



AGENDA

REGULAR MEETINGS OF THE
SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL

FEBRUARY 28, 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.

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.

Approval of Minutes

- A. Minutes of the January 24, 2013 Regular Public Financing Authority Meeting

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

Monthly Report

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

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

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

Approval of Minutes

- A. Minutes of the January 24, 2013 Regular Water Utility Authority Meeting

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

Monthly Report

- B. Status Update of Water-Related Capital Improvement Projects

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

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

NEW BUSINESS

5. Resolution SA-2012-009 – Approving the Successor Agency's Recognized Obligation Payment Schedules (ROPS 13-14A) for July 1, 2013 – December 31, 2013

Recommendation: That the Successor Agency adopt Resolution No. SA-2013-009.

6. Resolution SA-2013-010 – Approving the Successor Agency's Administrative Budgets for the Period July 1, 2013 to December 31, 2013

Recommendation: That the Successor Agency adopt Resolution No. SA-2013-010.

CITY COUNCIL

7. **CITY MANAGER REPORT**

8. **CONSENT AGENDA**

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

Approval Minutes

- A. Minutes of the January 24, 2013 Adjourned City Council Meeting

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

- B. Minutes of the January 24, 2013 Regular City Council Meeting

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

ORDINANCE FOR PASSAGE

9. 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 pass the second reading and adopt 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

10. Hearing of Protest to Weed Abatement

Recommendation: That the City Council: 1). Conduct a Public Hearing on Weed Abatement; and, 2). Direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish, and refuse removed.

NEW BUSINESS

11. Authorize the Disposal of Surplus Vehicles by Way of Public Auction

Recommendation: That the City Council: 1). Declare the below list of City vehicles as surplus and no longer usable by the City; and 2). Authorize the City Manager or his designee to proceed with the disposal of the vehicles at public auction.

12. Update on the Interstate 5 Freeway Widening Project

Recommendation: This report is for informational purposes only and does not require any action by the Council.

13. Engineering Design Services for Water Main Relocations at Interstate 5/Valley View Avenue and Interstate 5/Florence Avenue Segments – Award of Contract

Recommendation: That the City Council: 1). Award a Contract to Tetra Tech, Inc., in the amount of \$220,494.00; and 2). Authorize the Director of Public Works to execute the agreement.

Please note: Items 14 – 25 will occur in the 7:00 P.M. hour.

14. **INVOCATION**

15. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

16. Representatives from the Youth Leadership Committee

17. Representatives from the Chamber of Commerce

18. **ANNOUNCEMENTS**

PRESENTATIONS

19. Presentation to Outgoing Mayor, William K. Rounds

20. Youth Leadership Committee Retreat to Green Valley, California (January 19-21, 2013)

21. Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSION

22. Committee Appointments

23. **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.

24. EXECUTIVE TEAM REPORTS

25. 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 22, 2013

Date

**MINUTES OF THE REGULAR MEETINGS OF THE
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY,
WATER UTILITY AUTHORITY, HOUSING SUCCESSOR,
SUCCESSOR AGENCY, AND CITY COUNCIL**

JANUARY 24, 2013

1. CALL TO ORDER

Mayor Moore called the meetings to order at 6:07 p.m.

2. ROLL CALL

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

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 Yule, Fire Division Chief; Anita Jimenez, Deputy City Clerk

The Deputy City Clerk announced that members of the Public Financing Authority and Water Utility Authority earn \$150 for their attendance at meetings.

City Attorney review Public Comment protocol.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the December 20, 2012 Regular Public Financing Authority Meeting

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

Monthly Report

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

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

Mayor Pro Tem Trujillo moved the approval of Items 3A and 3B; Councilmember Rios seconded the motion which passed unanimously.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the December 20, 2012 Regular Water Utility Authority Meeting

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

Monthly Report

B. Status Update of Water-Related Capital Improvement Projects

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

Councilmember González moved the approval of Items 4A and 4B; Councilmember Rounds seconded the motion which passed unanimously.

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

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

CITY COUNCIL

5. CITY MANAGER REPORT

The City, including Mayor Moore and Councilmember Rios as well as Sister City Committee member Peggy Radoumis, hosted a delegation from its Sister City in Navojoa, Mexico.

Frequently, the City has had issues with the proposals by the California High Speed Rail Authority and it has been difficult to get clear information regarding the projects. For that reason, the City Manager recommended that the Mayor appoint an Ad Hoc committee of Councilmembers to follow this project.

The Metro Gold Line Extension has two proposed routes. The City is advocating for the Washington Blvd route. There was concern that the Metropolitan Transit Authority (MTA) board may move funding to other projects on the west side of the County. At a recent meeting, attended by Management Assistant Wayne Bergeron, the City received commitment that the funds would remain in place.

Councilmember Rios stated that the visit with the Navojoan delegation was a wonderful opportunity to strengthen our relationship after years of absence. The new Mayor of Navojoa reached out to reconnect with Santa Fe Springs. Committee Member Peggy Radoumis was able to provide valuable information on past history of our relationship. The Mayor thanked Monica Rincon for providing translation for the groups. He also thanked Recreation and Fire staff.

6. CONSENT AGENDA

Approval Minutes

A. Minutes of the December 20, 2012 Regular City Council Meeting

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

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

ORDINANCE FOR PASSAGE

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

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1038 granting a franchise to Crimson California Pipeline, L.P.

The City Attorney read the Ordinance by title.

Councilmember González moved to waive further reading and approve Item 7; Councilmember Rios seconded the motion which passed unanimously.

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

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1039 granting a franchise to Cardinal Pipeline, L.P.

The City Attorney read the Ordinance by title.

Councilmember González moved to waive further reading and approve Item 8; Councilmember Rios seconded the motion which passed unanimously.

NEW BUSINESS

9. Resolution No. 9400 Making a Finding as to the Industrial Disability of Patrick Craddick

Recommendation: That the City Council approve Resolution No. 9400 making a finding as to the industrial disability of Patrick Craddick.

Mayor Pro Tem Trujillo moved the approval of Item 9; Councilmember Rios seconded the motion which passed unanimously.

10. Engineering Design Services for City Hall Heating, Ventilation, and Air Conditioning System Upgrade – Authorization to Issue Request for Proposals

Recommendation: That the City Council authorize the Director of Public Works to issue a Request for Proposals for Engineering Design Services for City Hall Heating, Ventilation, and Air Conditioning System Upgrade.

Councilmember Rounds moved the approval of Item 10; Councilmember González seconded the motion which passed unanimously.

The City Manager stated that language could be inserted that would preclude the design contractor from submitting a proposal for the HVAC construction/installation bid.

Councilmember Rounds asked when the earliest target date for completion was. Noe Negrete stated that the project would go out to bid in May and that it was anticipated that construction would begin in July. Councilmember Rounds asked that the project be expedited on behalf of the employees.

11. Imported Water Purchase - Approval of Extended Purchase Agreement with Central Basin Municipal Water District

Recommendation: That the City Council: 1). Approve the Extended Purchase Agreement with Central Basin Municipal Water District; and 2). Authorize the City Manager to execute the extended purchase agreement with the Central Basin Municipal Water District until December 31, 2014.

Councilmember González moved the approval of Item 11; Councilmember Rios seconded the motion which passed unanimously.

12. Resolution No. 9401 - Parking Restriction on Street Sweeping Days on Fulton Wells Avenue

Recommendation: That the City Council: 1). Adopt Resolution No. 9401, prohibiting parking for street sweeping purposes on Wednesdays between 11:00 a.m. and 4:00 p.m. on the west side of Fulton Wells Avenue between Lakeland Road and Florence Avenue; and 2). Direct staff to install signage along Fulton Wells Avenue denoting the aforementioned street sweeping parking restrictions.

Councilmember Rios moved the approval of Item 12; Mayor Pro Tem Trujillo seconded the motion which passed unanimously.

Mayor Moore asked that notification be provided to residents with ample time to implement the change.

13. Child Care and Development Program - Relocation to the Gus Velasco Neighborhood Center Temporary Office Units

Recommendation: That the City Council: 1). Authorize the Director of Public Works to relocate the Child Care and Development Program to the Gus Velasco Neighborhood Center Temporary Office Units; 2). Authorize the City Manager to execute an amendment to the Family Center office lease extending the term of the lease to January 31, 2013, and specifying the amount of credit to be paid to the City upon the termination of the lease; and, 3). Authorize the City Manager to allocate the Family Center office rent credit to pay for relocation costs.

Councilmember González moved the approval of Item 13; Councilmember Rios seconded the motion which passed unanimously.

Councilmember González referred to an email received by Council from a concerned resident and stated that staff is moving forward with recommendations to enhance the safety of participants.

14. Resolution No. 9402 – Reappointment of City's Treasurer and Assistant City Treasurer

Recommendation: That the City Council adopt Resolution No. 9402 reappointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity.

Councilmember González moved the approval of Item 14; Councilmember Rios seconded the motion which passed unanimously.

15. Authorization to Issue a Request for Qualifications to Provide Private Security for City Facility Rentals

Recommendation: That the City Council authorize the Director of Police Services to issue a Request for Qualifications to Provide Private Security for City Facility Rentals.

This item was tabled. Discussion ensued. Councilmember Rounds stated that he was not sure he was in favor of having an outside agency monitor City events. He acknowledged that the Public Safety Officers (PSO) are overworked. He requested that staff look into hiring another PSO to cover these events. He also suggested changing language in permits that refers to security coverage. Councilmember Rios stated that the report was rather vague and that other options should be considered. Mayor Pro Tem Trujillo stated that if this action might lead to more layoffs, she preferred that these events be covered by City employees. She suggested that input from staff at the Clarke Estate and Heritage Park be considered. Councilmember González stated that he is not against hiring another part-time, non-benefitted PSO, but added that there may be benefits, such as cost savings, to hiring an outside company. He requested that this issue be considered more thoroughly.

The Mayor recessed the meetings at 6:32 p.m.

Mayor Moore reconvened the meetings at 7:05 p.m.

16. **INVOCATION**

Councilmember Rios gave the Invocation.

17. **PLEDGE OF ALLEGIANCE**

The Pledge was led by the Youth Leadership Committee.

INTRODUCTIONS

18. Representatives from the Youth Leadership Committee

Members of the Youth Leadership Committee introduced themselves.

19. Representatives from the Chamber of Commerce

Lisa Boyajian, Ansa Insurance

20. **ANNOUNCEMENTS**

The Mayor called on Brenda Wiewel of LA CADA for an announcement regarding the upcoming Homeless Count and Maricela Balderas for community announcements.

21. Introduction of New Santa Fe Springs Policing Team Members
Captain Aviv Bar introduced Officer Esteban Medina

22. 2012 Neighborly Elf Christmas Basket Program – Recognition of Donors and Volunteers

Mayor Moore called on Family & Human Services Supervisor Ed Ramirez who gave a presentation of the program and introduced the volunteers. Councilmember Rios stated that the Council appreciates the hard work of the volunteers. She stated that it is rewarding to see the appreciation of those who receive the baskets. She thanked the volunteers. Councilmember Rounds stated that Santa Fe Springs is a city of volunteers. He noted that Mayor Moore and Councilmember Rios also volunteered for this program and thanked them. Mayor Pro Tem Trujillo stated that she had not been able to attend the event this year and really missed it. She thanked the volunteers and staff and added that those that choose to volunteer in projects like this are rewarded in many ways. Councilmember González echoed the sentiments of Council. He stated that it was a great thing to volunteer; it embodies the true spirit of Christmas. Mayor Moore stated that two things put him in the Christmas mood: the lights on Tom Murray's house and the Christmas Basket program. He stated that we are so blessed that we can do this and thanked the volunteers.

