WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY CROWN ZELLERBACH CORPORATION, IN DEED REGISTERED MAY 13, 1953 AS DOCUMENT NO. 9035-V, ALSO EXCEPT ALL OF THE OIL, GAS, AN OTHER PETROLEUM OR MINERAL SUBSTANCES IN THE HEREIN-CONVEYED LAND NOT HEREINABOVE EXCEPTED FROM THIS CONVEYANCE, LYING IN OR UNDER ALL OF THE HEREINABOVE-DESCRIBED LAND BELOW 100 FEET OF THE SURFACE THEREOF, BUT WITHOUT RIGHT OF SURFACE ENTRY, WHICH RESERVATION INCLUDES ALL RIGHTS, HEREBEFORE RESERVED FOR A LIMITED PERIOD OF TIME IN THE DEED FROM CROWN ZELLERBACH CORPORATION, IN DEED REGISTERED MAY 13, 1953 AS DOCUMENT NO. 9035-V, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A MAINE CORPORATION, IN DEED RECORDED OCTOBER 17, 1966

PARCEL 2:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A COPY OF A MAP BY CHARLES T. HEALEY, RECORDED IN BOOK 41819 PAGES 141, ET SEQ. OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE (END)

Order No : 116744863-X49

LEGAL DESCRIPTION (continued)

COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE ALONG THE WEST LINE OF SAID WEST HALF (SAID WEST LINE BEING ALSO THE CENTER LINE OF MARQUARDT AVENUE, 80 FEET IN WIDTH), SOUTH 0 DEGREES 11 MINUTES 45 SECONDS EAST 885.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 885.00 FEET AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID WEST HALF; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 31 MINUTES 55 SECONDS EAST 40.00 FEET TO A POINT IN THE EASTERLY LINE OF MARQUARDT AVENUE, AS WIDENED BY DEED OF EASEMENT RECORDED AS DOCUMENT NO. 4652 OF DECEMBER 2, 1964, IN BOOK D-2738 PAGE 877 OF SAID OFFICIAL RECORDS, WHICH POINT IS ALSO THE SOUTHWESTERLY CORNER OF MICA STREET, 66 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE CITY OF SANTA FE SPRINGS, RECORDED AS DOCUMENT NO. 2252 OF APRIL 19, 1965, IN BOOK D-2873 PAGE 209 OF SAID OFFICIAL RECORDS, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG SAID EASTERLY STREET LINE SOUTH 0 DEGREES 11 MINUTES 45 SECONDS EAST 506.14 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO BERNARD SANBURG, RECORDED AS DOCUMENT NO. 132 OF OCTOBER 17, 1966 IN BOOK D-3458 PAGE 32 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY PROPERTY LINE NORTH 89 DEGREES 48 MINUTES 15 SECONDS EAST 586.25 FEET TO THE WESTERLY LINE OF PARCEL 4 DESCRIBED IN THE DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED AS DOCUMENT NO. 4192 OF OCTOBER 27, 1964 IN BOOK D-2678 PAGE 362 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 0 DEGREES 11 MINUTES 44 SECONDS WEST 73.45 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 0 DEGREES 11 MINUTES 43 SECONDS WEST THEREON 370.73 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ITS NORTHERLY PROLONGATION, NORTH 5 DEGREES 12 MINUTES 54 SECONDS WEST THEREON 82.01 FEET TO THE SOUTHERLY LINE OF SAID MICA STREET; THENCE ALONG SAID SOUTHERLY STREET LINE SOUTH 89 DEGREES 31 MINUTES 55 SECONDS WEST 562.09 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 44 DEGREES 40 MINUTES 05 SECONDS WEST THEREON 24.10 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM AN UNDIVIDED 55/112THS OF ALL OIL, MINERALS, GAS AND HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY LELA C. SIMPSON, ET AL., IN DEED RECORDED DECEMBER 1, 1954, IN BOOK 46255 PAGES 128 THROUGH 133 AND IN BOOK 46255 PAGE 138 OF SAID OFFICIAL RECORDS,

ALSO EXCEPT THEREFROM ALL OF THE OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN THE HEREIN-CONVEYED LAND NOT HEREINBEFORE EXCEPTED FROM THIS CONVEYANCE, LYING IN OR UNDER ALL OF THE HEREINABOVE-DESCRIBED LAND BELOW 500 FEET OF THE SURFACE THEREOF, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, WHICH RESERVATION INCLUDES ALL RIGHTS HERETOFORE RESERVED FOR A LIMITED PERIOD OF TIME, IN THE DEEDS RECORDED DECEMBER 1, 1954, IN BOOK 46255 PAGES 128 THROUGH 133, AND IN BOOK 46255 PAGE 138 OF SAID OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

EXHIBIT B

SCOPE OF DEVELOPMENT

Developer and the City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. The Development. Developer shall install the New Digital Billboard and New Static Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 50' tall, "bulletin" size freeway-oriented billboard with a total of two (2) digital displays (each display measuring 14' x 48' within the billboard frame). The New Static Billboard consists of one (1) 50' tall, "bulletin" size freeway-oriented billboard with a total of two (2) static displays (each display measuring 14' x 48' within the billboard frame). Before the issuance of Final Permits, Developer shall underground all utilities necessary for the New Digital Billboard and New Static Billboard, and the Site shall be maintained in accordance with the conditions at Paragraph 3 below.

2. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard and New Static Billboard on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and New Static Billboard (where authorized pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site, unless those federal, state, and local bodies have an exception for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing maintenance by Developer of any access road to the New Digital Billboard and New Static Billboard to minimize dust caused by the Development; and (iii) the repair, replacement and repainting of the New Digital Billboard's and New Static Billboard's structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard and New Static Billboard and surrounding portion of the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm

or is materially detrimental to property or improvements within three hundred (300) feet of the Site.

(c) Developer shall coordinate with any neighboring property owners who share utilities or access roads to their separate respective billboards. The City may designate alternative access for planning purposes so long as such alternative access allows Developer to access its billboard and related utilities.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit “B,” then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 4.4 of the Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Development or any part thereof or interests therein as to the violating person or one threatening violation.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and New Static Billboard and, where stated, landscaping adjacent to New Digital Billboard and New Static Billboard, which billboards and landscaping or painted backing adjacent to the billboards, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her designee:

(a) A building permit will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site shown on Exhibit “C”, and shall be of the dimensions described in Section 1, above.

(c) The size of each sign display of the New Digital Billboard and New Static Billboard shall not exceed the dimensions set forth in the Ordinance, and shall not to exceed the maximum height set forth in the Ordinance, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Ordinance and depicted in the Site Plan and Elevations at Exhibit “C” approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole and New Static Billboard pole shall be of a gray color, subject to the approval of the City’s Director of Planning or his or her designee.

(e) Plans and specifications for the proposed installation of the New Digital Billboard and New Static Billboard, including plans for the undergrounding or may go overhead of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the New Digital Billboard and New Static Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state ordinance with jurisdiction over the facilities, unless the Development is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Digital Billboard and New Static Billboard from the California Department of Transportation Outdoor Advertising Division, and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(i) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the building permits.

(j) The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Developer shall ensure that all access to the New Digital Billboard and New Static Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(l) If any portion of the landscaping or painted backing installed adjacent to the New Digital Billboard or New Static Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards.

(m) Developer shall be required to install all utilities underground in connection with the New Digital Billboard and New Static Billboard in conformance with Ordinance 1036. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.

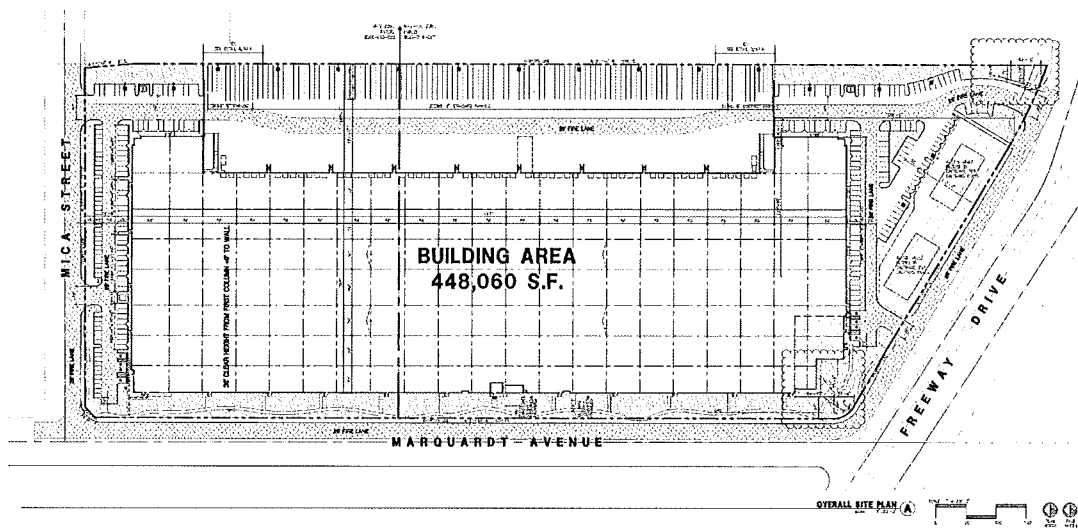
(n) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(o) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the Development.

(p) Prior to final sign off of the building permit for the New Digital Billboard and New Static Billboard, the landscaping or painted backing shall be installed at the Site.

(q) Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Director of Planning or his or her designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint.

SITE PLAN



ALTERNATE:
AUTO DRIVEWAYS, AUTO DRIVE AISLES AND
AUTO PARKING AREAS TO BE AC PAYING.