23. 2012 Holiday Home Decorating Contest Winners

Mayor Moore called on Director of Parks & Recreation Services Carole Joseph. Ms. Joseph thanked the Beautification Committee members for their assistance with this program and introduced the winners. Councilmember González stated that he is proud of the participation by residents. Councilmember Rounds stated that he and Councilmember Rios toured the City and it was not easy to select the winners. He thanked all of the participants for bringing the holiday spirit to the City.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

24. Committee Appointments
None.

25. Selection of Liaisons to City Organizations

Mayor Moore reappointed all current organizational representatives. He also appointed Mayor Pro Tem Trujillo and Councilmember Rounds to the High Speed Rail Authority Ad Hoc Subcommittee.

26. **ORAL COMMUNICATIONS**

Mayor Moore opened Oral Communications at 7:49 p.m.

Andre Monette with Best, Best, Krieger addressed the Council in opposition of the renewal of the CUP for Phibro-Tech.

Brandy Ordway-Roach addressed the Council in support of relocating the childcare center to the Neighborhood Center permanently.

Mayor Moore closed Oral Communications at 7:54 p.m.

27. EXECUTIVE TEAM REPORTS

Noe Negrete announced the Cal Trans I-5 ground breaking on Feb. 6.

Jose Gomez stated that staff is currently studying refunding some of the water bonds due to low interest rates.

Mayor Pro Tem Trujillo reported that she, Councilmember Rios, and City Manager Thaddeus McCormack attended the New Mayors and Councilmember Academy in Sacramento. She stated that the conference had been very worthwhile and thanked the City Manager for his organization of activities while there.

Councilmember Rios also thanked the City Manager and agreed that the conference had been very valuable.

Mayor Moore reported that at the Heritage Arts Advisory Committee it was announced that the City of Norwalk was holding an art opening. The Committee would like to look into using the Carriage Barn at Heritage Park as a local gallery. Mayor Moore suggested that formal training could be provided Planning Commissioners. The City Manager stated that a training was scheduled in Pasadena in March.

Gonzalez asked if a presentation would be given of the recent Youth Committee retreat. The City Manager stated that the presentation would probably be given at the next Council meeting.

28. ADJOURNMENT

At 8:00 p.m., Mayor Moore adjourned the meetings in memory of Yolanda Louwers, Congresswoman Grace Napolitano's daughter, and Mary Ann Bertram, wife of Chamber of Commerce employee Bruce Bertram.

Richard J. Moore, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date



City of Santa Fe Springs

Public Financing Authority Meeting

February 28, 2013

NEW BUSINESS

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/13	None
Outstanding principal at 1/31/13	\$18,240,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/13	None
Outstanding principal at 1/31/13	\$10,785,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/13	None
Outstanding principal at 1/31/13	\$3,690,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 1/31/13	None
Outstanding principal at 1/31/13	\$4,270,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 1/31/13	None
Outstanding principal at 1/31/13	\$2,780,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/13	1,538,121*
Outstanding principal at 1/31/13	\$32,512,769

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

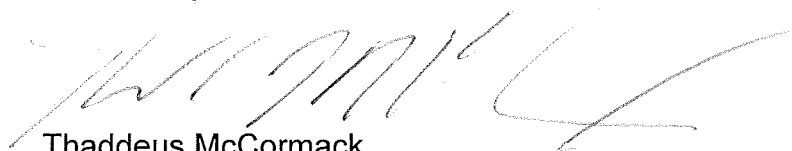
Financing proceeds available for appropriation at 1/31/13	None
Outstanding principal at 1/31/13	\$12,045,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/13	None
Outstanding principal at 1/31/13	\$40,700,000

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the Water Revenue Bonds.

The former Community Development Commission was dissolved by State law effective 2/1/12 and is administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency will no longer receive tax increment. It is anticipated that sufficient allocations from the Redevelopment Property Tax Trust Fund will be made to Successor Agency to meet the debt service obligations.



Thaddeus McCormack
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds had been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds were reimbursed from Federal, State and County sources in May 2011. However, due to the Supreme Court decision upholding AB1X 26 it is recommended that the Commission does not spend any additional bond proceeds until clarification is reached about the impact of AB1X 26 on the use of unspent bond proceeds.

Additionally, appropriated but unspent proceeds on hand are currently not being spent pending further clarification about the future of unspent bond proceeds.

SEE ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

February 28, 2013

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Interstate 5 Water Main Relocation for the Carmenita Road Segment

Staff continues to coordinate with Caltrans and the City's construction contractor, Vido Artukovich & Son, on completing the I-5 water main relocation project. All water installations are currently complete and the contractor is in the process of finalizing pavement operations. Staff continues to coordinate with local business owners affected by the I-5 widening project.

New Water Well Located Within Zone II (Well No. 12)

The results of all pump tests conducted during the initial stages of well development are currently being used to design the mechanical portion of the well. The mechanical design is currently 75% complete.

FISCAL IMPACT

The projects are fully funded through the Water Fund. Caltrans will reimburse the water main relocation project costs.


INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a source of potable water within Zone II and enhance the reliability of the City's water system.


Thaddeus McCormack
Executive Director

Attachment:
None

Report Submitted By:


Noe Negrete, Director
Department

Date of Report: January 31, 2013

4B



City of Santa Fe Springs

Successor Agency Meeting

February 28, 2013

NEW BUSINESS

Resolution SA-2013-009 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 13-14A) for the Period July 1, 2013 through December 31, 2013

RECOMMENDATION

That the Successor Agency adopt Resolution No. SA-2013-009.

BACKGROUND

State legislation, ABX1 26 and AB 1484, created Successor Agencies, which are tasked with the responsibility of winding down former Redevelopment Agencies. As a requirement of the wind down process, the Successor Agencies are required to provide a Recognized Obligation Payment Schedule ("ROPS") every six months identifying overall outstanding debt for all enforceable obligations with the Agency, as well as the estimated amount needed for each of those obligations during the six-month period covered by that ROPS. The ROPS is required to be considered and approved by the Successor Agency Board and Oversight Board ("OB"). Once approved, the ROPS and OB Resolution are submitted to the Department of Finance for subsequent review and final approval.

The ROPS for the period July 2013 through December 2013 is attached. The ROPS must be submitted to the Department of Finance by March 1, 2013. The OB will consider the ROPS at its meeting of February 27, 2013. Staff will update the Successor Agency Board as to the OB's action at the Successor Agency meeting of February 28.

FISCAL IMPACT

The payments for items listed on the Recognized Obligation Payment Schedule will be funded from the Redevelopment Property Tax Trust Fund.

Thaddeus McCormack
City Manager

Attachments:

Resolution No. SA-2013-009

Exhibit A – ROPS for July 1, 2013 through December 31, 2013 (ROPS 13-14A)

RESOLUTION NO. SA-2013-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS
APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS) FOR JULY 1, 2013 THROUGH
DECEMBER 31, 2013 (ROPS 13-14A)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES
AS FOLLOWS:

SECTION 1. Pursuant to its responsibility set forth in Section 34180(g) of the California Health and Safety Code, the City Council hereby approves the Successor Agency's Recognized Obligation Payment Schedules (ROPS) for the period July 1, 2013 through December 31, 2013, attached hereto as Exhibit "A" (ROPS 13-14A).

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 28th day of February 2013.

Mayor

Attest:

Deputy City Clerk

SUCCESSOR AGENCY CONTACT INFORMATION

Successor Agency

ID: 144
County: Los Angeles
Successor Agency: Santa Fe Springs

Primary Contact

Honorific (Ms, Mr, Mrs) Mr.
First Name Travis
Last Name Hickey
Title Asst. Director of Finance and Admin Services
Address 11710 E. Telegraph Road
City Santa Fe Springs
State CA
Zip 90670
Phone Number 562-409-7522
Email Address travishickey@santafesprings.org

Secondary Contact

Honorific (Ms, Mr, Mrs) Mr.
First Name Jose
Last Name Gomez
Title Asst. City Manager/Director of Finance
Phone Number 562-409-7521
Email Address josegomez@santafesprings.org

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Filed for the July 1, 2013 to December 31, 2013 Period

Name of Successor Agency: **SANTA FE SPRINGS (LOS ANGELES)**

Outstanding Debt or Obligation

Total Outstanding Debt or Obligation

Total

\$219,093,668

Current Period Outstanding Debt or Obligation

Six-Month Total

A	Available Revenues Other Than Anticipated RPTTF Funding	\$43,650
B	Enforceable Obligations Funded with RPTTF	\$9,955,593
C	Administrative Allowance Funded with RPTTF	\$298,668
D	Total RPTTF Funded (B + C = D)	\$10,254,261
E	Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>should be same amount as ROPS form six-month total</i>	\$10,297,911
F	Enter Total Six-Month Anticipated RPTTF Funding	\$11,350,000
G	Variance (F - D = G) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	\$1,095,739

Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))

H	Enter Estimated Obligations Funded by RPTTF (lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)	\$9,765,389
I	Enter Actual Obligations Paid with RPTTF	\$9,765,389
J	Enter Actual Administrative Expenses Paid with RPTTF	\$0
K	Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	\$0
L	Adjustment to RPTTF (D - K = L)	\$10,254,261

Certification of Oversight Board Chairman:

Pursuant to Section 34177(m) of the Health and Safety code,

I hereby certify that the above is a true and accurate Recognized

Obligation Payment Schedule for the above named agency.

/s/ _____
 Signature Date

Jerry Caton
 Name Title
 Oversight Board Chairman

SANTA FE SPRINGS (LOS ANGELES)
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)
 July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
1	2001 Tax Allocation Bonds Series A (Housing)	
2	2001 Tax Allocation Bonds Series A	
3	2002 Tax Allocation Refunding Bonds Series A	
4	2003 Taxable Tax Allocation Refunding Bonds Series A	
5	2006 Tax Allocation Bonds Series A	
6	2006 Taxable Tax Allocation Bonds Series B	
7	2007 Tax Allocation Refunding Bonds Series A	
8	2005 ERAF Loan (Combined)	
9	2006 ERAF Loan (Combined)	
10	2004 ERAF Loan from CDC Housing Fund	
11	2010 SERAF Loan	
12	2010 SERAF Loan	
13	2011 SERAF Loan	
14	Tax Increment Loan - Sales Tax (Washington Blvd.)	
15	Tax Increment Loan (Washington Blvd.)	
16	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
17	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
18	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
19	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
20	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
21	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
22	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
23	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
24	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
25	1992 Redevelopment Refunded Bonds - Unclaimed Funds	
26	Proportional Share of Unfunded Liabilities	
27	Neighborhood Center Renovation Project	
28	Villages at Heritage Springs DDA	
29	Construction Assistance for Readerboard Sign	This project is scheduled to be completed prior to July 1, 2013; however, we are currently unable to determine if this will occur as scheduled.
30	Property Disposition Agreement	Estimated amount. This amount will vary upon the actual sale of the related property.
31	Audit Services	
32	Due Dilligence Reviews	Completed by July 1, 2013.
33	Chevron Site Appraisal	
34	Fiscal Agent Fees	
35	Arbitrage Fees	
36	Oversight Board Legal Counsel	
37	Oversight Board Liability Insurance	
38	Administrative Expenses (Jan - June 2013)	
39	Neighborhood Center Renovation Project	
DPS II Item 10	Neighborhood Center Renovation Project	The estimated spending for the Neighborhood Center Project for the July-December 2012 period (ROPS II) was adjusted on the Prior Period Payments reconciliation to reflect the actual amount of RPTTF funding received for this project (\$145,698) due to insufficient funds in the RPTTF. The remaining costs were paid from reserve funds. This is line item 10 on the prior period payments schedule.
DPS II Item 14	Administrative Expenses (July - December 2012)	The estimated spending for administrative expenses for the July-December 2012 period (ROPS II) was adjusted on the Prior Period Payments reconciliation to reflect actual amounts of RPTTF funding received (\$0) due to insufficient funds in the RPTTF. The remaining costs were paid from reserve funds. This is line item 14 on the prior period payments schedule.
Summary	N/A	The anticipated funding is estimated based on the funding received for July - December 2012. The County of Los Angeles will not be able to provide estimated funding amount until April 2013.

Oversight Board Approval Date: 2/27/13

										Funding Source				
Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt (\$)	Total Due During Fiscal Year (\$)	Bond Proceeds (\$)	Reserve Balance (\$)	Admin Allowance (\$)	BPTFE (\$)	Other (\$)	Six-Month Total (\$)
1	2001 Tax Allocation Bonds Series A (Revised)	9/19/2001	9/1/2024	US Bank	Refund Housing Portion of 1993 Bonds	Consolidated	12,110,608.68 0.692,218	312,762,813 316,643	\$0	\$48,450	\$398,668	\$355,593	\$0	\$10,297,211
2	2001 Tax Allocation Bonds Series A	9/19/2001	9/1/2024	US Bank	Redevelopment Activities	Consolidated	15,385,873	1,576,893	0	0	0	1,402,273	0	3,885,654
3	2002 Tax Allocation Refunding Bonds Series A	6/12/2002	9/1/2022	US Bank	Redevelopment Activities/Refund 1992 Bonds	Consolidated	12,884,136	4,054,814	0	0	0	3,885,654	0	1,687,204
4	2003 Taxable Tax Allocation Refunding Bonds Series A	7/29/2003	9/1/2024	US Bank	Refunded 1993 Bonds (Housing)	Consolidated	5,008,209	661,385	0	0	0	588,646	0	588,646
5	2005 Tax Allocation Bonds Series A	12/7/2006	9/1/2028	US Bank	Redevelopment Activities/Redevelopment Activities	Consolidated	53,275,556	154,631	0	0	0	84,556	0	84,556
6	2006 Taxable Tax Allocation Bonds Series B	12/7/2006	9/1/2028	US Bank	Redevelopment Activities	Consolidated	14,184,866	2,674,545	0	0	0	1,887,204	0	1,887,204
7	2007 Tax Allocation Refunding Bonds Series A	9/5/2007	9/1/2022	US Bank	Refund 1997, 1998, and Portion of 2001 Bonds	Consolidated	51,756,000	2,407,750	0	0	0	1,496,500	0	1,496,500
8	2005 BDA Loan (Combined)	4/27/2005	3/1/2015	CSGSA	Loan to Fund 2005 BDA Payment	Consolidated	446,580	342,702	0	0	0	121,881	0	121,881
9	2006 BDA Loan (Combined)	5/1/2006	3/1/2016	CSGSA	Loan to Fund 2006 BDA Payment	Consolidated	1,250,000	250,000	0	0	0	127,576	0	127,576
10	2007 BDA Loan (Combined)	5/1/2007	9/1/2014	CSGSA	Loan to Fund 2007 BDA Payment	Consolidated	1,000,000	250,000	0	0	0	117,576	0	117,576
11	2010 SEAF Loan (on CDC Housing Fund)	5/1/2010		2006 CDC Bond Fund	2006 CDC Bond Fund	Consolidated	10,564,722	0	0	0	0	3,885,654	0	3,885,654
12	2010 SEAF Loan	5/1/2010		2006 CDC Bond Fund	Loan to Fund 2010 SEAF Payment	Washington Blvd.	149,154	0	0	0	0	0	0	0
13	2011 SEAF Loan	5/9/2011		2006 CDC Bond Fund	Loan to Fund 2011 SEAF Payment	Combined	2,219,445	0	0	0	0	0	0	0
14	Tax Increment Loan - Sales Tax (Washington Blvd.)	9/5/1987	7/8/2005	City of SFS	Tax Increment Loan - Sales Tax (Washington Blvd.)	Washington Blvd.	4,885,000	0	0	0	0	0	0	0
15	Tax Increment Loan (Washington Blvd.)	6/5/1987		Los Angeles County	Tax Increment Loan (Washington Blvd.)	Washington Blvd.	7,500,000	0	0	0	0	0	0	0
16	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2002	9/1/2002	Arnold D Horvath	Called registered principal - CUSIP 802188BEG	Consolidated	10,300	10,200	0	10,200	0	0	0	10,200
17	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2002		Arnold D Horvath	Called registered principal - CUSIP 802188BFL	Consolidated	15,300	15,300	0	0	0	0	0	15,300
18	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2002		Wayne E Monroe	Called registered principal - CUSIP 802188BEG	Consolidated	5,100	5,100	0	5,100	0	0	0	5,100
19	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2002		Holly Libby	Called registered principal - CUSIP 802188BEG	Consolidated	10,200	10,200	0	10,200	0	0	0	10,200
20	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2001		Arnold D Horvath	Registered Interest	Consolidated	800	800	0	800	0	0	0	800
21	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2002		Arnold D Horvath	Registered Interest	Consolidated	800	800	0	800	0	0	0	800
22	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2001		Arnold D Horvath	Registered Interest	Consolidated	800	800	0	800	0	0	0	800
23	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2001		Wayne E Monroe	Registered Interest	Consolidated	150	150	0	150	0	0	0	150
24	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2002		Wayne E Monroe	Registered Interest	Consolidated	150	150	0	150	0	0	0	150
25	1992 Redevelopment Refunded Bonds - Undelisted Funds	9/1/2002		Wayne E Monroe	Registered Interest	Consolidated	150	150	0	150	0	0	0	150
26	Proposed State of Unfunded Liabilities	2/10/2011	6/30/2042	City of SFS	Obligation to Share in Payment of Unfunded Liabilities	Combined	10,885,500	375,000	0	0	0	187,500	0	187,500
27	Neighborhood Center Renovation Project	5/8/2010	12/31/2012	City of SFS	Renovation of Neighborhood Center	Consolidated	0	0	0	0	0	0	0	0
28	Village at Heritage Springs DDA	7/19/2009		Village at Heritage Springs	Land Purchase Not to Exceed 15 Years Tax Increment	Consolidated	11,225,000	0	0	0	0	0	0	0
29	Construction Assistance for Redevelopment Sign	5/26/2011		Tem's Truck Center, Inc.	Agreement for Construction of Redevelopment Sign	Consolidated	320,000	0	0	0	0	0	0	0
30	Property Disposition Agreement	7/8/2008		McGraw-Hill Construction & Co.	Agreement for Disposition of Property	Consolidated	2,102,185	0	0	0	0	0	0	0

Oversight Board Approval Date: 2/27/13

[illegible]

SANTA FE SPRINGS (LOS ANGELES)
Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)

July 1, 2012 through December 31, 2012

Description/Project Scope	Project Area	LMHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTF		Other	
		Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
Refund Housing Portion of 1993 Bonds	Consolidated	\$0		\$0		\$3,067,135	\$3,132,795	\$0		\$9,765,389	\$9,765,389	\$0	\$0
Redevelopment Activities	Consolidated									203,528	203,528		
Redevelopment Activities/Refund 1992 Bonds	Consolidated									1,378,648	1,378,648		
										3,785,861	3,785,861		
Refunded 1993 Bonds (Housing)	Consolidated									559,104	559,104		
Redevelopment Activities	Consolidated									100,556	100,556		
Redevelopment Activities	Consolidated									1,846,928	1,846,928		
Refund 1997, 1998, and Portion of 2002 Bonds	Consolidated									1,484,125	1,484,125		
Loan to Fund 2005 ERAF Payment	Consolidated									122,031	122,031		
Loan to Fund 2005 ERAF Payment	Consolidated									128,310	128,310		
Renovation of Neighborhood Center	Consolidated					2,692,676	2,758,336			145,698	145,698		x
Fiscal Agent Fees	Consolidated									10,600	10,600		x
Arbitrage Consulting Services	Consolidated												
Property Management Costs	Consolidated												
Successor Agency Administration	Consolidated					374,459	374,459						



City of Santa Fe Springs

Successor Agency Meeting

February 28, 2013

NEW BUSINESS

Resolution SA-2013-010 – Approving the Successor Agency's Administrative Budgets for the Period July 1, 2013 to December 31, 2013

RECOMMENDATION


That the Successor Agency adopt Resolution No. SA-2013-010.

BACKGROUND

Health and Safety Code Section 34177 requires the Successor Agency to prepare an Administrative Budget that accounts for the costs of time spent by staff to comply with the Dissolution Bills. It is important to point out that the Administrative Budget that is presented here is also included in ROPS 13-14A. However, the Administrative Budget itemizes the administrative costs whereas ROPS 13-14A identifies it as a line item. As with the ROPS, the Department of Finance (DOF) requires the Successor Agency to prepare the Administrative Budget every six months. The proposed resolution sets forth the Successor Agency's Administrative Budget for the period July 1, 2013 through December 31, 2013.

The proposed Administrative Budgets (attached) comprise Successor Agency personnel and non-personnel City support service costs anticipated for the first six months of the upcoming fiscal year. The Successor Agency personnel for which salaries and benefits are listed include the City/Successor Agency Attorney, City Manager, Director of Finance and Administrative Services, Assistant Director of Finance and Administrative Services, Accountant and City/Successor Agency Clerk, all of whom will spend a significant amount of their time working on Successor Agency matters. Non-personnel costs include legal counsel and liability insurance for the Oversight Board, as well as auditing costs.

The legislation requires that the administrative budget be approved by the Oversight Board before any distributions from the County's property tax trust fund are made to the Successor Agency. The Oversight Board is scheduled to consider the item at its meeting of February 27. Staff will update the Successor Agency Board as to the Oversight Board's action at the Successor Agency meeting of February 28.


Thaddeus McCormack
City Manager

Attachments:

Resolution SA-2013-010

Exhibit A – Successor Agency Administrative Budget 7/1/2013 to 12/31/2013

RESOLUTION NO. SA-2013-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS
APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET
FOR THE SIX MONTH FISCAL PERIOD OF JULY 1, 2013 TO DECEMBER 31, 2013
PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES
AS FOLLOWS:

SECTION 1. The City Council hereby approves the Successor Agency's Administrative Budget, attached hereto as Exhibit "A", as described in Section 34171 of the California Health and Safety Code, for the six month fiscal period of July 1, 2013 to December 31, 2013.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 28th day of February 2013.

Mayor

Attest:

Deputy City Clerk

CITY OF SANTA FE SPRINGS
Successor Agency to the Santa Fe Springs Community Development Commission
Administrative Budget
Fiscal Period July 1, 2013 – December 31, 2013

<u>Description</u>	<u>07/01/13 – 12/31/13</u>
Salaries	\$ 97,600.00
Benefits	<u>\$ 96,400.00</u>
Total Personnel Costs	\$194,000.00
 City Support Services (Overhead)	 \$ 97,000.00
Contractual/Accounting Services	\$ 40,000.00
Independent Audit Services	\$ 24,000.00
Oversight Board Legal Services	\$ 10,000.00
Travel/meetings/training	\$ 4,949.00
Oversight Board Insurance Coverage	<u>\$ 1,600.00</u>
Total Non-Personnel Costs	\$177,549.00
 Total Budget	 <u>\$371,549.00</u>

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

JANUARY 24, 2013

1. CALL TO ORDER

Mayor Moore called the meeting to order at 4:38 p.m.

2. ROLL CALL

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

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Anita Jimenez, Deputy City Clerk

The meeting was recessed at 4:39 p.m. for the Closed Session Items.

3. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of section 54956.9

Number of Potential Cases: One – Well No. 4

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: City v. Valley View-Santa Fe Springs, et al.

Case No.: BC425701

The meeting was reconvened at 5:32 p.m.

There was no report from the City Attorney regarding the Closed Session.

NEW BUSINESS

5. Consideration of Appeal of CUP Number 647-1, Amendment 1

Recommendation: That the City Council consider the subject appeal and take one of the actions listed in Section 155.866 of the City Code.

The City Attorney stated that this item is an appeal of a decision made by the Planning Commission and that the Council had three options:

Mayor Moore reviewed Public Speaking protocol based on the Brown Act. He informed the audience that there is a three-minute speaking limit per person. He stated that the City Council cannot consider any new evidence; it must make its decision based entirely on the evidence presented to the Planning Commission.