SITE PLAN KEYNOTES

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SITE PLAN GENERAL NOTES

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SITE PLAN GENERAL NOTES

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Siga Inc.
100 St. Laurent Blvd., Ste.
#100, Montreal, QC
H2T 1A6
Tel: 514-863-5779
Fax: 514-368-0024
sales@sigainc.com



Under:
GOLDEN SPRINGS
DEVELOPMENT
COMPANY

12-18 10P-12M, MONDAY
5000 AVE SPRINGDALE, CA
94729
TEL: 510-865-5781
TOL: 800-865-5787

**SFS FREEWAY
SPRINGS**

VINCE FREEDMAN DRIVE
Santa Fe Springs, CA 90670

Consensus

1-28	BOOK
1-29	REA
1-30	FIN
1-31	FIN
1-32	EFFECTED
1-33	ENTERED
1-34	CLIP

over all the plot

Project Number:	7261
Organization:	CS
Office:	112712

[illegible]

Pearson

A1.1

EXHIBIT C

BILLBOARD ELEVATIONS

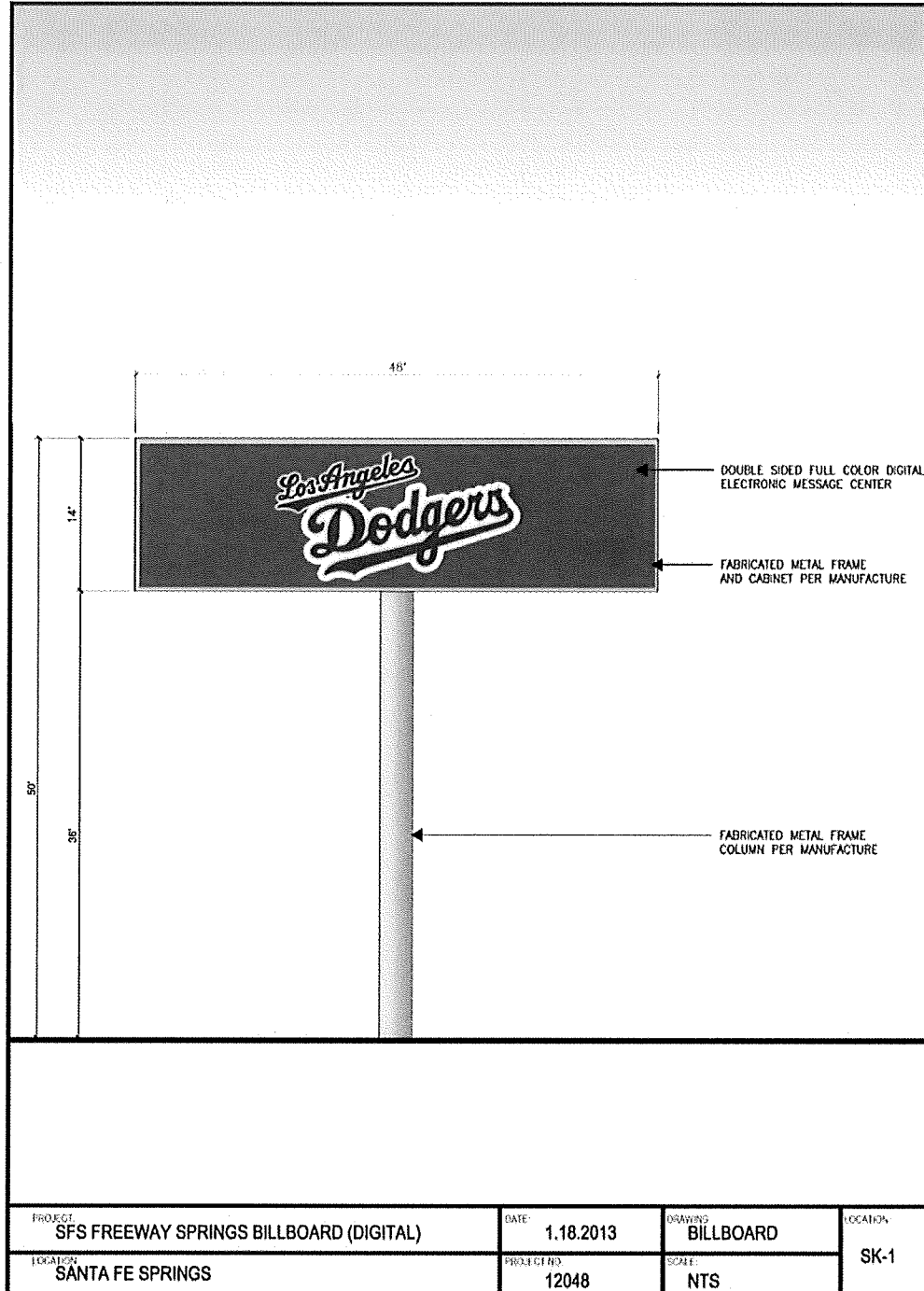


EXHIBIT C

BILLBOARD ELEVATIONS

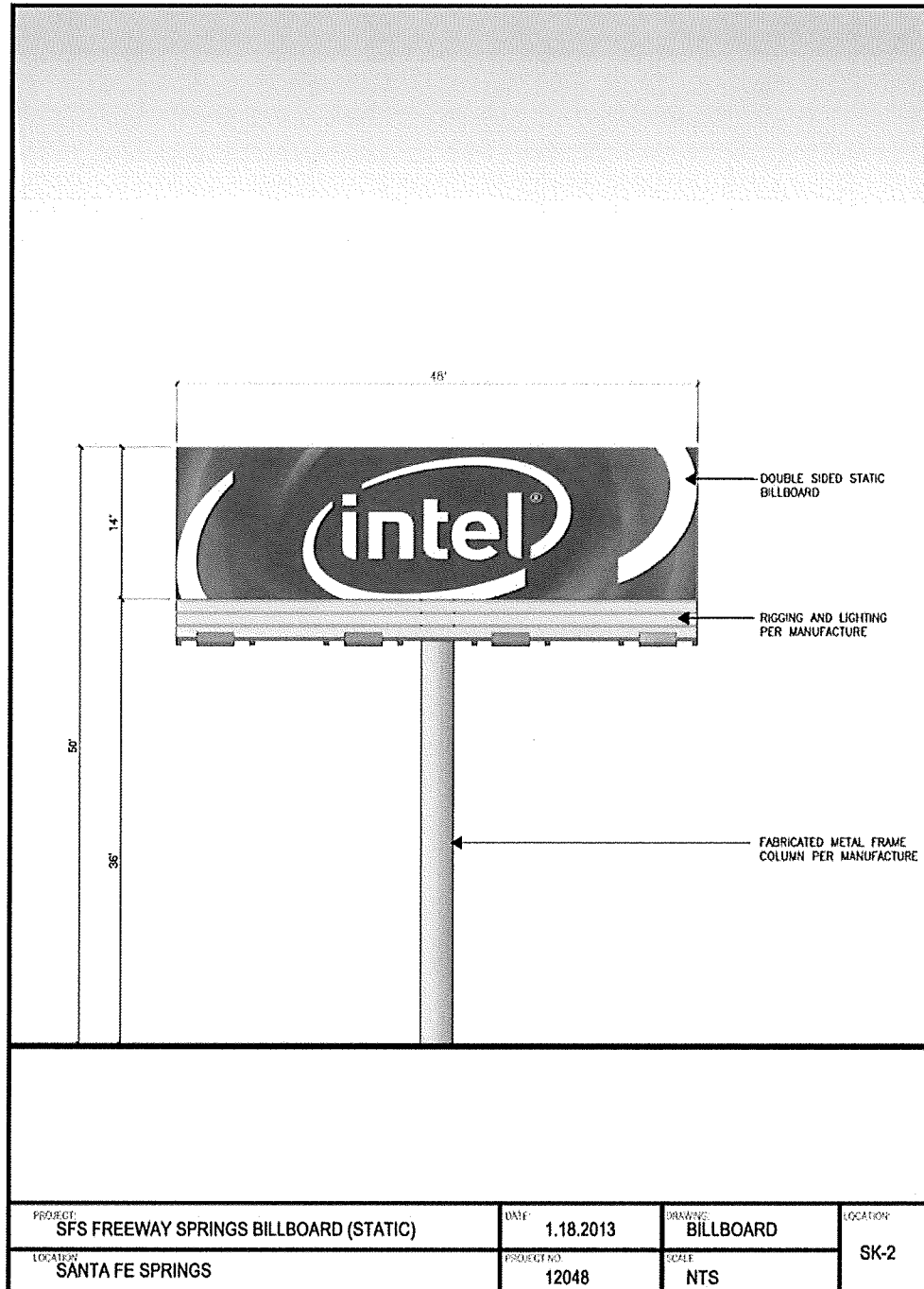


EXHIBIT D

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. City's Planning Commission holds public hearing and recommends approval of Agreement and Conditions of Approval	February 12, 2013	Recitals
2. City's City Council holds hearings to approve Agreement and first and second reading of Ordinance	February 14, 2013 (1 st Reading); February 28, 2013 (2 nd Reading), provided Developer has fully executed the Agreement	Recitals
3. Effective Date of this Agreement.	30 days following City Council's second reading of Ordinance, or March 28, 2013	N/A
4. Developer prepares and submits to City working drawings specifications and engineering, the City commences approval process.	Within 120 days of the Council's second reading of the Ordinance approving this Agreement	3.4
5. Developer to provide copy of Caltrans approval to City	Prior to the City's issuance of all necessary permits per No. 6 below	_____
6. City to approve all construction and engineering drawings and specifications with a plan check approval, and issue a building permit.	Within 30 days of City's receipt of Developer's construction drawings and specifications addressing all of City's comments	3.3, 3.4
7. Developer to submit proof of insurance to City.	Prior to commencing any inspections and work on the Development	6.1.2
8. Developer pays City first installment of Development Fee if Developer receives Final Permits	Within 1 year of Developer receiving Final Permits	2.6

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
9. Developer pays City second installment and subsequent annual installments of the Development Fee if Developer receives Final Permits.	Beginning within 2 years of Developer receiving Final Permits, and continuing throughout the Term. Each payment occurring at the end of each year of the Term.	2.6
10. Developer pays the Alternative Fee if in excess of the Development Fee.	Within 90 days of the end of each year of the Term	2.7

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 3.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.



City of Santa Fe Springs

City Council Meeting

February 14, 2013

PUBLIC HEARING – RESOLUTION NO. 9404

Approval of Programs/Projects Proposed for Funding during FY 2013-2014 under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles

RECOMMENDATIONS:

1. That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter;
2. That the City Council approve the appropriation of CDBG funds as described in the body of this report;
3. That the City Council adopt Resolution No. 9404; and
4. That the City Council authorize staff to transmit the planning documents to the County of Los Angeles.

BACKGROUND

As the City Council is aware, the City participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles. Although the funds are an "entitlement," every year, the City must make specific application to the County defining the projects to be funded. The application requires public participation subject to proper notification. Accordingly, notices were posted from January 22, 2012 to February 14, 2013, at the Neighborhood Center, Library, Town Center Hall, and City Hall, advising the public of this hearing.

For FY 2013-2014, the City has been granted a CDBG allocation of \$110,152. The City is able to utilize \$16,523 or 15% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program.

In addition to the allocation the City is designated to receive, there is an unallocated balance of \$215,446 from previous fiscal years that is available to the City. These funds, when combined with the FY 2013-2014 allocation, can be utilized for proposed CDBG projects that meet one of the following three national objectives:

1. Benefit low- and moderate-income persons;
2. Elimination of slums or blight;
3. Meet an urgent need.

In previous years, the City, under permissible guidelines established by HUD, was able to exchange its fiscal year allocation with other participating agencies


within the County of Los Angeles. This practice allowed the City to swap funds that were restricted to CDBG projects for unrestricted funds that the City could be used to support community groups that provided assistance to various segments of the population. In the fall of 2012, this practice was discontinued by HUD, so City staff will work to identify American with Disabilities Act (ADA)-related capital projects that can be funded with the CDBG allocation. HUD acknowledges that ADA-related capital projects inherently benefit low- to moderate-income persons, thus meeting one of the aforementioned national objectives of the CDBG program.