The following people addressed the Council: Susan & John Hernandez, Karen Gutierrez, Dan Mayfield.

Councilmember Rounds moved to approve and ratify the action of the Planning Commission; Councilmember Rios seconded the motion. Councilmember Rounds stated that the City has not encountered problems with other apartment complexes currently in the City. He added that 15% of homes in the Villages are currently being rented without incident. He stated that the Council does not want to prevent people who have lost their homes due to the bad economy from residing in Santa Fe Springs. He added that traffic would be the same whether the complex included apartments or condos as originally proposed. He stated that the Council wants the residents of the Villages to be part of the community just as they want people who can't afford to buy a home to be part of the community. Councilmember Rios stated that she had reviewed the CUP materials and felt that all issues had been addressed appropriately. The motion passed unanimously.

6. ORAL COMMUNICATIONS

Mayor Moore opened Oral Communications at 5:46 p.m.

Mayor Moore closed Oral Communications at 5:47 p.m.

7. ADJOURNMENT

Mayor Moore adjourned the meeting at 5:48 p.m.

Richard J. Moore, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date

SEE ITEM 3A



ORDINANCE FOR PASSAGE

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 pass the second reading and adopt 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

At its meeting of February 14, 2013, the City Council held a Public Hearing on Ordinance No. 1040, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement 01-2013) by an between the City of Santa Fe Springs and Platinum Billboards, LLC, a limited Liability Company. The Council convened a public hearing and voted unanimously to pass the first reading of the Ordinance, and directed Staff to include a specified duration or term in the language of the agreement. The existing agreement did not have such a provision. Through discussion between the applicant and the Mayor, a 30-year term was mutually agreed. This length of time was considered a benefit to the applicant, due to the substantial investment required, and also a benefit to the City because it will produce revenue for a long period of time.

Staff was instructed that this language, specifying a 30-year term, should be added to the agreement for the Council to consider at its next regular meeting of February 28, 2013. The language incorporating the 30-year term has now been added to the agreement.

Below is a reiteration of the agenda report that accompanied the introduction of Ordinance 1040 at the February 14, 2013, Council Meeting

ORIGINAL REPORT – CITY COUNCIL MEETING OF FEBRUARY 14, 2013

The 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 ±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 at its February 14, 2013 Council Meeting. 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; consequently. 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 28th 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, or (iv) 30 years from the effective date, subject to the rights of the parties to extend or renew this Agreement upon mutual consent. 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 its 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)
COUNTY OF LOS ANGELES) ss

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]

[illegible]

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.: F16744865-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 288.63 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 32.74 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN DEED REGISTERED MARCH 8, 1946, AS DOCUMENT NO. 5107-O, 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-O, 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 : 116744865-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 885.01 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-2718 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 586.14 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. 4197 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 370.75 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 LILA 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 HEREBEFORE 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.

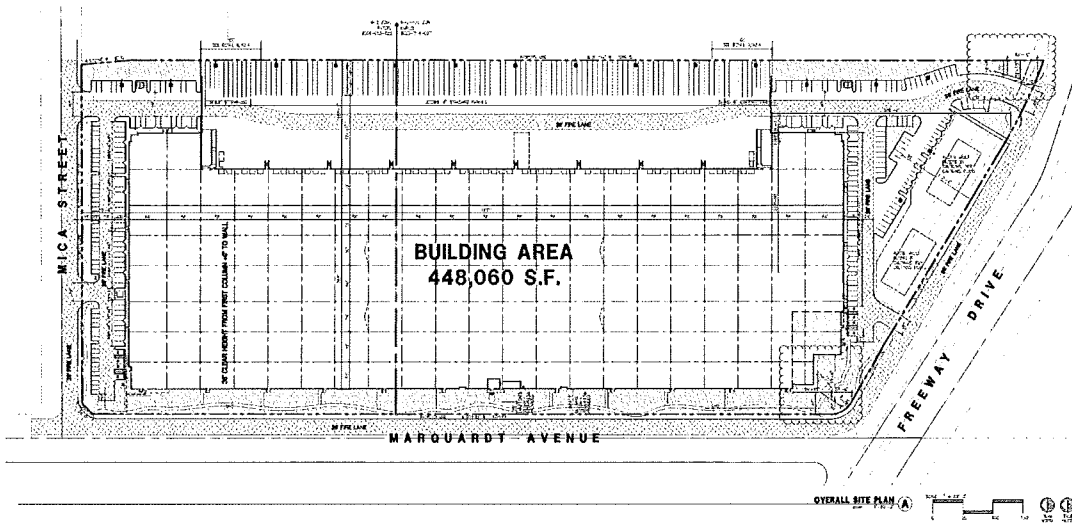
(n) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(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

- [illegible]

SITE PLAN GENERAL NOTES

- [illegible]

SITE PLAN GENERAL NOTES

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|---|--|-----|----------|
|  | 1. DATE = 10-10-88
2. TIME = 10:10
3. USER = J. J. J. | 011 | 10:10:10 |
|  | 4. MODE = 10:10:10
5. MODE = 10:10:10
6. MODE = 10:10:10 | 02 | 10:10:10 |
|  | 7. MODE = 10:10:10
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9. MODE = 10:10:10 | 03 | 10:10:10 |
|  | 10. MODE = 10:10:10
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|  | 13. MODE = 10:10:10
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|  | 19. MODE = 10:10:10
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30. MODE = 10:10:10 | 10 | 10:10:10 |
|  | 31. MODE = 10:10:10
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86. MODE = 10:10:10
87. MODE = 10:10:10 | 29 | 10:10:10 |
|  | 88. MODE = 10:10:10
89. MODE = 10:10:10
90. MODE = 10:10:10 | 30 | 10:10:10 |

[illegible]

EXHIBIT C

BILLBOARD ELEVATIONS

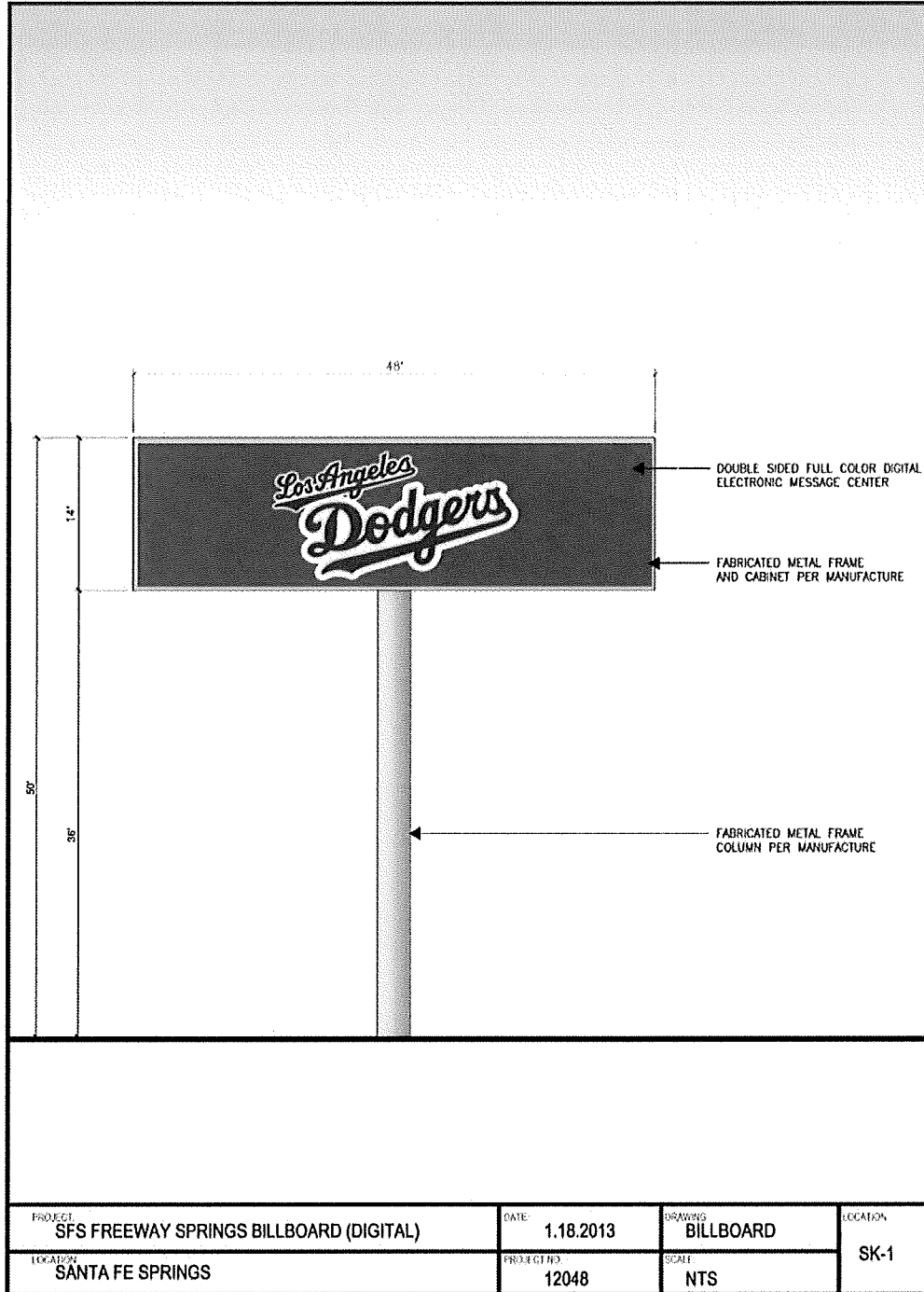


EXHIBIT C

BILLBOARD ELEVATIONS

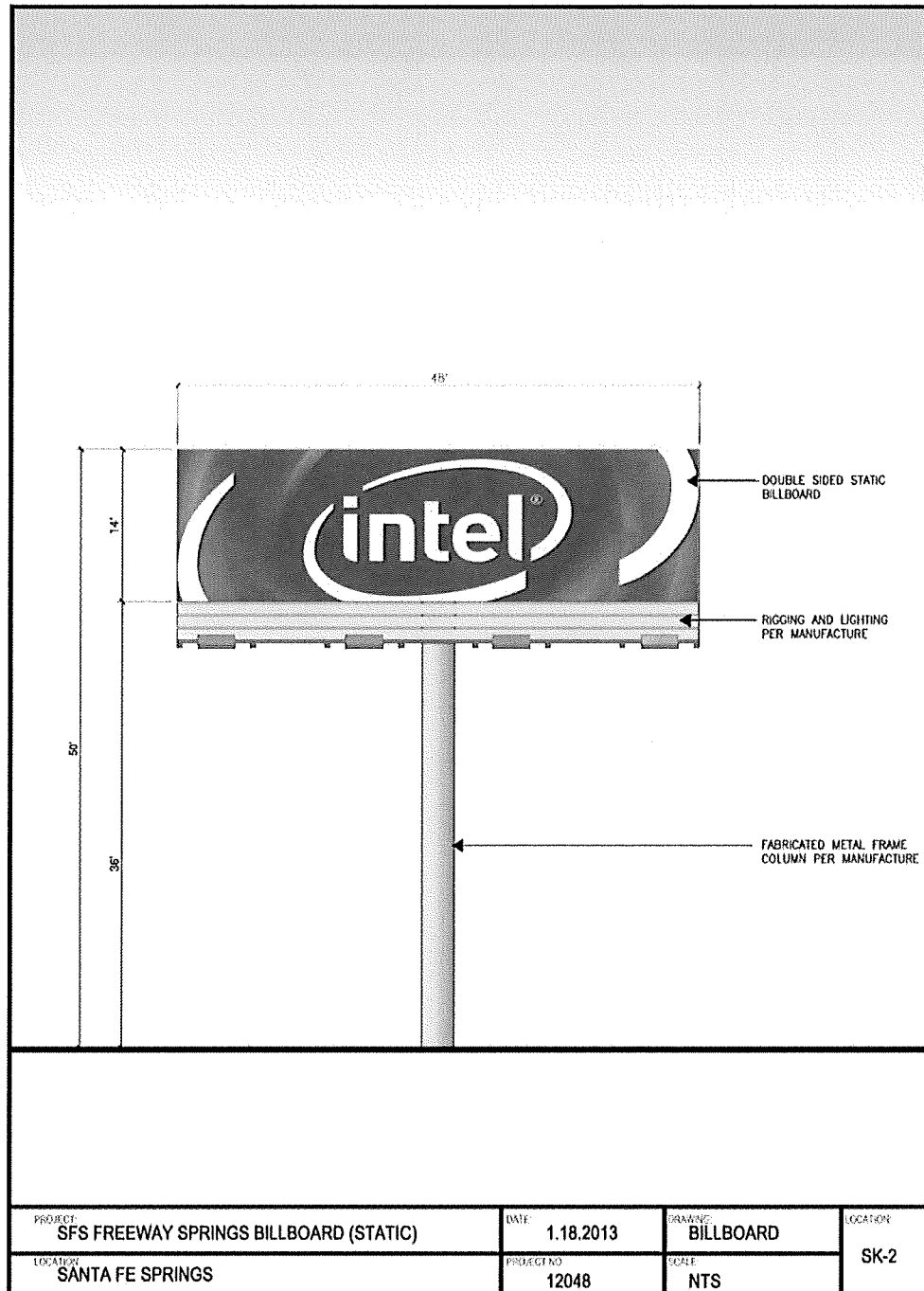


EXHIBIT D

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 28, 2013

PUBLIC HEARING

Hearing of Protest to Weed Abatement

RECOMMENDATION

That the City Council:

1. Conduct a Public Hearing on Weed Abatement; and,
2. Direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish, and refuse removed.

BACKGROUND

On February 14, 2013, the City Council adopted Resolution No. 9403 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached.

The date of Thursday, February 28, 2013, at 6:00 p.m. was set for a Public Hearing of protests to abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted. At this time, it would be appropriate for the Mayor to conduct the Public Hearing and hear from any person (s) who would like to address the City Council.

Thaddeus McCormack
City Manager

Attachments:

Parcel List

Resolution No. 9403

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
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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	

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.

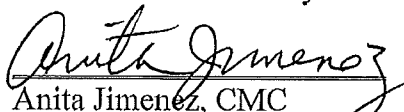
Section 4: That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to-wit: That certain property described in Appendix "A" attached hereto and by this reference made a part hereof as though set forth in full at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

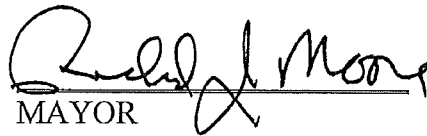

Anita Jimenez, CMC
Deputy City Clerk of the
City of Santa Fe Springs

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

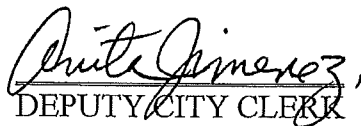
BE IT FURTHER RESOLVED THAT on the 28th day of February, 2013, at the hour of 6:00 p.m. of said day is the day and hour, at the Council Chambers of the City Council of the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections 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:

, CMC
DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

February 28, 2013

NEW BUSINESS

Authorize the Disposal of Surplus Vehicles by Way of Public Auction

RECOMMENDATIONS

That the City Council: 1). Declare the below list of City vehicles as surplus and no longer usable by the City; and 2). Authorize the City Manager or his designee to proceed with the disposal of the vehicles at public auction.

BACKGROUND

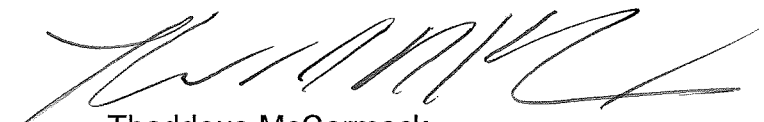
The Water Tender (aka GMC 7000 Topkick) currently needs approximately \$8,000 dollars to make operational due to excessive rust to the water tank and control valves of the unit. Furthermore, the unit does not meet current California emission regulations as adopted by the California Air and Resources Board, December 12, 2008. The unit would need to be retrofitted with a diesel particulate filter, at a cost estimated to be between \$10,000 and \$20,000, by 2014. The Water Tender does not fall under exempt status as it was not purchased as a fire department vehicle. All Santa Fe Springs Fire-Rescue apparatus currently meet, or are exempt, from this regulation.

In addition, the enclosed medical trailer (aka Casualty Care Unit Trailer) has been determined to be unsafe to operate in its current mechanical condition. Costs to make the trailer functional exceed the total cost of the unit. It has been determined by the Fire Chief the unit no longer supports the operational needs of the department.

Unit	Year	Dept.	Make/Model	VIN#	Mileage
n/a	1998	Fire	GMC 7000 Topkick	1GDM7DIY6KV510380	6,794.5
864	1981	Fire	Casualty Care Unit Trailer	CAL282887	n/a

FISCAL IMPACT

All proceeds from the sale of the two (2) units will be put back into the vehicle acquisition and replacement activity where vehicle purchases are budgeted.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

February 28, 2013

NEW BUSINESS

Update on the Interstate 5 Freeway Widening Project

RECOMMENDATION

This report is for informational purposes only and does not require any action by the Council.

BACKGROUND

Staff will make a presentation to inform the City Council as to the current status of the Interstate 5 Freeway Widening Project. There will be emphasis on the Carmenita Road, Alondra Boulevard, Valley View Avenue and Florence Avenue Interchange Projects.

Thaddeus McCormack
City Manager

Attachments:

None

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

Date of Report: February 20, 2013



City of Santa Fe Springs

City Council Meeting

February 28, 2013

NEW BUSINESS

Engineering Design Services for Water Main Relocations at Interstate 5/Valley View Avenue and Interstate 5/Florence Avenue Segments – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Award a Contract to Tetra Tech, Inc., in the amount of \$220,494.00; and
2. Authorize the Director of Public Works to execute the agreement.

BACKGROUND

The City Council, at their meeting of October 25, 2012 authorized staff to solicit Request for Proposals (RFP) for the subject project. Proposals were due on December 4, 2012 and a total of seven (7) Proposals were received.

A four-member evaluation committee consisting of three City staff and one consultant with Onward Engineering reviewed each proposal based on project-specific criteria, such as the firm's capability to perform the work, qualifications and experience, project team qualifications, relevant experience, references and the cost of proposed work.

The evaluation committee short listed the top four most qualified firms and conducted interviews on January 23, 2013. The interview evaluation team consisted of Robert Garcia, Associate Civil Engineer City of Santa Fe Springs, Tom Lopez, Traffic Engineer with Coory Engineering and Ted Rigoni Senior Project Manager with Onward Engineering. After evaluating the proposals and conducting the interviews, the evaluation committee recommended Tetra Tech, Inc., as the most qualified firm that possesses the experience necessary to effectively design this project.

Attached is a summary of the evaluation committee's rankings of the proposals and interviews. The proposals submitted to the City, the evaluation and interview score sheets are on file in the Public Works Department.

FISCAL IMPACT

The costs to perform the professional services will be reimbursed by the State of California since this work is associated with the widening of the I-5 Freeway.

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

Date of Report: February 20, 2013



Thaddeus McCormack
City Manager

Attachment(s):

1. Evaluation of Proposal and Interview of Firms.
2. Professional Services Agreement
3. RFP: Engineering Design Services for Water Main Relocations at Interstate 5/Valley View Avenue and Interstate 5/Florence Avenue Segments



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November 20, 2012

ADDENDUM NO. 1

**ENGINEERING DESIGN SERVICES FOR WATER MAIN
RELOCATIONS AT INTERSTATE 5/VALLEY VIEW AVENUE
AND INTERSTATE 5/FLORENCE AVENUE SEGMENTS**

NOTICE TO PROPOSERS

The following is a change that becomes a part of the request for proposals (RFP) documents for the above – identified project. RFP documents not specifically mentioned in this Addendum remain in full force:

CHANGES TO REQUEST FOR PROPOSALS:

1. Page A-1, "**A. Submission of Proposals**" is hereby modified as follows:

"In order to be considered, the Proposal must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on ~~Tuesday, November 27, 2012~~ Tuesday, December 4, 2012."

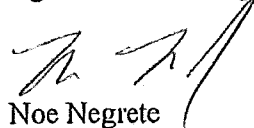
2. Page 1, "**TIMELINE TO SOLICIT PROPOSALS**" is hereby modified as follows:

"Deadline to Receive Proposals ~~Tuesday, November 27, 2012~~ Tuesday, December 4, 2012 at 3:00 p.m.

3. Page 2, "**SUBMISSION OF PROPOSALS**" is hereby modified as follows:

"To be considered, the Proposal must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on ~~Tuesday, November 27, 2012~~ Tuesday, December 4, 2012."

Please acknowledge receipt of Addendum No. 1 by attaching the enclosed copy with your signature to the Proposal package.


Noe Negrete
Director of Public Works

ACKNOWLEDGEMENT

NN/mc
mc

Company Name

By: _____
Signature

Date: _____

**NOTE: This Addendum sheet must be
Attached to Proposal.**



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November 27, 2012

ADDENDUM NO. 2

ENGINEERING DESIGN SERVICES FOR WATER MAIN RELOCATIONS AT INTERSTATE 5/VALLEY VIEW AVENUE AND INTERSTATE 5/FLORENCE AVENUE SEGMENTS

NOTICE TO PROPOSERS

The following is a change that becomes a part of the request for proposals (RFP) documents for the above-identified project. RFP documents not specifically mentioned in this Addendum remain in full force:

CHANGES TO REQUEST FOR PROPOSALS:

1. Page 2, "**6. Questions and Requests for Clarifications**" is hereby modified as follows:

Addition of Subsection "C. Questions and Answers"

"All questions shall be submitted to the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Wednesday November 28, 2012. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email. Questions submitted after the date and time specified above will not be responded to."

2. Page 7, Item 13B, Fourth Bullet Point, "**B. Cover Letter/Executive Summary**" is hereby modified as follows:

"A Statement that the Proposal submitted shall remain valid for ninety one hundred eighty (180) calendar days from submittal deadline."

QUESTIONS AND ANSWERS:

- Q1. Are plans or maps from Caltrans available to see limits of right of way proposed and what areas will be remaining?