Based on the above eligibility criteria, staff proposes to allocate the City's CDBG funds in the following manner:

TEEN PROGRAM	\$ 16,523
ADA-RELATED CAPITAL PROJECTS	\$309,075

FISCAL IMPACT

The CDBG allocation of \$325,598 will positively impact the General Fund by partially funding the Teen Program and funding capital improvement projects at parks and City facilities to make them ADA compliant.



Thaddeus McCormack
City Manager

Attachment:
Resolution No. 9404

RESOLUTION NO. 9404

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL
APPROVING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2013-2014**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Santa Fe Springs has received notification of the availability of \$110,152 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2013-2014; and

WHEREAS, the City of Santa Fe Springs has \$215,446 available in unallocated Federal CDBG funds from program revenue and carryover funds from prior fiscal years; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs as follows:

Section 1. That the City Council allocates its available CDBG funds for the following purposes:

\$ 16,523
\$309,075

Section 2. That the City Manager or his designee is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2013-2014 to the County of Los Angeles, reflecting the funding allocations set forth herein. In addition, the City Manager or his designee is hereby authorized to administratively adjust funding levels if the City's final allocation varies by less than 25 percent from the figures contained herein.

Section 3. That the Mayor and/or City Manager are authorized to execute the contractual and related documents to be prepared by they County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

PASSED, APPROVED, AND ADOPTED this 14th day of February 2013.

Mayor

ATTEST:

_____ (seal)

Deputy City Clerk

City Attorney



City of Santa Fe Springs

City Council Meeting

February 14, 2013

NEW BUSINESS

Introduction of City Budget Process and Council Budget Priorities Setting

RECOMMENDATIONS

That the City Council:

- 1) Complete the "Council Budget Priority Survey" and return to Deputy City Clerk;
- 2) Identify the budget policy areas outlined in the body of this report for incorporation into the Budget Development process; and,

That the Mayor:

- 1) Name two Councilmembers each to the "Revenue and Fees" and "Program and Events" Council Sub-Committees.

BACKGROUND

The City of Santa Fe Springs is currently operating in FY 2012-2013 and is beginning the public process of developing the FY 2013-2014 budget. As was the case beginning last year, staff is asking the City Council to outline its budget priorities for the upcoming year. Accordingly, the Council is being asked to complete the attached "Council Budget Priority Survey," the combined results of which will be compiled and reported back to the Council at its February 28 meeting. Please complete the survey and return it to the Deputy City Clerk at your earliest convenience.

The City's budget is a reflection of City policies, goals, and priorities. The budget process assigns resources to the goals, objectives, and community priorities set by the City Council. Over the past few years, we have worked to implement significant reductions. Previous goal and priority setting actions taken by Council over the last two years have allowed the City to effectively manage and balance its budget by focusing our diminished resources on identified, essential services. This has been especially useful during the past two years of particularly difficult fiscal challenges.

Just as goals and priorities proved important in guiding the City through the budget reductions of the past few years, I think the establishment of some key fiscal policies will help serve the City well over the long term as we anticipate entering into more stable fiscal times. Therefore, in addition to the attached Budget Priority Survey, I am asking that the Council consider identifying the below policy areas for incorporation into the development of this coming year's budget:



City of Santa Fe Springs

City Council Meeting

February 14, 2013

1. Focusing on the long-term fiscal health of the City by adopting a two-year budget and conducting multi-year planning;
2. Building a prudent level of General Fund reserves;
3. Developing long-term strategies to reduce unfunded liabilities;
4. Controlling labor costs through prudent management of employee benefits; and,
5. Allocating one-time revenues toward one-time expenses.

It is my recommendation that the City Council Budget Subcommittees work with staff to "flesh out" the above five policy/budget processes, and bring them back to the Council as a whole prior to the introduction of the preliminary draft budget in early June.

Lastly, I am submitting to you the proposed Budget Calendar for FY 2013-2014:

BUDGET CALENDAR

February 14	Introduction of Budget Process
February 28	Refinement of Council Budget Priorities
March-April	Council Advisory Committees provide Feedback
March-April	Council Budget Sub-Committees meet
March	Current Year Budget Review
April 18*	Town Hall Budget Meeting (New)
Early June	Preliminary Budget Presented to City Council
June	Council Budget Sub-Committees meet
Mid-June	City Council Budget Study Session
June 27	Adoption of Budget

*Tentative date/location TBA

CALENDAR SUMMARY

Please note that this year's calendar introduces a Town Hall Budget Session in April. Although each year the budget process includes several "public meetings," those meetings, which are typically at regularly scheduled Council Meetings, are not well attended. It is the hope that holding a special "Town Hall" style meeting on a non-City Council night will generate more participation and public input.



City of Santa Fe Springs

City Council Meeting

February 14, 2013

Beginning in February, the City Council will hold a Budget Goal/Priority Setting Session. At the Budget Goal/Priority Setting Session, an overview of the upcoming fiscal issues is presented. Goals and objectives are discussed. Subsequent to the Council Budget Goal Setting session, the City Manager will develop Budget Preparation Guidelines based on the Council's Goals and Priorities and distribute to City's Management Team.

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

In April, the City Council will hold a public Town Hall workshop meeting to review anticipated revenues and the base budget requirements, as well as to solicit comments and feedback.

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

In mid-June, the City Council will hold a special Study Session to review the budget and the input of all stake-holders, including Council Sub-Committees, Advisory Committees, Community Organizations, and public in general. The Budget Study Session will provide an overview of the City's financial condition and a presentation of the proposed budget.

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

Thaddeus McCormack
City Manager

Attachment:
Council Budget Priority Survey

**Santa Fe Springs City Council
Budget Priority Survey**

1) Issues, Concerns, Trends, and Opportunities

Please list specific issues, concerns, trends and opportunities that affect future city services, policies, finances or operations (for example, loss of population, major new economic development success or resolving a policy question). You do not need to identify potential solutions to your concern.

2) Organizational Effectiveness

Please list things that the City Council and/or staff could do in the future to improve organizational effectiveness, decision-making process, teamwork and the ability to accomplish the City's stated goals and objectives.

3) Service Level Changes

Which service level modifications (if any), including elimination or enhancement of any services or projects, do you think should be evaluated?

4) Rank the budget priority areas that reflect your own vision for the City of Santa Fe Springs. Choose one area as your number one priority, another area as your number two priority, and so on.

Highest.....Lowest

Priority

Priority

Priority

Priority

Priority

Priority

1

2

3

4

5

6

[illegible]

5) Core Strategies: Staff is currently developing implementation plans for the City Core Strategies that the City Council outlined in October of 2011. Please provide comments, feedback and/or suggestions as to programs and services that you would like staff to include or evaluate as part of the Core Strategy implementation plans.

a) Provide a Positive Business Environment:

b) Commitment to Public Service

c) Quality Public Safety

d) Sound Fiscal Management

e) Committed Community Services

f) Create and Maintain a Positive Working Environment

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



City of Santa Fe Springs

City Council Meeting

February 14, 2013

NEW BUSINESS

Resolution No. 9403 - Weed Abatement

RECOMMENDATION

That the City Council adopt Resolution No. 9403 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 24, 2013, as the date for the Public Hearing.

BACKGROUND

The City contracts with the Los Angeles County Agricultural Commissioner for the abatement of weeds. They have conducted their annual inspection of the properties in the City and listed those needing weeds abated. If the proposed resolution is passed, weed abatement notices will be mailed to all property owners listed. Resolution No. 9403 declares the weeds to be a public nuisance and sets a Public hearing on the matter for Thursday, February 24, 2013, where property owners will have an opportunity to object to any part of the weed abatement process.

Resolution No. 9403 provides property owners with the option of abating the weeds themselves, contracting the work to others, or having the County Agricultural Commissioner's contractor perform the work. Costs for work performed by the County, if approved by the City Council, will be assessed to the respective property owner's tax bill.

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

Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9403
Declaration List

RESOLUTION NO. 9403

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS
GROWING UPON AND IN FRONT OF, AND BRUSH, RUBBISH,
REFUSE, AND DIRT UPON AND IN FRONT OF CERTAIN
PRIVATE PROPERTY IN THE CITY ARE A PUBLIC
NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE
FOR THE ABATEMENT THEREOF**

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

BE IT RESOLVED THAT, pursuant to the provisions of Articles 1 and 2, Chapter 13, part 2, Division 3, Title 4, of the California Government Code, Sections 39500 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

Section 1: That the weeds growing upon the streets and sidewalks in front of said property are weeds which bear seeds of a wingy or downy nature or attain such large growth as to become a fire menace to adjacent improved property when dry, or which are otherwise noxious or dangerous.

Section 2: That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety.

Section 3: That by reason of the foregoing fact, the weeds or dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property constitute a public nuisance and should be abated as such.

Section 4: That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to-wit: That certain property described in Appendix "A" attached hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds or dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds or dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form, to-wit.

BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties herein above described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a public nuisance and endanger the public safety.

NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH, REFUSE, AND DIRT

Notice is hereby given that on February 14, 2013, the City Council of the City of Santa Fe Springs passed or will pass a resolution declaring that noxious or dangerous weeds, sagebrush, and/or chaparral were growing upon or in front of said property or certain streets in said City or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a fire hazard or public nuisance which must be abated by the removal of said weeds, brush, rubbish, refuse, and dirt, otherwise they may be removed and the nuisance abated by City or County authorities and the cost of removal assessed upon the land from or in front of which the weeds, brush, rubbish, refuse, and dirt are removed, and such cost will constitute a special assessment against such lots or lands. In addition, the Board of Supervisors authorized and directed the Agricultural Commissioner to recover its costs of details. Reference is hereby made to said resolution for further details. All property owners having any objections to the proposed removal of weeds, brush, rubbish, refuse, dirt, and the recovery of inspection costs are hereby notified that they may attend a meeting of the City Council of the City of Santa Fe Springs to be held in the Council Chambers of said City at 6:00 p.m. on Thursday, February 28, 2013. Protests which are not resolved will be heard and given full consideration. If the property owner does not want to present objections to the proposed removal of the weeds, brush, rubbish, refuse, dirt, or to the recovery of inspection costs, he/she need not appear at the above-mentioned hearing.

Anita Jimenez, CMC
Deputy City Clerk of the
City of Santa Fe Springs

Property owners are advised that re-growth after first removal shall not be permitted, otherwise City crews may clear re-growth.

BE IT FURTHER RESOLVED THAT on the 28th day of February, 2013, at the hour of 6:00 p.m. of said day is the day and hour, at the Council Chambers of the City Council of the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds or dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds or dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

BE IT RESOLVED THAT the notices to destroy weeds or dry grass, stubble, refuse, or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 28, 2013.