- A1. *Final plans are not complete and are therefore not available.*

William K. Rounds, Mayor • Richard J. Moore, Mayor Pro Tem
City Council
Louie González • Laurie M. Rios • Juanita Trujillo
City Manager
Thaddeus McCormack

Engineering Design Services for Water Main Relocations
at Interstate 5/Valley View Avenue and Florence Avenue Segments
Addendum No. 2
November 27, 2012
Page 2 of 4

- Q2. Are plans available for review of the existing water system, or even atlas maps?
- A2. *Plans of the existing water system are available and have been posted on a link to the City's website.*
- Q3. It appears the proposed pipeline will be located in parking lot areas, please confirm.
- A3. *Portions of the pipeline on the north side of the I-5 Freeway will be relocated onto private property and Caltrans will provide easements for these pipelines. The pipeline on the south side of the I-5 Freeway, which is shown as parallel to the freeway, will ultimately end up in the relocated Firestone Boulevard and no easement will be required.*
- Q4. How are the cities of La Mirada and Downey involved in this project?
- A4. *The Valley View Avenue Segment of relocated water main will remain within the jurisdictional boundaries of the City of Santa Fe Springs so there is limited, if any involvement necessary with the City of La Mirada. The City of Santa Fe Springs water system serves the residents of Downey and Norwalk in the area west of the I-5 Freeway and South of Florence Avenue. The two cities are aware of the need to relocate the Santa Fe Springs water mains impacted by the I-5 Freeway widening. The Consultant is responsible to meet with and route plans through the Cities of Downey and Norwalk as required in order to secure plan approvals and necessary permits.*
- Q5. Are plan or maps from Caltrans available to see limits of right away proposed and what areas will be remaining?
- A5. *Final plans are not complete and are therefore not available.*
- Q6. Are traffic control plans required for the design, or can this be a responsibility of the Contractor?
- A6. *Traffic Control plans are not required with the water main relocation design. The Contractor will be responsible to provide Traffic Control plans.*
- Q7. Will engineering support during construction be needed, or will the City be handling responses to RFI's and shop drawing reviews?
- A7. *Per the Scope of Services, Section C on Page 4, Consultant is required to provide some level of construction support. City anticipates having a Construction Manager oversee the construction separate from this contract.*

- Q8. Items calls for A. Letter of Offer and B. Cover Letter/Executive Summary with both having almost the same requirements. Please clarify if this is a repetition/typo or the two letters are required in the submittal proposal.
- A8. *Both a Letter of Offer and a Cover Letter/Executive Summary letter are required for the proposal to be considered.*
- Q9. Also, please confirm that proposal shall remain valid for one hundred eighty calendar days (180) from the submittal deadline. Item 13B, has it as "ninety" in words and 180 in number format.
- A9. *That is a typo- "one hundred eighty" should precede (180) on the fourth bullet point of Section B on page 7 of the RFP.*
- Q10. Caltrans should have mapped most of this area both for aerial and also for Land Net (C/L and R/W). What are Caltrans' horizontal and vertical control limits for this freeway projects as our design should be tied into it in case there are design issues, Is Caltrans survey data in metric?
- A10. *This information will be shared with the awarding Consultant after the contract has been awarded. The survey is in English units.*
- Q11. Does the City anticipate private property acquisition and preparation of legal description for easements?
- A11. *Property acquisitions and preparation of legal descriptions for easements to be done by Caltrans?*
- Q12. Does the City anticipate potholing and, if so, how many per segment?
- A12. *Need for potholing is not anticipated as part of this contract.*
- Q13. As far as geotechnical investigations, how many geotechnical borings per segment is anticipated?
- A13. *It is anticipated that the Consultant will have access to geotechnical borings done by Caltrans for each segment.*
- Q14. The RFP does not appear to mention what scale is to be used for the plan sheets. For water main projects, 1:40 scale is commonly used. However, 1:20 scale is sometimes used. This impacts the number of sheet for each plan set.
- A14. *Use 1" = 40' for water plan and profile sheets.*

- Q15. The RFP does not appear to mention if a profile is desired for the plan sheets. Typically, profiles are included for water main plans, although this is not requirement. This impacts the number of sheet for each plan set.
- A15. *Prepare water plan sheets showing both plan and profile.*
- Q16. Per the RFP, under 9-D (Task 4), Fourth bullet: the Consultant is to obtain Permits form Local City/County/State Agencies. Is the Consultant also responsible for coordinating with these agencies (i.e. Downey & Norwalk) for attending meeting, review of plans, special notes on plans, signature blocks on plans, etc.? The fact that the work is within these agencies jurisdiction may suggest more than just permit coordination.
- A16. *In addition to obtaining permits from local City/County/State agencies, consultant is responsible to attend meetings, review of plan comments, special notes on plans, signature blocks, obtaining signatures, etc.*

Please acknowledge receipt of Addendum No. 2 by attaching the enclosed copy your signature to the Proposal package.



Noé Negrete
Director of Public Works

NN/jb

ACKNOWLEDGEMENT

Company Name

By: _____
Signature

Date: _____

NOTE: These Addendum sheets must be
Attached to Proposal.

Interstate 5 Freeway Water Main Relocations at Valley View Ave. and Florence Ave.
A-E Proposal and Interview Evaluations
January 2013

Proposal Evaluation Summary

Criteria	Tetra Tech, Inc.				MARRS				PSOMAS				AKM			
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4
Experience/ Capability of Firm	18	13	15	15	13	14	14	14	13	13	13	14	12	13	12	10
Project Manager	18	17	17	19	18	17	17	18	17	17	16	17	16	18	15	17
Project Understanding/ Approach	16	16	17	18	18	17	18	17	16	18	18	18	18	17	17	16
Past Experience/ References	18	17	20	20	18	18	17	19	16	18	17	17	18	18	17	16
Pricing	9	9	10	10	8	8	9	10	7	8	9	9	8	8	8	10
Subtotal scores	11	10	12	13	14	13	14	14	9	12	12	13	12	13	13	14
Average Score, Written Prop.:	90	82	91	95	89	87	89	92	78	86	85	88	84	87	82	83
	89.5				89.25				84.25				84			

Criteria	CivilTec				SA Associates				DMR Team			
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4
Experience/ Capability of Firm	13	11	10	13	13	9	11	10	9	10	10	12
Project Manager	17	17	17	18	16	15	15	16	9	14	12	17
Project Understanding/ Approach	17	15	15	17	16	14	16	17	9	13	12	15
Past Experience/ References	12	12	15	15	18	16	15	16	5	18	10	15
Pricing	8	8	9	10	8	5	7	9	5	6	6	7
Subtotal scores	7	10	10	15	12	13	10	14	8	11	11	13
Average Score, Written Prop.:	74	73	76	88	83	72	74	82	45	72	61	79
	77.75				77.75				64.25			

Interstate 5 Freeway Water Main Relocations at Valley View Ave. and Florence Ave.
A-E Proposal and Interview Evaluations
January 2013

Interview Summary

Criteria	Tetra Tech, Inc			PSOMAS			AKM Consulting Engineers			MARRS Services, Inc.		
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Design Concerns	13	12	14	12	10	12	14	12	14	12	12	10
Technical Skills & Expertise	13	14	14	12	10	12	13	12	14	12	12	11
Team's Experience/ Similar Projects	13	14	13	12	12	12	13	12	14	12	12	9
Past Experience/ Complexity	13	10	14	12	8	12	14	10	14	11	10	9
Experience Working with Caltrans	18	17	18	15	14	15	17	12	17	16	12	13
Construction Scheduling	16	15	18	15	12	14	17	12	20	17	10	13
Subtotal scores	86	82	91	78	66	77	88	70	93	80	68	65
Average Score, Interview:	86.33			73.67			83.67			71		

Final Rankings

Firm	Total Score
Tetra Tech, Inc.	87.92
AKM Consulting Engineers	83.83
MARRS Services, Inc.	80.13
PSOMAS	78.96

"Total score" equals the average of rankings by the three reviewers of the Proposals (100 points available) and the interviews (100 points available)

CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the CITY OF SANTA FE SPRINGS (CITY), and _____, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in attached proposal and shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. CITY shall compensate CONSULTANT for the SERVICES as detailed in the letter of quote, dated _____, in the total amount of \$_____. CONSULTANT shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
3. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
4. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
5. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the negligent or willful acts, errors or omission of CONSULTANT, in the performance of the Agreement.
6. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
7. CONSULTANT shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
8. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:
 - a. Commercial General Liability Insurance with minimum limits of one million dollars

- (\$1, 000,000) per occurrence and,
- b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.
 - c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

9. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR signature Date

Name (Print):_____

Title:_____

Company Name:_____

Corporation____ Sole Proprietor____ Partnership____ LLC____

SSN or Tax ID#:_____

Address:_____

City, State, Zip:_____

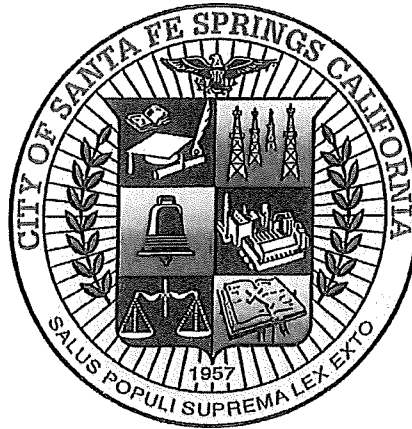
Telephone:_____

City of Santa Fe Springs Date
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-05

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES FOR WATER MAIN RELOCATIONS AT INTERSTATE 5/VALLEY VIEW AVENUE AND INTERSTATE 5/FLORENCE AVENUE SEGMENTS



CITY OF SANTA FE SPRINGS
PUBLIC WORKS DEPARTMENT

OCT 29 2012

ORIGINAL
BID SET

DEPARTMENT OF PUBLIC WORKS

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

"A great place to live, work, and play"

October 17, 2012

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS

PROJECT: ENGINEERING DESIGN SERVICES FOR WATER MAIN RELOCATIONS
AT INTERSTATE 5/VALLEY VIEW AVENUE AND INTERSTATE
5/FLORENCE AVENUE SEGMENTS

To All Interested Parties:

The City of Santa Fe Springs (SFS) is seeking proposals from qualified firms to provide engineering design services to prepare plans, specifications and estimates for the relocation of approximately 7,000 lineal feet of existing City water main systems. The consultant selected by the City shall have extensive experience and familiarity with water main relocations and a working knowledge of AWWA standards. All work is to be performed under the supervision of a Professional Engineer currently licensed to practice in the State of California. Proposers are asked to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

- A. **Submission of Proposals. In order to be considered, the Proposal must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, November 27, 2012.**

Interested Proposers must submit six (6) copies of their Proposal labeled "Proposal for Engineering Design Services for Water Main Relocations at Interstate 5/Valley View Avenue and Interstate 5/Florence Avenue Segments" to:

Noe Negrete, Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Proposer unopened.

The RFP can be downloaded from the SFS website which can be found at (http://www.santafesprings.org/depts/public_works/results.asp). In the event information cannot be downloaded from the SFS website, Proposers should contact Marsha Chavez, Support Services Supervisor, by fax at (562) 409-7651 or by email at

Notice of Request for Proposals

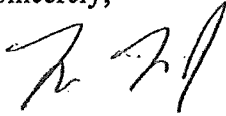
October 17, 2012

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marshachavez@santafesprings.org to request copies of the information they are unable to obtain through the SFS website.

- B. Pre-Submittal Meeting. No Pre-Submittal Meeting has been scheduled for this proposal.
- C. Requests for Information. All questions regarding this RFP must be directed to Mr. Frank Beach, Utility Services Manager, who can be reached by email at publicworks@santafesprings.org. Do not call or contact City staff.

Sincerely,



Noe Negrete
Director of Public Works

NN/fdb/mc

REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES FOR WATER MAIN RELOCATIONS AT INTERSTATE 5/VALLEY VIEW AVENUE AND INTERSTATE 5/FLORENCE AVENUE SEGMENTS

1. PROJECT DESCRIPTION

The City of Santa Fe Springs (SFS) is seeking proposals from qualified firms to provide engineering design services to prepare plans, specifications and estimates for the relocation of approximately 7,000 lineal feet of existing City water main systems. The consultant selected by the City shall have extensive experience and familiarity with water main relocations and a working knowledge of AWWA standards. All work is to be performed under the supervision of a Professional Engineer currently licensed to practice in the State of California. Proposers are asked to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

2. TIMELINE TO SOLICIT PROPOSALS

In support of the selection process, the following timeline has been established:

Activity Description	Date/Time
Request for Proposals Released	Monday, October 29, 2012
Deadline to Receive Proposals	Tuesday, November 27, 2012 at 3:00 p.m.

SFS reserves the right to modify any element of the timeline should that become necessary.

3. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has been scheduled for this proposal.

4. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, November 27, 2012. Interested firms shall submit six (6) copies of their Proposal labeled "Proposal for Engineering Design Services for Water Main Relocations at Interstate 5/Valley View Avenue and Interstate 5/Florence Avenue Segments" to:

Noe Negrete, Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

The firm's name and address shall be clearly marked on the outside of the envelope. Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened. The RFP can be downloaded from the SFS website. Faxed or e-mailed proposals will not be accepted nor will the City entertain any sales calls or presentations during the RFP process.