PASSED and ADOPTED this 14th day of February, 2013.

MAYOR

ATTEST:

DEPUTY CITY CLERK

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 IN SEQ BY WEED-KEY, THEN PARCEL UNIMPROVED

DATE: 1/03/13

ZONE	CITY CODE	LOCATION	PARCEL	KEY
04	623	SHOEMAKER AVE	7005 001 802	8
04	623	13630 FIRESTONE BLVD	7005 014 047	8
04	623	CARENITA RD	7005 014 801	8
04	623	ALONDRA BLVD	7005 014 802	8
04	623	13560 FIRESTONE BLVD	7005 014 913	8
04	623	FIRESTONE BLVD	7005 014 914	8
04	623	13580 FIRESTONE BLVD	7005 014 915	8
04	623	13460 FIRESTONE BLVD	7005 014 917	8
04	623	FIRESTONE BLVD	7005 014 918	8
04	623	BELL RANCH DR	8002 019 042	8
04	623	10137 NORWALK BLVD	8005 012 047	8
04	623	12171 TELEGRAPH RD	8005 012 902	8
04	623	10025 BLOOMFIELD AVE	8005 015 011	8
04	623	TELEGRAPH RD	8005 015 024	8
04	623	12405 TELEGRAPH RD	8005 015 027	8
04	623	HERITAGE SPRINGS DR W	8009 001 089	8
04	623	HERITAGE SPRINGS DR E	8009 001 093	8
04	623	GARDEN PARKWAY	8009 001 095	8
04	623	CLARK ST	8009 001 096	8
04	623	CLARK ST	8009 001 097	8
04	623	GARDEN PARKWAY	8009 001 098	8
04	623	HERITAGE SPRINGS DR W	8009 001 099	8
04	623	GARDEN PARKWAY	8009 001 101	8
04	623	GARDEN PARKWAY	8009 001 108	8
04	623	GARDEN PARKWAY	8009 001 109	8
04	623	GARDEN PARKWAY	8009 001 110	8
04	623	GARDEN PARKWAY	8009 001 111	8
04	623	GARDEN PARKWAY	8009 001 112	8
04	623	GARDEN PARKWAY	8009 001 113	8
04	623	GARDEN PARKWAY	8009 001 114	8
04	623	GARDEN PARKWAY	8009 001 115	8
04	623	GARDEN PARKWAY	8009 001 116	8
04	623	GARDEN PARKWAY	8009 001 117	8
04	623	GARDEN PARKWAY	8009 001 133	8
04	623	GARDEN PARKWAY	8009 001 134	8
04	623	GARDEN PARKWAY	8009 001 135	8
04	623	GARDEN PARKWAY	8009 001 136	8
04	623	GARDEN PARKWAY	8009 001 137	8
04	623	GARDEN PARKWAY	8009 001 138	8
04	623	GARDEN PARKWAY	8009 001 139	8

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 IN SEQ BY WEED-KEY, THEN PARCEL UNIMPROVED

DATE: 1/03/13

ZONE	CITY CODE	LOCATION	PARCEL	KEY
04	623	GARDEN PARKWAY	8009 001 140	8
04	623	GARDEN PARKWAY	8009 001 141	8
04	623	LAVENDER CIR	8009 001 163	8
04	623	LAVENDER CIR	8009 001 164	8
04	623	LAVENDER CIR	8009 001 165	8
04	623	LAVENDER CIR	8009 001 166	8
04	623	LAVENDER CIR	8009 001 167	8
04	623	LAVENDER CIR	8009 001 168	8
04	623	LAVENDER CIR	8009 001 169	8
04	623	FUSHIA CIR	8009 001 170	8
04	623	FUSHIA CIR	8009 001 171	8
04	623	JASMINE CT	8009 001 184	8
04	623	JASMINE CT	8009 001 185	8
04	623	JASMINE CT	8009 001 186	8
04	623	JASMINE CT	8009 001 187	8
04	623	JASMINE CT	8009 001 188	8
04	623	JASMINE CT	8009 001 189	8
04	623	JASMINE CT	8009 001 190	8
04	623	MANDEVILLA CT	8009 001 191	8
04	623	MANDEVILLA CT	8009 001 192	8
04	623	MANDEVILLA CT	8009 001 193	8
04	623	MANDEVILLA CT	8009 001 194	8
04	623	CEDAR DR	8009 002 074	8
04	623	12301 HERITAGE SPRINGS DR	8009 003 141	8
04	623	12305 HERITAGE SPRINGS DR	8009 003 142	8
04	623	12309 HERITAGE SPRINGS DR	8009 003 143	8
04	623	12313 HERITAGE SPRINGS DR	8009 003 144	8
04	623	12317 HERITAGE SPRINGS DR	8009 003 145	8
04	623	12321 HERITAGE SPRINGS DR	8009 003 146	8
04	623	12325 HERITAGE SPRINGS DR	8009 003 147	8
04	623	12329 HERITAGE SPRINGS DR	8009 003 148	8
04	623	12333 HERITAGE SPRINGS DR	8009 003 149	8
04	623	12337 HERITAGE SPRINGS DR	8009 003 150	8
04	623	10454 ELDERBERRY LN	8009 003 172	8
04	623	10460 ELDERBERRY LN	8009 003 173	8
04	623	10466 ELDERBERRY LN	8009 003 174	8
04	623	10472 ELDERBERRY LN	8009 003 175	8
04	623	10478 ELDERBERRY LN	8009 003 176	8
04	623	10484 ELDERBERRY LN	8009 003 177	8
04	623	10457 ELDERBERRY LN	8009 003 178	8

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 IN SEQ BY WEED-KEY, THEN PARCEL UNIMPROVED

DATE: 1/03/13

ZONE	CITY CODE	LOCATION	PARCEL	KEY
04	623	10463 ELDERBERRY LN	8009 003 179	8
04	623	10469 ELDERBERRY LN	8009 003 180	8
04	623	10475 ELDERBERRY LN	8009 003 181	8
04	623	10481 ELDERBERRY LN	8009 003 182	8
04	623	10487 ELDERBERRY LN	8009 003 183	8
04	623	GARDEN PARKWAY	8009 004 078	8
04	623	GARDEN PARKWAY	8009 004 079	8
04	623	GARDEN PARKWAY	8009 004 080	8
04	623	GARDEN PARKWAY	8009 004 081	8
04	623	GARDEN PARKWAY	8009 004 082	8
04	623	GARDEN PARKWAY	8009 004 083	8
04	623	GARDEN PARKWAY	8009 004 084	8
04	623	GARDEN PARKWAY	8009 004 103	8
04	623	GARDEN PARKWAY	8009 004 104	8
04	623	GARDEN PARKWAY	8009 004 105	8
04	623	GARDEN PARKWAY	8009 004 106	8
04	623	GARDEN PARKWAY	8009 004 107	8
04	623	GARDEN PARKWAY	8009 004 116	8
04	623	GARDEN PARKWAY	8009 004 117	8
04	623	GARDEN PARKWAY	8009 004 118	8
04	623	GARDEN PARKWAY	8009 004 119	8
04	623	GARDEN PARKWAY	8009 004 121	8
04	623	GARDEN PARKWAY	8009 004 122	8
04	623	GARDEN PARKWAY	8009 004 123	8
04	623	GARDEN PARKWAY	8009 004 124	8
04	623	GARDEN PARKWAY	8009 004 127	8
04	623	GARDEN PARKWAY	8009 004 128	8
04	623	GARDEN PARKWAY	8009 004 129	8
04	623	FREEMAN AVE	8011 004 031	8
04	623	FREEMAN AVE	8011 004 058	8
04	623	FREEMAN AVE	8011 004 064	8
04	623	13007 TELEGRAPH RD	8011 005 013	8
04	623	FREMAN AVE	8011 007 026	8
04	623	FREMAN AVE	8011 007 027	8
04	623	ROMANDEL AVE	8011 007 028	8
04	623	ROMANDEL AVE	8011 007 029	8
04	623	ROMANDEL AVE	8011 007 038	8
04	623	ROMANDEL AVE	8011 007 040	8
04	623	ROMANDEL AVE	8011 007 041	8
04	623	ROMANDEL AVE	8011 007 043	8

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 IN SEQ BY WEED-KEY, THEN PARCEL UNIMPROVED

DATE: 1/03/13

ZONE	CITY CODE	LOCATION	PARCEL	KEY
04	623	12636 LOS NIETOS RD	8011 007 046	8
04	623	SANTA FE SPRINGS RD	8011 007 047	8
04	623	10712 LAUREL AVE	8011 009 935	8
04	623	LARUEL AVE	8011 011 906	8
04	623	LAKELAND RD	8011 011 907	8
04	623	LARUEL AVE	8011 011 912	8
- 04	623	13210 TELEGRAPH RD	8011 013 017	8
04	623	10765 PAINTER AVE	8011 015 041	8
04	623	TELEGRAPH RD	8011 017 015	8
04	623	TELEGRAPH RD	8011 017 035	8
04	623	TELEGRAPH RD	8011 017 036	8
04	623	TELEGRAPH RD	8011 017 037	8
04	623	SANDOVAL ST	8011 017 064	8
04	623	TELEGRAPH RD	8011 018 901	8
04	623	TELEGRAPH RD	8011 018 902	8
04	623	TELEGRAPH RD	8011 018 903	8
04	623	TELEGRAPH RD	8011 018 904	8
04	623	TELEGRAPH RD	8011 018 905	8
04	623	TELEGRAPH RD	8011 018 906	8
04	623	PARK AVE	8011 019 911	8
04	623	SANTA ANITA RTE 5 FWY	8017 018 800	8
04	623	FLORENCE AVE	8017 018 801	8
04	623	SANTA ANITA RTE 5 FWY	8017 018 802	8
- 04	623	13215 CAMBRIDGE ST	8059 001 017	8
04	623	SHOEMAKER AVE	8069 004 803	8
04	623	14150 ROSECRANS AVE	8069 006 044	8
04	623	BORATE ST	8069 008 804	8
04	623	BONAVISTA AVE	8069 011 801	8
04	623	BONAVISTA AVE	8069 011 802	8
04	623	MICA ST	8069 013 802	8
04	623	13500 EXCELSIOR DR	8069 016 010	8
04	623	13521 FREEWAY DR	8069 016 016	8
04	623	15105 RADIUS PL	8069 016 019	8
04	623	BUSCH PL	8167 001 807	8
04	623	9648 SANTA FE SPRINGS RD	8167 002 025	8
- 04	623	SANTA FE SPRINGS RD	8167 002 026	8
04	623	9951 GREENLEAF AVE	8167 002 049	8
04	623	GREENLEAF AVE	8167 002 051	8
- 04	623	9719 CARMENITA RD	8167 014 031	8
04	623	11770 BURKE ST	8168 001 010	8