5. **DISSEMINATION OF RFP INFORMATION**

Information will be posted and available for downloading on the SFS website which can be found at (http://www.santafesprings.org/depts/public_works/results.asp).

From time to time, SFS may issue responses to requests for clarifications, questions, comments, addenda to this RFP, or other material related to this solicitation. It is the responsibility of the Consultant to check the SFS website regularly during the solicitation period for updated information. No requests for additional information shall be accepted 48 hours prior to proposal deadline. **By submitting a proposal, Consultants are deemed to have constructive knowledge and notice of all information on the website.**

In the event information cannot be downloaded from the SFS website, Consultants should contact Marsha Chavez, Support Services Supervisor, at (562) 409-7540 or by email at marshachavez@santafesprings.org to request copies of the information they are unable to obtain through the SFS website.

6. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

A. **Contact Person for the Project.** All questions or contacts regarding this RFP must be directed to Mr. Frank Beach, Utility Services Manager, who can be reached by email at publicworks@santafesprings.org.

B. **Clarifications of the RFP.** Consultants are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Consultant require clarifications to this RFP, the Consultant shall notify SFS in writing in accordance with Subsection "a" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued and posted on the SFS website at, http://www.santafesprings.org/depts/public_works/results.asp.

7. **ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by SFS will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. SFS will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document that they are aware of all addenda issued by SFS in their proposal.

8. **COST OF PROPOSAL PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. SFS shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit a proposal in response to this RFP or by any Consultant that is selected. Pre-contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to SFS;
- Negotiations with SFS on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of an agreement, and formal notice to proceed.

SFS will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant. SFS will be responsible for providing available technical data as well as consultation as requested by the Consultant.

9. **SCOPE OF SERVICES**

The Consultant will need to produce a complete set of plans, specifications and estimate for each of the two segments identified below. In general, the consultant will be expected to complete the following tasks for each segment:

- A. Task No. 1: Review Record Information. The Consultant shall meet with City engineering staff and water operations staff to obtain existing record information, data, and electronic files which are available to assist the consultant with the preparation of plans, specifications and estimates.
- B. Task No. 2: Prepare Detailed Plans, Specifications, and Estimates. The Consultant shall prepare a complete set of plans, specifications and estimates as needed to advertise and complete the relocation work for each segment in accordance with City's standard format for specifications. The Consultant shall not begin preparation on the specifications without first having received the City's boilerplate specification documents. The information shall be sufficiently detailed in order to receive uniform bids and to provide for accurate construction methods. This task will include all surveying work the Consultant believes will be needed to complete the design.

- C. Task No. 3: Provide Construction Support. The Consultant will be expected to provide construction support to the City and the City's Contractor as needed to facilitate completion of the work. This will include assisting the City in responding to all requests for information and reviewing submittals and shop drawings as necessary.
- D. Task No. 4: The Consultant Shall be Responsible for required:
- Soils Investigations,
 - Utility Search/Investigation to Include Existing Utilities and Proposed Utilities,
 - Survey Work,
 - Permits from Local City/County/State Agencies,
 - Coordination with Caltrans on I-5 Freeway Widening,

All labor and materials related to the Project, including research and materials, shall be the responsibility of the Consultant.

In conjunction with the Interstate 5 Freeway Widening Project, all existing conflicting water mains within the limits of the proposed freeway expansion need to be relocated to a new location. The consultant will need to ensure that the design for all water main relocation work is coordinated with the scope, schedule and phasing for the Caltrans improvements.

Within the City of Santa Fe Springs, the relocation of water mains is needed to accommodate two segments of the Interstate 5 (I-5) Freeway Widening Project. Due to the timing and staging of the Caltrans project, the relocation work for each segment must be treated by the consultant as a stand-alone project. For that reason, a complete Plans, Specifications and Estimates package must be produced for each segment. The segments that are the subject of this RFP are as follows:

Valley View Avenue

This segment of the I-5 project involves reconstruction and expansion of the Valley View Avenue/I-5 overpass and widening of the I-5 for approximately 1.44 miles on either side of the bridge. In conjunction with this segment, approximately 3,000 lineal feet of existing City-owned water mains need to be relocated. Service to existing properties and fire hydrants will need to be maintained during construction. Please refer to Exhibit "A".

Florence Avenue

This segment of the I-5 project involves reconstruction and expansion of the Florence Avenue/I-5 overpass and widening of the I-5 for approximately 1.7 miles on either side of the bridge. In conjunction with this segment, approximately 4,000 lineal feet of existing City-owned water mains need to be relocated. Please refer to Exhibit "B".

10. **SCHEDULE FOR PHASES OF WORK**

A. Valley View Avenue. The schedule for completing all design and relocation work for this segment has been established to be compatible with Caltrans' schedule for this segment of the freeway widening project.

B. Florence Avenue. The schedule for completing all design and relocation work for this segment has been established to be compatible with Caltrans' schedule for this segment of the freeway widening project.

Please Note: The full package for the Florence Avenue segment must be completed by May 17, 2013. The full package for the Valley View Avenue segment must be completed by July 31, 2013.

The City reserves the right to alter the schedule for selecting a consultant and awarding a contract, should such action be needed to accommodate the City.

11. **DELIVERABLES**

A. Three (3) hardcopies (24" x 36") on bond of 75%, 90% and final plans and specifications for each segment and supporting documentation for City review and comment.

B One (1) hardcopy and one (1) digital copy of final plans, specifications and estimates, not limited to the following information:

- i. Mylar set of water main relocation plans.
- ii. Electronic files of construction plans, specifications and estimates for both segments. The plans shall be in an AutoCAD 2004 format.
- iii. Electronic files in Microsoft Excel or Microsoft Word formats are acceptable for all other documentation. PDF files for final submittal will not be accepted.

12. **CONFLICT OF INTEREST**

Consultants are advised that SFS intends to award a contract through a process of full and open competition. By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the SFS since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;

- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Consultants;
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with SFS;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by this project; and
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of SFS who exercises any functions or responsibilities in connection with the referenced projects.

13. **REQUIRED FORMAT FOR PROPOSALS**

SFS is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty-five (35) double-sided pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

- A. Letter of Offer. The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:
- Identification of Consultant, including name, address, and telephone number;
 - Name, title, address, e-mail, and telephone number of contact person;
 - A statement to the effect that the Proposal shall remain valid for a period of not less than 180 calendar days from the date of submittal; and

- Signature of a person authorized to bind the Consultant to the terms of the Proposal.

B. Cover Letter/Executive Summary. The cover letter shall be limited to three (3) pages maximum and will not be counted as part of the total page count for the Proposal. One copy of the Proposal (Cover Letter) shall be signed by a duly authorized official of the prime Consultant's Firm. The cover letter shall, at a minimum, contain the following:

- Identification of the person within the Consultant's firm that has the authority to negotiate with SFS and to execute on behalf of the Consultant any agreement that may result from such negotiations. Identification shall include legal name of the company, corporate address, telephone and fax number. Include name, title, address, telephone number and email address of the individual who will be responsible for any negotiations with SFS and any contact person for Consultant during the period of proposal evaluation.
- Identification of all proposed subconsultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.
- A statement that the Proposal submitted shall remain valid for ninety (180) calendar days from the submittal deadline.
- Signature of a person authorized to bind Consultant to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

C. Qualifications of the Firm. This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide services in accordance with this RFP.)

- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.
- A list of similar projects that the firm has completed within the last five years. Information on the completed projects should include project name and description, agency and client name along with the person to contact and telephone number, year completed, contract fee, and the final project cost.

D. Proposed Staffing and Project Organization. This section of the Proposal should establish the method that will be used by the Consultant to organize and provide services as required in this RFP. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.
- Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel.
- The identity of key personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm. Include two (2) references for each key person with contact information for the reference.
- A statement that key personnel will be available to the extent proposed for the duration of the project and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of SFS. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.
- A description of any potential work not included in the consultant's scope of services or which has not been identified in this request for proposals, which the consultant feels is essential to the successful completion of the project. This would include additional services by the consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.

- E. Consultants and/or Subconsultants. The City desires to enter into a contract with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the City. If the Consultant plans on using consultants and/or subcontractors as part of its implementation plan, then company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project is required. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm's business and reporting relationship with any consultants and/or subcontractors. Include references and resumes for all third party firms shall be included in the proposal. The City has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.
- F. Work Approach. This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project and the construction timeline. More specifically, the Proposal should include the following:
- Consultant's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.
 - An outline of the activities that would be undertaken in completing the Scope of Services in a timely manner and specify who in the firm will perform them.
 - An explanation of the efforts that the firm would undertake to maintain effective communication with the City.
- G. Client References. List your five (5) most recent similar clients (including name, address, contact person, phone number, start and end dates of service, client contract manager name, phone number, and e-mail address). The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.
- H. Appendices. This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.
- I. Rights to Materials. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.
- J. Fee Proposal. A Fee Proposal and Scheduled of Performance shall be provided in a separately sealed envelope and shall comply with the following guidelines:

- i. Two copies of a Fee Proposal and Schedule of Performance shall be submitted in a separately sealed envelope plainly labeled "Fee Proposal" with the name of the company and project title. This information shall be presented in a manner that allows the City to understand the Fee and Schedule for each segment.
- ii. The Schedule of Performance shall depict individual project tasks, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The proposal shall include a breakdown of the estimated number of hours, by personnel category, needed to complete each task. In addition, the fee shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- iii. The terms and conditions for obtaining 'reimbursable costs' shall be identified in the proposal.

14. **PROPOSAL EVALUATION PROCESS AND CRITERIA**

A. General. All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarifications and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily at the lowest price. Criteria for the evaluation of the proposals may include but is not limited to the following:

- i. Completeness of proposal;
- ii. Consultant and key project team member's experience in performing similar work;
- iii. Methodology and quality control;
- iv. Consultant and key project team member's record in accomplishing work assignments for projects in the agreed upon timeframe;
- v. Consultant's demonstrated understanding of the scope of work;
- vi. Quality of work previously performed by the firm as verified by reference checks;
- vii. Ability to provide continuity of personnel;
- viii. Ability to provide timely services;
- ix. Relevant project experience;

- x. Verification that Consultant can meet scheduled project dates; and
 - xi. Fee Proposal.
- B. Evaluation. After evaluating all proposals received, SFS will rank the firms and the three (3) most qualified firms will be invited to an interview with the City evaluation committee.
- C. Interview. The Consultant should have available the project manager and key project personnel to discuss the following:
- i. The major elements of the proposal and be prepared to answer questions clarifying their proposal.
 - ii. A description of previously related experience for key project team member(s). Work sample exhibits may also be used.
 - iii. The proposed project schedule.
 - iv. The proposed personnel resources.
- D. Final Selection. The final selection will be the consultant which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City also reserves the right to reject any and all proposals, and accept or reject all or any part of any proposal, as well as re-issue or modify the RFP.

15. **EXCEPTIONS OR ADDITIONS**

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

16. **INSURANCE REQUIREMENTS**

Prior to the start of contract negotiations, the highest qualified Consultant will be required to submit to SFS the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with SFS.

The successful Consultant shall indemnify and hold SFS and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or

on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any subconsultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.
- All Certificates of Insurance of any kind shall name the City of Santa Fe Springs as additional insured with respect to the performance by the Consultant and all sub-consultants. The City will accept only Additional Insured (Form B), CG2010, with an edition date prior to 1993, unless approved otherwise by the City Attorney.