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 IN SEQ BY WEED-KEY, THEN PARCEL UNIMPROVED

DATE: 1/03/13

ZONE	CITY CODE	LOCATION	PARCEL	KEY
04	623	NORWALK BLVD	8168 001 815	8
04	623	NORWALK BLVD	8168 001 816	8
04	623	SORENSEN AVE	8168 002 900	8
04	623	SORENSEN AVE	8168 002 901	8
04	623	DICE RD	8168 007 814	8
04	623	DICE RD	8168 007 816	8
04	623	SANTA FE SPRINGS RD	8168 011 802	8
04	623	SANTA FE SPRINGS RD	8168 011 803	8
04	623	SORENSEN AVE	8168 012 814	8
04	623	11790 SLAUSON AVE	8168 023 048	8
04	623	11904 WASHINGTON BLVD	8169 002 003	8
04	623	11920 WASHINGTON BLVD	8169 002 004	8
- 04	623	WASHINGTON BLVD	8169 002 006	8
04	623	11920 WASHINGTON BLVD	8169 002 024	8
04	623	PIONEER BLVD	8177 029 810	8
04	623	PIONEER BLVD	8177 029 815	8
04	623	PIONEER BLVD	8177 029 817	8
04	623	RANCHO SANTA GERTRUDES	8177 029 823	8
04	623	NORWALK BLVD	8178 004 065	8
04	623	LOS NIETOS RD	8178 035 811	8
04	623	DE COSTA AVE	8178 035 812	8
04	623	NORWALK BLVD	8178 035 815	8
04	623	RIVERA RD	8178 036 803	8
04	623	DE COSTA AVE	8178 036 804	8
04	623	PIONEER BLVD	8178 037 805	8
04	623	LOS NIETOS RD	8178 037 806	8
04	623	LOS NIETOS RD	8178 037 811	8
TOTAL VACANT/IMPROVED RECORDS			5	
TOTAL UNIMPROVED RECORDS			182	
TOTAL RECORDS			187	



City of Santa Fe Springs

City Council

February 14, 2013

NEW BUSINESS

Clarke Estate Enhancement Project: Carpet Replacement (10211 Pioneer Boulevard) – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids; and
2. Award a contract to Reliable Floor Covering Inc. of Westlake Village, California, in the amount of \$33,450.

BACKGROUND

The City Council, at their meeting of December 13, 2012, authorized the City Engineer to advertise for construction bids. The first and second floor carpet will be replaced due to the high level of foot traffic associated with the rental of the facility. The last time the first floor carpet was replaced was 2002 and the second floor in 1989, each floor has exceeded its service life. The proposed carpet will be comparable in texture and color to the existing carpet.

Bids were opened on January 22, 2013 and only one (1) bid was received. Upon receiving the bid, staff reviewed the proposal submitted to the City and has determined that the bid proposal was in compliance with the project specifications. The low bidder for the project was Reliable Floor Covering Inc. of Westlake Village, California, in the amount of \$33,450. The following represents the bid received and bid amount:

	<u>Company Name</u>	<u>Bid Amount</u>
1.	Reliable Floor Covering Inc.	\$33,450.00

The bid submitted by Reliable Floor Covering Inc. is approximately 16% below the Engineer's Estimate of \$40,000.

The Department of Public Works reviewed the bid and determined the low bid submitted by Reliable Floor Covering Inc. to be satisfactory and responsive.

FISCAL IMPACT

The total estimated cost for this project, including construction, engineering, inspection, overhead, and contingency is \$50,000. The City of Santa Fe Springs will be reimbursed up to \$150,000 by the Los Angeles County Regional Park and Open Space District for the cost of three projects at the Clarke Estate. This

Report Submitted By: Noe Negrete, Director
Department of Public Works

 Date of Report: February 6, 2013

project is the second project of three. Local funds will be needed only to make initial payments.



Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**CLARKE ESTATE ENHANCEMENT PROJECT
CARPET REPLACEMENT (10211 PIONEER BOULEVARD)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this ____ day of _____, 20__, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and _____, as CONTRACTOR in the amount of \$_____.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

By: _____
CONTRACTOR

ADDRESS

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council

February 14, 2013

NEW BUSINESS

Clarke Estate Enhancement Project: Storage Shed Improvements (10211 Pioneer Boulevard) – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids; and
2. Award a contract to Corral Construction & Development Inc. of Commerce, California, in the amount of \$20,506.

BACKGROUND

The City Council, at their meeting of December 13, 2012, authorized the City Engineer to advertise for construction bids. The project consists of constructing a walkway to an existing storage shed located on the west side of the property. A portion of the block wall will be removed and a steel gate installed to allow direct access from the storage shed to the walkway. In addition, a "Tuff Shed" will be installed on the east side of the property to increase storage capacity. Both of the storage sheds will house tables and chairs associated with the rental of the Clarke Estate.

Bids were opened on January 22, 2013 and a total of eight (8) bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and has determined that seven of the eight bid proposals are in compliance with the project specifications. The bid submitted by Americal Builders Inc. contained mathematical errors and due to these errors the bid was deemed non-responsive. The low bidder for the project was Corral Construction & Development Inc. of Commerce, California, in the amount of \$20,506. The following represents the bids received and the amount of each bid:

	<u>Company Name</u>	<u>Bid Amount</u>
1.	Corral Construction & Development Inc.	\$20,506.00
2.	M.C. Alyea Construction	\$23,122.46
3.	Fortex Construction Inc.	\$23,675.00
4.	Gamma Builders, Inc.	\$25,804.25
5.	R.G. Erillo Construction	\$26,734.01
6.	Aghapy Group Inc.	\$27,844.00
7.	Pacific Construction Co. Inc.	\$30,554.00
8.	Americal Builders, Inc.	(Non-Responsive)

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: February 5, 2013

The bid submitted by Corral Construction & Development Inc. is approximately 24% below the Engineer's Estimate of \$27,000.

The Department of Public Works has reviewed the bids and has determined the low bid submitted Corral Construction & Development Inc. to be satisfactory and responsive.

FISCAL IMPACT

The total estimated cost for this project, including construction, engineering, inspection, overhead, and contingency is \$30,000. The City of Santa Fe Springs will be reimbursed up to \$150,000 by the Los Angeles County Regional Park and Open Space District for the cost of three projects at the Clarke Estate. This project is the final project of the three. Local funds will be needed only to make initial payments.



Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**CLARKE ESTATE ENHANCEMENT PROJECT
STORAGE SHED IMPROVEMENTS (10211 PIONEER BOULEVARD)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this ____ day of _____, 20__, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and _____, as CONTRACTOR in the amount of \$_____.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

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By: _____
CONTRACTOR

ADDRESS

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council Meeting

February 14, 2013

NEW BUSINESS

Valley View Avenue Grade Separation Project – Approval of Contract Change Order No. 6

RECOMMENDATION

That the City Council take the following actions:

1. Approve Contract Change Order No. 6 in the amount of \$321,969.00; and
2. Authorize the Director of Public Works to execute Contract Change Order No. 6.

BACKGROUND

The Valley View Avenue Grade Separation Project will involve the modification of the existing at-grade crossing of the Burlington Northern Santa Fe Railway on Valley View Avenue south of Stage Road. The intersection of Valley View Avenue and Stage Road will be lowered so that Valley View Avenue will pass beneath the existing railroad tracks.

Staff and AECOM, the City's construction management consultant, have negotiated with the Griffith Company on a change order in the amount of \$321,969.00, which accounts for the acceleration of the project schedule in order to meet the cutover schedule of the detour road and shoofly.

Including this change order, the total construction costs are as follows:

▪ Original Contract Amount	\$ 23,874,852.30
▪ Contract Change Order No. 1	\$ 86,856.00
▪ Contract Change Order No. 2	\$ 10,000.00
▪ <i>Contract Change Order No. 3</i>	\$ 131,224.00
▪ Contract Change Order No. 4	\$ 9,848.00
▪ Contract Change Order No. 5	\$ 28,016.00
▪ <u>Contract Change Order No. 6</u>	<u>\$ 321,969.00</u>
Revised Construction Contract Amount	\$ 24,462,765.30

The City has coordinated extensively with the Burlington Northern Santa Fe (BNSF) Railway Company to find a date to move trains from the existing mainline tracks and onto the shoofly. BNSF has coordinated this issue with their users (BNSF Freight, Amtrak and Metrolink commuter trains) and established this window of time as Thursday, February 21, 2013 from 8 p.m. to Monday, February 25, 2013 to 5 a.m. In addition, during this time Valley View Avenue will be closed to through traffic from Gannet Avenue to Rosecrans Avenue. Limited access will be granted to local traffic. BNSF cannot guarantee that another four day window can be obtained in the

near future if the aforementioned cutover window can not be realized. Another alternative was to have two consecutive weekend closures to perform this work. This alternative is not acceptable to the City due to the impact on the surrounding businesses and residents.

The project was necessary to accelerate mainly due to the Southern California Gas Company (Gas Co.) starting at the same time as the contractor and not completing its work per the original scheduled timeframe. The Gas Co. relocation work delayed the contractor from performing his work. In addition, there have been weather related delays on the project due to rain.

FISCAL IMPACT

Project costs, including the cost of construction, will be reimbursed from State and Federal funds that have been allocated to the project. Local funds will be needed only to make initial payments. The additional costs have been budgeted into the overall project cost and the contract change order is within our construction contingency on the project.

INFRASTRUCTURE IMPACT

The approval of Contract Change Order No. 6 allows for the acceleration of the project schedule in order to meet the cutover schedule of the detour road and shoofly.



Thaddeus McCormack
City Manager

Attachment:

Contract Change Order No. 6

CHANGE ORDER 006

Title: CN 033- Project Schedule Acceleration

TABLE OF CONTENTS

1 CHANGE ORDER 006

- Signed Original of Change Order 006
- Signed Original CN 033
- Summary Record of Negotiations
- RE's Fair Cost Estimate (FCE)
- Griffith's Cost and Schedule Proposal (CSP)
- RE's Time Impact Analysis (TIA)



CITY OF SANTA FE SPRINGS
11710 Telegraph Road
Santa Fe Springs, CA 90670

You are hereby directed to make the following changes, described below, from the Plans and Specifications; or to do the following work, described below, which was not included in the Plans and Specifications on this Contract.

II. SUMMARY OF CHANGE:

Except as provided herein, all terms and conditions of the Contract remain unchanged. The terms and conditions of this contract modification constitute full accord and satisfaction for all cost and time of performance related to the change described or reference herein. If the Contractor does not sign acceptance of this Change Order, the Contractor shall proceed with the work in accordance with the Contract General Provisions, Section 3-5 Disputed Work.

Date _____

Date _____

Date _____



CHANGE NOTICE

CN NO. 033

CITY OF SANTA FE SPRINGS

11710 Telegraph Road
Santa Fe Springs, CA 90670

PROJECT NAME: Valley View Avenue Grade Separation		FED. CONTRACT NO: DEML 02-5340 (011)	DATE:
STATE OF CALIFORNIA CONTRACT NO: 75A0229		INITIATED BY: Resident Engineer	1/10/2013
CHANGE TITLE: Project Schedule Acceleration			SOURCE:
CONTRACTOR: GRIFFITH COMPANY		ATTENTION: Kash Khan	

You are hereby directed to make changes to the Plans and Specifications in accordance with Section 3 - Changes in work of the Contract General Provisions.

☒ This Change Notice is being issued for **Cost and Schedule Proposal only** as described below. You are not authorized to proceed with any work until issuance of the Change Order.

☐ This Change Notice authorizes work to proceed as directed below. The total cost of this work shall not exceed \$_____. The Contractor shall submit a cost and schedule proposal within ten (10) working days upon receipt of this Change Notice.

☐ This Change Notice authorizes work to proceed as directed below on a Time and Material basis in accordance with Section 3-3.2.2, in an amount not to exceed \$_____.

CHANGE DESCRIPTION:

Contract Special Provisions Section 6-7, Time of Completion requires that Interim Milestone #1- *the opening of Valley View Detour Road to vehicular traffic and the opening of the two-track shoofly to train traffic* be achieved within 160 working days after Construction Notice to Proceed.

Due to operational constraints with all the users (BNSF freight, Amtrak and Metrolink commuter trains), the BNSF Railroad had secured a 4 days shoofly cutover window starting Thursday night on February 21 to Monday morning on February 25, 2013. BNSF cannot guarantee that another 4 days window can be obtained in the near future if the aforementioned cutover window cannot be realized. Another alternative is a two - weekend closures for the cutover which will have unacceptable impact to businesses and residents.

The slippage of the February 21, 2013 window will also have broader implications on the final project completion date of early October 2014 as the majority of the Temporary Construction Easement (TCE) will expire on November 1, 2014. The cost implications of TCE extension are unknown and might be substantial.

Construction Notice to Proceed was given to Griffith Company (contractor) on August 20, 2012. Non working days were granted to the contractor due to concurrent work by the Gas Company on the relocation of the 16" gas main and weather related days. The Gas Company's work was supposed to be done in Phase 0, before the project started. However, Gas Company started the week of August 20, 2012 the same time as the start of the project by Griffith Company.

The Contractor was directed to accelerate the project to meet the February 21, 2013 detour road and shoofly cut over date.

The Resident Engineer and the Contractor determined that acceleration should start November 26, 2012 to January 15, 2013 (see attached schedule) in order to meet the shoofly cutover schedule. It is estimated that increased crew size and average 10 hours and weekend work will be necessary. The trades and crew size that will support acceleration were estimated as follow:

- 1) Roadway/grading/backfill:
Crew size: 2 Foreman, 5 Operators, 4 Laborers and 2 grade checkers
- 2) Underground (Sewer/Storm Drain and Water main)
Crew size: 2 Foreman, 4 Operators and 8 Laborers



CHANGE NOTICE

CN NO. 033

CITY OF SANTA FE SPRINGS

11710 Telegraph Road

Santa Fe Springs, CA 90670

CHANGE DESCRIPTION: (continued)

3) Structures (Retaining Wall #6)

Crew size: 3 Foreman, 2 Operators, 9 Laborers and 15 Carpenters


4) Subcontractors

Blue Iron (install shoring), Integrity Rebar (Rebar for RW #6), Golden State (install steel casings under tracks) and Rent for Rent (Sewer bypass)

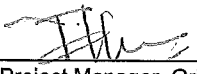
Contractor is requested to submit a cost and schedule proposal pursuant to Section 3 of the General Provisions.


Peter Ho, PE, Resident Engineer

1/10/13
Date


Noe Negrete, PE, Director of Public Works

1/10/13
Date


Kash Khan, Project Manager, Griffith Company

1/10/13
Date

**CITY OF SANTA FE SPRINGS**

11710 Telegraph Road

Santa Fe Springs, CA 90670

**SUMMARY RECORD
OF NEGOTIATIONS**

PAGE 1 OF [2]

CO NO.:	06
CN NO.:	033
DATE:	1/17/2013

PROJECT NAME:	Valley View Avenue Grade Separation	CHANGE TITLE:	Project Schedule Acceleration
CONTRACTOR:	Griffith Company	CA CONTRACT NO.	75A0229

THE FOLLOWING IS AN ACCURATE STATEMENT OF:	<input checked="" type="checkbox"/> NEGOTIATIONS <input type="checkbox"/> TIME AND MATERIAL COST RECONCILIATION
--	--

DATE(S) OF NEGOTIATION: 1/14/13	LOCATION: Valley View CM Field Office - Santa Fe Springs, CA
---------------------------------	--

ATTENDEES: Peter Ho (RE); Kash Khan (Griffith)

SUMMARY OF AGREEMENT	A) COST: \$321,969.00	B) SCHEDULE CHANGE: 0 WD
----------------------	------------------------------	---------------------------------

SUMMARY OF NEGOTIATIONS:

The RE met with the contractor on January 14, 2013 to review the scope and negotiate CN 33, Project Schedule Acceleration.

Contractor's estimate: \$ 380,194

Engineer's Fair Cost Estimate (FCE): \$ 321,969

Differential: \$ 58,225

Review of the cost differential found that the contractor used a slight variation of the agreed schedule duration, crew size and premium for all trades. The RE used the actual agreed duration, crew size and premium taken from submitted loaded labor rates.

A review of the details of the two estimates was performed during negotiations. On materials (extra form and form liners), the RE contended that the extra material procured for the acceleration can be reused by the contractor and the project should not be charged the full price of the purchase. FCE allocated a portion of the materials cost to the cost for acceleration. The contractor contended that the schedule did not take into considerations weather, inefficiency and other unknown impacts. The RE pointed out that the agreed upon schedule durations for various activities and the crew size (as written in the Change Notice) should be used in the estimates. The RE in his FCE has provided a 15% contingency/inefficiency to account for these unknowns. After further discussions, the contractor agreed to accept the RE's FCE for acceleration due to extra labor and materials.


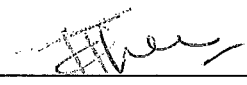
Cost for Griffith Co for labor and materials was agreed to be \$ 68,581 + \$ 72,418 + \$ 73,244 + \$ 45,164
= \$ 259,407

For subcontractor's support services, FCE had \$ 62,562 and contractor had \$ 81,000. It was agreed that these support services were difficult to estimate due to the nature of the services required. After further discussions, the contractor agreed to accept the RE's FCE as it more closely relates to the schedule in the respective work activities.

The negotiations resulted in the contractor accepting the RE's FCE of \$ 259,407 + \$ 62,562 = \$ 321,969 as the final cost for acceleration.

The agreed lump sum cost for this Change Order also includes the followings:

- 1) The agreed price constitutes full compensation for all costs including weather related delays and inefficiencies associated with this acceleration to meet datelines below.
- 2) The contractor shall deliver the west shoofly to BNSF to start track construction on Dec 17, 2012 allowing 5 days for Southern California Edison (SCE) for poles relocation.
- 3) The contractor shall deliver the east shoofly to BNSF to start track construction on January 21, 2013 allowing 5 days for Southern California Edison (SCE) for poles relocation.
- 4) The contractor will take additional measures such as further increasing resources to meet schedule in items (2) and (3) above. No additional compensation will be allowed for this additional effort if needed.
- 5) The delays (non-working days) due to weather and Gas Company granted for Milestone #1 will be reset to zero.

CONSTRUCTION MANAGER: AECOM		CONTRACTOR: GRIFFITH COMPANY	
Signature:		Signature:	
Name/Title:	Peter Ho, Resident Engineer	Name/Title:	Kash Khan, Project Manager
Date:	17-Jan-13	Date:	17-Jan-13

Valley View Ave Grade Separation

Fair Cost Estimate (FCE)
By Peter Ho (RE)

Contract No. 2012-05

CHANGE NOTICE # 33
Project Acceleration

Scope:

- 1) Mon to Fri: 12 hours work day, 4 hours of premium time
- 2) Saturday: 10 hours work day, 10 hours of premium time
- 3) Sunday: 8 hours work day, 8 hours of Double time
- 4) Acceleration schedule submitted by Contractor and agreed by RE

A) Roadway/Grading/Backfill								
	Foreman (2 EA)		Operator (5 EA)		Laborers (4 EA)		Grade Checkers (2 EA)	
	1.5 OT	DT	1.5 OT	DT	1.5 OT	DT	1.5 OT	DT
Backfill RW 5	8		20		16		8	
Nov 26 (Mon)	8		20		16		8	
Nov 27 (Tues)								
Water line pit								
Nov 26 (Mon)	8		20		16		8	
Nov 27 (Tues)	8		20		16		8	
Nov 28 (Wed)	8		20		16		8	
Nov 29 (Thurs)	8		20		16		8	
Grade for shoofly (West)								
Dec 5 (Wed)	8		20		16		8	
Dec 6 (Thurs)	8		20		16		8	
Dec 7 (Fri)	8		20		16		8	
Dec 8 (Sat)	20		50		40		20	
Excavate/backfill SD pits (East)								
3 weekdays	24		60		48		24	
Excavate/backfill sewer pits (East)								
3 weekdays	24		60		48		24	
Excavate RW 6								
Dec 10 (M)	8		20		16		8	
Dec 11 (T)	8		20		16		8	
Dec 12 (W)	8		20		16		8	
Dec 13 (T)	8		20		16		8	
Dec 14 (F)	8		20		16		8	
Backfill RW 6								
Dec 31 (M)	8		20		16		8	
Jan 2 (W)	8		20		16		8	
Jan 3 (T)	8		20		16		8	
Jan 4 (F)	8		20		16		8	
Jan 5 (S)	20		50		40		20	
Jan 6 (Sun)		16		40		32		16
Grade for shoofly (East)								
Jan 3 (T)	8		20		16		8	
Jan 4 (F)	8		20		16		8	
Jan 5 (S)	20		50		40		20	
Jan 6 (Sun)		16		40		32		16
Jan 7 (M)	8		20		16		8	
Jan 8 (T)	8		20		16		8	
Jan 9 (W)	8		20		16		8	
	292	32	730	80	584	64	292	32
Premium time	\$28		\$27		\$22		\$27	
Double time		\$56		\$54		\$45		\$54
Total	\$8,132	\$1,782	\$19,827	\$4,345	\$13,026	\$2,855	\$7,931	\$1,738
Contingency/Inefficiency (15%)	\$1,220	\$267	\$2,974	\$652	\$1,954	\$428	\$1,190	\$261
Sub total	\$9,352	\$2,050	\$22,801	\$4,997	\$14,980	\$3,283	\$9,120	\$1,999

\$68,581

AECOM Construction Management

B) Underground							
	Foreman (2 EA)		Operator (4 EA)		Laborers (8 EA)		
	1.5 OT	DT	1.5 OT	DT	1.5 OT	DT	
Sewer behind RW 5							
Nov 26 (M)	8		16		32		
Nov 27 (T)	8		16		32		
Nov 28 (W)	8		16		32		
Nov 29 (T)	8		16		32		
Nov 30 (F)	8		16		32		
Dec 1 (S)	20		40		80		
Dec 2 (Sun)		16		32		64	
Waterline behind RW 5							
Dec 3 (M)	8		16		96		
Dec 4 (T)	8		16		96		
Dec 5 (W)	8		16		96		
Sewer Lateral at Cul-de Sac							
Dec 6 (T)	8		16		96		
Dec 7 (F)	8		16		96		
Remove sewer lateral at RW 6							
Dec 10 (M)	8		16		96		
Temp 18" sewer at RW 6							
Nov 28 (W)	8		16		96		
Nov 29 (T)	8		16		96		
Nov 30 (F)	8		16		96		
Install sewer by-pass at RW 6							
Nov 30 (F)	8		16				
Dec 1 (S)	20		40		80		
Dec 2 (Sun)		16		32		64	
By-pass Tie in sewer at RW 6							
Dec 3 (M)	8.0		16		96		
Dec 4 (T)	8.0		16		96		
36" Storm Drain behind RW 6							
Jan 2 (W)	8.0		16		96		
Jan 3 (T)	8.0		16		96		
Jan 4 (F)	8.0		16		96		
	200	32	400	64	1,664	128	
Premium time	\$22		\$27		\$22		
Double time		\$44		\$54		\$45	
Total	\$4,400	\$1,408	\$10,864	\$3,476	\$37,114	\$5,709	
Contingency/Inefficiency (15%)	\$660	\$211	\$1,630	\$521	\$5,567	\$856	
Sub total	\$5,060	\$1,619	\$12,494	\$3,998	\$42,682	\$6,566	\$72,418
C) Structures (2 shifts)							
	Foreman (3 EA)		Operator (2 EA)		Laborers (9 EA)		Carpenters (15 EA)
	1.5 OT	DT	1.5 OT	DT	1.5 OT	DT	1.5 OT DT
Dec 13 (T)	12		8		36		60
Dec 14 (F)	12		8		36		60
Dec 15 (S)	30		20		90		150
Dec 16 (Sun)		30		20		90	150
Dec 17 (M)	12		8		36		60
Dec 18 (T)	12		8		36		60
Dec 19 (W)	12		8		36		60
Dec 20 (T)	12		8		36		60
Dec 21 (F)	12		8		36		60
Dec 22 (S)	30		20		90		150
Dec 23 (Sun)		30		20		90	150
Dec 24 (M)	12		8		36		60
	156	60	104	40	468	180	780 300
Premium time	28		27		22		24
Double time		55		54		45	47
Total	\$4,316	\$3,320	\$2,825	\$2,173	\$10,438	\$8,029	\$18,421 \$14,170
Contingency/Inefficiency (15%)	\$647	\$498	\$424	\$326	\$1,566	\$1,204	\$2,763 \$2,126
Sub total	\$4,963	\$3,817	\$3,248	\$2,498	\$12,004	\$9,233	\$21,184 \$16,296
Griffith Company (Labor)							\$73,244
							\$214,243

AECOM Construction Management

D) Extra Equipments and Materials							
	Qty (Days)	Rate/day					
a) Crane Rental for form installation and removal	12	\$1,297.00					\$15,564
Link Belt LS 5800A							
b) Extra wall forms	0.5	\$8,000.00					\$4,000
Info provided by contractor							
Pay 50% since form is reusable							
c) Form liner	0.8	\$32,000.00					\$25,600
Info provided by contractor							
Reusable limited pay 80%							
						Griffith Company (Materials)	\$45,164
Support Services by Subcontractors							
1) Shoring Installation and Removal at RW 6 (Blue Iron)							
- Worked extra hours to support acceleration							
- Add an additional drill rig to increase production							
	Foreman (1 EA)		Operator (2 EA)		Pile Driver (4 EA)		
	1.5 OT	DT	1.5 OT	DT	1.5 OT	DT	
7 weekdays (4 hours premium)	28		56		112		
2 weekends (10 hours 1.5 OT)	20		40		80		
2 weekend (8 hours DT)		8		16		32	
	48	8	96	16	192	32	
Premium time	\$25		\$25		\$25		
Double time		\$54		\$54		\$50	
Total	\$1,200	\$432	\$2,400	\$864	\$4,800	\$1,600	
Contingency/Inefficiency (15%)	\$180	\$65	\$360	\$130	\$720	\$240	
Sub total	\$1,380	\$497	\$2,760	\$994	\$5,520	\$1,840	\$12,990
Equipment move	2.0	EA	\$5,000				\$10,000
							\$22,990
						Blue Iron Total	
2) Rebar for RW 6 (Integrity Rebar)							
- Worked extra hours to support acceleration							
- Schedule follows RW structures							
	Foreman (1 EA)		Iron Workers (10 EA)				
	1.5 OT	DT	1.5 OT	DT			
6 weekdays (4 hours premium)	24		240				
2 weekends (10 hours 1.5 OT)	20		200				
2 weekend (8 hours DT)		16		80			
	44	16	440	80			
Premium time	\$20		\$20				
Double time		\$50		\$45			
Total	\$880	\$800	\$8,800	\$3,600			
Contingency/Inefficiency (15%)	\$132	\$120	\$1,320	\$540			
Sub total	\$1,012	\$920	\$10,120	\$4,140			\$16,192
					Integrity Rebar Total		
3) Jacking of Storm Drain Casing (Golden State Boring)							
- Jack steel casing for Storm drain under RR tracks							
	Foreman (1 EA)		Operator (2 EA)		Laborers (4 EA)		
	1.5 OT	DT	1.5 OT	DT	1.5 OT	DT	
14 weekdays (4 hours premium)	56		112		224		
3 weekends (10 hours 1.5 OT)	30		60		120		
	86	0	172	0	344	0	
Premium time	\$25		\$25		\$20		
Double time		\$54		\$54		\$35	
Total	\$2,160	\$0	\$4,300	\$0	\$6,880	\$0	
Contingency/Inefficiency (15%)	\$323	\$0	\$645	\$0	\$1,032	\$0	
Sub total	\$2,473	\$0	\$4,945	\$0	\$7,912	\$0	\$15,330
					Golden State Total		
4) Quality Control (RMC)							
	QC Inspector (1 EA)						
	1.5 OT	DT					
30 weekdays (4 hours premium)	120						
6 weekends (10 hours 1.5 OT)	60						
4 weekends (8 hours DT)		32					
	180	32					
Premium time	\$30						
Double time		\$50					
Total	\$5,400	\$1,600					
Contingency/Inefficiency (15%)	\$810	\$240					
Sub total	\$6,210	\$1,840					\$8,050
					RMC Total		
					Acceleration Grand Total		\$321,969

Based on Certified payroll submitted by Griffith Company

Grading	<u>Regular</u>	<u>1.5OT</u>	<u>DT</u>			
Foreman	\$73.34	\$100.41	\$127.48	Jeffery Damon		
	\$79.74	\$108.37	\$137.00	David Frasso		
Ave	\$76.54	\$104.39	\$132.24			
Premium		\$27.85	\$55.70			
Operator	\$76.88	\$104.08	\$131.27	Scott Angus		
	\$76.73	\$103.85	\$130.97	Brandon Dennis		
Ave	\$76.81	\$103.97	\$131.12			
Premium		\$27.16	\$54.32			
Laborers	\$57.13	\$76.09	\$95.05	Group 1		
	\$60.70	\$81.45	\$102.20	Group 4		
	\$76.88	\$104.08	\$131.27	Group 8		
Ave	\$64.90	\$87.21	\$109.51			
Premium		\$22.30	\$44.60			
Grade checker						
Premium		\$27.16	\$54.32	same as operating engineers		

Underground

	<u>Regular</u>	<u>1.5OT</u>	<u>DT</u>			
Foreman	\$63.56	\$83.81	\$104.06	Salvador Corcoles		
	\$66.71	\$90.46	\$114.22	Joshua Gerlek		
Ave	\$65.14	\$87.14	\$109.14			
Premium		\$22.00	\$44.01			
Operator		\$27.16	\$54.32	Same as Grading		
Laborers		\$22.30	\$44.60	Same as Grading		

Structures

	<u>Regular</u>	<u>1.5OT</u>	<u>DT</u>			
Foreman	\$70.34	\$98.34	\$126.34	John Cook		
	\$68.99	\$96.32	\$123.64	Juan Gomez		
Ave	\$69.67	\$97.33	\$124.99			
Premium		\$27.67	\$55.33			
Operator		\$27.16	\$54.32	Same as grading		
Laborers		\$22.30	\$44.60	Same as grading		
Carpenters	\$64.94	\$90.24	\$115.54	Richard Latimer		
	\$63.56	\$83.81	\$104.06	Victor Valencia (Cement Mason)		
	\$64.94	\$90.24	\$115.54	Eligo Rincon		
Ave	\$64.48	\$88.10	\$111.71			
Premium		\$23.62	\$47.23			

Griffith Company
Valley View Grade Separation Project
CHANGE NOTICE # 33
Acceleration Schedule Cost

Item #	Description	Crew Size	Qty's	UM	Unit Direct Cost	Total Direct Cost	Labor	Equip.	Material	Subs
1	Roadway									
	Laborer OT	2 FM-5 operators-4 Labors- Grade checkers	2	1584 HR	\$31.00	\$49,104.00	\$49,104.00	\$0.00	\$0.00	\$0.00
	Laborer DT			576 HR	\$50.00	\$28,800.00	\$28,800.00	\$0.00	\$0.00	\$0.00
	Total					\$49,104.00	\$49,104.00	\$0.00	\$0.00	\$0.00
	Labor Mark Up 20%					\$9,820.80				
	Equipment Mark Up 15%					\$0.00				
	Material Mark Up 15%					\$0.00				
	Grand Total					\$58,924.80				


Item #	Description	Crew Size	Qty's	UM	Unit Direct Cost	Total Direct Cost	Labor	Equip.	Material	Subs
2	Under ground									
	Laborer OT			1536 HR	\$31.00	\$47,616.00	\$47,616.00	\$0.00	\$0.00	\$0.00
	Laborer DT	2 FM-4 operators-8 Labors		320 HR	\$50.00	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$0.00
	Total					\$47,616.00	\$47,616.00	\$0.00	\$0.00	\$0.00
	Labor Mark Up 20%					\$9,523.20				
	Equipment Mark Up 15%					\$0.00				
	Material Mark Up 15%					\$0.00				
	Grand Total					\$57,139.20				

Item #	Description	Crew Size	Qty's	UM	Unit Direct Cost	Total Direct Cost	Labor	Equip.	Material	Subs
3	Structures									
	Laborer OT	3 FM- 2 operators- 9 Labors- 15 Carpentors	1280	HR	\$31.00	\$39,680.00	\$39,680.00	\$0.00	\$0.00	\$0.00
	Laborer DT		480	HR	\$50.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00
	Flat Bed to move forms		40	HR	\$100.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00
	Crane		80	HR	\$250.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00
	Forms		1	LS	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00
	Formliner 2000SF x \$18		3500	SF	\$16.00	\$56,000.00	\$0.00	\$0.00	\$56,000.00	\$0.00
	Total					\$151,680.00	\$63,680.00	\$24,000.00	\$64,000.00	\$0.00
	Labor Mark Up 20%					\$12,736.00				
	Equipment Mark Up 15%					\$3,600.00				
	Material Mark Up 15%					\$9,600.00				
	Grand Total					\$177,616.00				

**CITY OF SANTA FE SPRINGS**

11710 Telegraph Road

Santa Fe Springs, CA 90670

TIME IMPACT ANALYSIS		CO NO.:	006
		CN NO.:	033
		DATE:	1/17/2013
PROJECT NAME:	Valley View Ave. Grade Separation	CHANGE TITLE:	Project Schedule Acceleration
CONTRACTOR:	Griffith Company	CA CONTRACT NO.	75A0229
TIME IMPACT SUMMARY	<input type="checkbox"/> NO EFFECT	<input checked="" type="checkbox"/> MILESTONE AFFECTED	<input type="checkbox"/> CONTRACT DURATION AFFECTED
LIST ALL MILESTONES AFFECTED		+ / -	Time Adjustment (Working Days)
1. Milestone #1 : Shoofly and Detour Road		+	See comments below
2.		+	
3.		+	
4.		+	
5.		+	
6.		+	
7.		+	
CHANGE TO CONTRACT DURATION		+	0 WD
FRAGNET: Identify all critical schedule activities affected)			
COMMENTS: The end result of this schedule acceleration will eliminate all negative floats to Milestone # 1 due to weather and other time related delays.			
Signature: 		Title: Resident Engineer	1/17/2013



NEW BUSINESS

Authorize the Purchase of One (1) Grant-Funded Fire-Rescue Utility Vehicle

RECOMMENDATION

That the City Council authorize the Director of Purchasing to purchase one Ford F-250 utility truck from Carmenita Ford in the amount of \$42,188.08

BACKGROUND

On February 5, 2013, the Department of Fire-Rescue learned that it was awarded \$54,599 in grant funding through the 2010 State Homeland Securities Grant Program (SHSGP), administered through the County of Los Angeles. As with past grants, the funds must be used for specific purposes and expended promptly (no later than March 13, 2013). Specifically, the grant allows us to purchase a utility vehicle, related equipment, and other services.

The recommended utility vehicle (Ford F-250 utility pickup truck) would be primarily employed in the transport of personnel and equipment to emergency scenes involving Hazmat and Urban Search & Rescue and training locations. Staff contacted four (4) vendors requesting that they submit a bid. Unfortunately, only one vendor is able to provide the vehicle with the required equipment in the timeframe needed to satisfy the grant. Following is a summary of the bid results:

<u>Vendor</u>	<u>Amount</u>
Carmenita Ford	\$42,188.08
Downtown Ford Sales (Sacramento)	Not Responsive
Ken Grody Ford	Not Responsive
Montebello Ford	Not Responsive

While there was only one responsive vendor, the bid amount seems to be reasonable. It is in line with a similar Ford F-250 utility pickup truck acquisition through the State of California purchasing contract in March 2012 for \$42,736.

FISCAL IMPACT

The proposed purchase is fully covered by grant funds with no City matching funds required.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

Attachment:

Bid Response - Carmenita Ford



Date:	February 7, 2013	MOTOR VEHICLE BUYER'S ORDER		Salesperson:	Rigo Guillen
Purchaser:	Santa Fe Springs Fire & Rescue	Contact:	Brent Hayward		
Address:	11300 Greenstone Ave	City, State:	Santa Fe Springs, CA	Zip:	90670
Bus. Phone:	562-944-9713	Cell Phone:	949-903-4058	Fax Number:	-
				Res. Phone:	

I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery is to be made _____, or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

VEHICLE	Quantity:	Year:	Make:	Series Name:	Body Style:	Engine:	Transmission:
	1	2013	Ford	F-250	Pick Up	Diesel	Auto
	GVWR:	Color:	Stock #:	Wheelbase:	Cab to Axle:	VIN:	
	10,000	Vermillion Red	TBD	172		TBD	
	Warranty:						
MSRP - Options and Discounts	VEHICLE DESCRIPTION						
	Pricing Includes Government Price Concession, Cost for Shipping from Nor Cal, Spray In Bed Liner & Window Tint						
	Does Not Include: XLT, Cloth Seats, Rear Sliding Window, Heavy Duty Suspension, Remote Entry Tailgate Step, and 6.5' Bed						
	See Attached Window Sticker for Truck Details.						
	PRICING						
	Manufacturer's Suggested Retail Price						
	EXTENDED SERVICE POLICY						
	DISCOUNTS						
DESCRIPTION OF TRADE-IN		CREDITS			Cash Price of Vehicle & Accessories		\$38,099.56
Year:	Make:	Payoff to:			Documentary Preparation Charge		109.00
VIN:		Used Trade-In Allowance			Sales Tax - 9.00%		3,438.77
Extra Equipment / Body Style		Less Balance Owed on Trade-In			Lender's Admin Fee		
		Not Trade-In Allowance		\$ -	California Tire Fee		8.75
		Deposit Amount			Est. Lic , Trans. , Reg. & Other Fees		532.00
		Rebate			Total Cash Price		\$42,188.08
		Balance of Down Payment Due		\$ -	● Less Total Credits		\$ -
Mileage:		● Total Credits		\$ -	Unpaid Cash Balance Due		\$42,188.08

WARNING – Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The first and second page of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS
HEREBY ACKNOWLEDGED BY PURCHASER

I have read, and I understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

By _____ CARMENITA TRUCK CENTER

Purchaser _____
Purchaser's Signature



City of Santa Fe Springs


City Council Meeting

February 14, 2013

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	González
Beautification	1	Moore
Community Program	2	Rios
Community Program	3	Rounds
Community Program	5	Trujillo
Historical	2	Rios
Historical	2	Rounds
Historical	2	Trujillo
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	2	Rios
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	3	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership	1	Rios
Youth Leadership	1	Rounds

Applications received: None.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Marcus Hernandez

Community Program

Marcus Hernandez

Family & Human Services

Marcus Hernandez

Heritage Arts

Vaibhav Narang

Historical

Marcus Hernandez

Personnel Advisory Board

Parks & Recreation

Planning Commission

Vaibhav Narang

Senior Citizens Advisory

Sister City

Marcus Hernandez

Traffic Commission

Vaibhav Narang

Youth Leadership

BEAUTIFICATION COMMITTEE

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

Mary Jo Haller 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(14)
	Paula Minnehan	(14)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Vacant	(13)
Rios	Mary Reed	(14)
	Charlotte Zevallos	(14)
	Vaibrav Narang	(14)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Mary Arias	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Trujillo	Mary Jo Haller	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	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.

Mary Jo Haller 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Kim Mette	(14)
	Cecilia Leader	(13)
	Frank Leader	(13)
Moore	Rosalie Miller	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rios	Francis Carbajal	(14)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(14)
	Vacant	(13)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

Mary Jo Haller 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(14)
	Josephine Santa-Anna	(14)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(14)
	Brandy Ordway-Roach	(13)
	Margaret Bustos*	(13)
Rios	Lydia Gonzales	(14)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	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

Mary Jo Haller 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXP.
Gonzalez	Gloria Duran*	6/30/2014
Moore	May Sharp	6/30/2014
Rios	Paula Minnehan	6/30/2014
Rounds	A.J. Hayes	6/30/2014
Trujillo	Amparo Oblea	6/30/2014

Committee Representatives

Beautification Committee	Marlene Vernava	6/30/2013
Historical Committee	Larry Oblea	6/30/2013
Planning Commission	Frank Ybarra	6/30/2013
Chamber of Commerce	Tom Summerfield	6/30/2013

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Library & Cultural Services	Hilary Keith
Director of Planning	Wayne Morrell

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

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

Mary Jo Haller

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(14)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan*	(13)
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rios	Vacant	(14)
	Hilda Zamora	(14)
	Vacant	(13)
	Larry Oblea	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Trujillo	Vacant	(14)
	Alma Martinez	(14)
	Merrie Hathaway	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(14)
	Frank Leader	(14)
	Brandy Ordway-Roach	(13)
	Raul Miranda, Jr.	(14)
	Vaibrav Narang	(13)
Moore	Jimmy Mendoza	(14)
	John Salgado	(14)
	Janet Rock	(13)
	David Gonzalez	(13)
	Sheila Archuleta	(13)
Rios	Lynda Short	(14)
	Bernie Landin	(14)
	Joe Avila	(14)
	Sally Gaitan*	(13)
	Fred Earl	(13)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	Vacant	(13)
	Jesus Mendoza	(13)
	Arcelia Miranda	(13)

**Asterisk indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Mary Jo Haller 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 Monday of every Month at 4:30 p.m.,
Chambers

Council

Mary Jo Haller 5

APPOINTED BY	NAME
Gonzalez	Jaime Velasco
Moore	Manny Zevallos
Rios	Michael Madrigal
Rounds	Susan Johnston
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

Mary Jo Haller 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(14)
	Josephine Santa-Anna	(14)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Vacant	(13)
	Pete Vallejo	(13)
Rios	Vacant	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	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.

Mary Jo Haller 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Amanda Tomsick	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(13)
	Dominique Velasco	(14)
	Lucy Gomez	(13)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Marlene Vernava	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Andrea Lopez	(14)
	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 6:00 p.m., Council Chambers

Mary Jo Haller 5

APPOINTED BY

NAME

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rios

Sally Gaitan

Rounds

Ted Radoumis

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Mary Jo Haller

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Victor Garza	()
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rios	Vacant	()
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Rounds	Drew Bobadilla	(13)
	Andrea Valencia	(13)
	Vacant	()
	Lisa Baeza	(13)
Trujillo	Maxine Berg	(15)
	Martin Guerrero	(13)
	Cameron Velasco	()
	Kevin Ramirez	(13)