17. **BASIS FOR AWARD OF CONTRACT**

- A. Basis. SFS intends to select the Consultant on the basis of fair and competitive negotiations, demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the contract is to be awarded to the Consultant whose proposal best meets the technical requirements of the RFP as determined by SFS. Should an award be made, the proposal submitted by Consultant shall be incorporated as part of the final contract accordingly.
- B. Negotiations. Negotiations regarding a fair and reasonable price will begin after selection of the Preferred Consultant has been approved by the Director of Public Works. Should SFS be unable to obtain a fair and reasonable price through negotiations with the highest technically qualified consultant, SFS shall enter into negotiations with the next highest qualified consultant and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, SFS shall enter into negotiations with the next highest qualified consultant in sequence until an agreement is reached.

- C. Agreement. A professional services agreement shall be signed by the consultant prior to a Notice to Proceed being issued. No change in the scope of consultant services will be permitted without mutual written approval by the City and the Consultant.

18. COMPENSATION AND PROGRESS PAYMENTS

Consultant will be compensated on the basis of a fixed-fee contract with a final not-to-exceed cost to be negotiated following selection of a Preferred Consultant. Progress payments to the consultant will be based on the percentage of individual work tasks that have been satisfactorily completed and accepted by the City. Under no circumstances will the Consultant be paid more than 90% of the total project fee or the fee for any specific task until the final Plans, Specifications and Estimate package has been approved by the City Engineering of the City of Santa Fe Springs.

19. RIGHTS OF THE CITY

- A. SFS reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the Project; to modify SFS obligations or selection criteria; or take other actions needed to meet SFS' goals. In addition, SFS reserves the following rights:
- i. The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
 - ii. The right to amend, withdraw or cancel this RFP at any time without prior notice.
 - iii. The right to postpone proposal openings for its own convenience.
 - iv. The right to request or obtain additional information about any and all proposals.
 - v. The right to conduct a background check of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
 - vi. The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
 - vii. The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
 - viii. The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to SFS.

- ix. The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
 - x. Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
 - xi. City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of the proposal prior to award of a written contract will be born by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to the City become the property of the City.
- C. This RFP is not a contract or commitment of any kind by SFS, it does not commit SFS to enter into negotiations with any consultant and SFS makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by SFS are public information and will be made available to any person upon request after SFS has completed the proposal evaluation. Submitted proposals are not to be copyrighted.
- D. Should a contract be subsequently entered into between SFS and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a SFS business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

20. WAIVER OF PROPOSALS

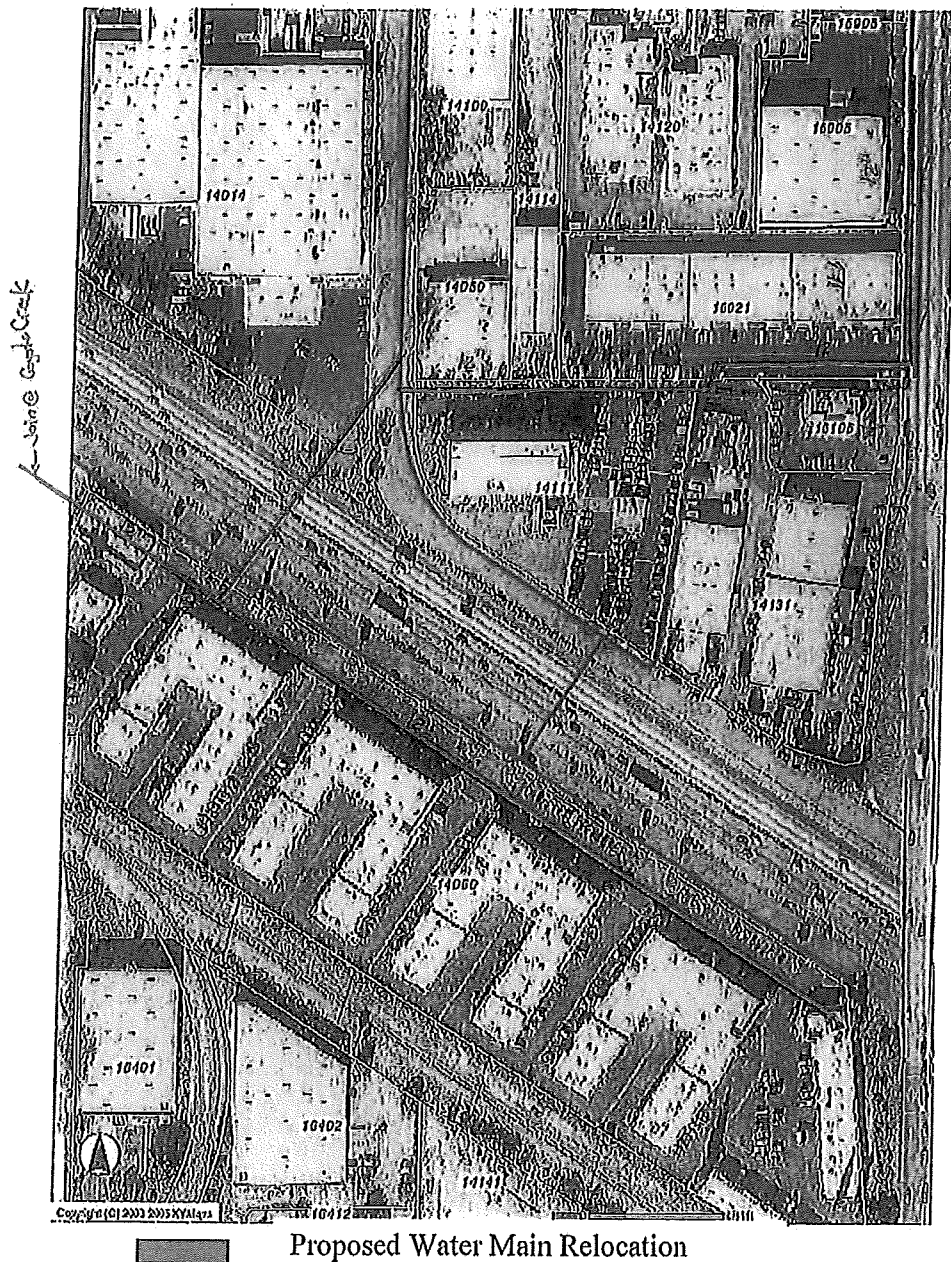
Proposals may be withdrawn by submitting written notice to the SFS Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of SFS.

21. **CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

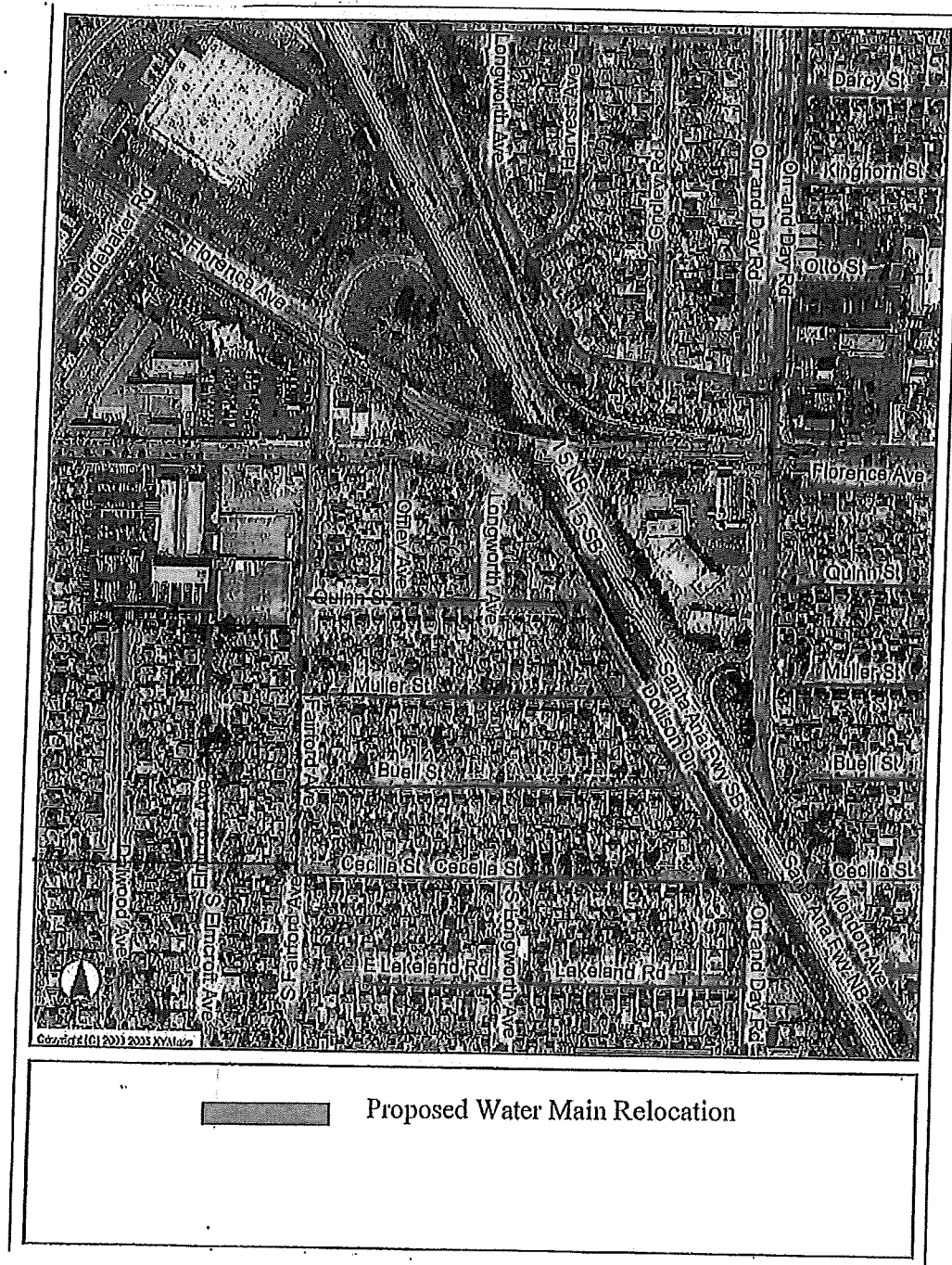
The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

22. **DISCLAIMERS**

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.



Valley View Avenue Segment Exhibit "A"



Florence Avenue Segment Exhibit "B"



City of Santa Fe Springs

City Council Meeting

February 28, 2013

PRESENTATION

To Outgoing Mayor, William K. Rounds

RECOMMENDATION

The Mayor may wish to present the small token of appreciation, on behalf of the entire City Council.

BACKGROUND

On January 10, 2013, the City Council reorganized and then Mayor William K. Rounds concluded his term as City Mayor. The City Council would like to recognize his outstanding service to the community during one of the most challenging years in the City's history.

Thaddeus McCormack
City Manager



PRESENTATION

Youth Leadership Committee Retreat to Green Valley, California (January 19-21, 2013)

BACKGROUND

The Youth Leadership Committee recently traveled to Green Valley, California for a retreat. The following are some key learning aspects of the retreat:

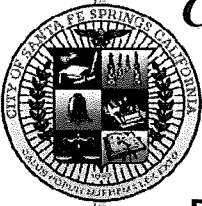
- Professional development including job search, application, and interview process
- Integrating new members into the Committee
- Understanding youth participation in city government
- Establishing a strong work base and involvement for upcoming events
- Time management skills
- Quality leadership skills and traits
- Civic duty and responsibility
- Learning more about themselves, Santa Fe Springs, and committee expectations
- Building self-confidence, teamwork, and leadership skills

The Mayor may wish to call upon Wendy Pasillas, Committee Chair, and other committee members present to assist with the presentation.

Thaddeus McCormack
City Manager

Attachment(s):

None.



City of Santa Fe Springs

City Council Meeting

February 28, 2013

PRESENTATION

Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

RECOMMENDATION

The Mayor may wish to call upon Fire Chief Mike Crook to introduce the newest members of the Santa Fe Springs Department of Fire-Rescue.

BACKGROUND

Five (5) Firefighter Candidates were hired December 3, 2012, to replace vacancies in the Department of Fire-Rescue that were open due to employee retirements.

The Five (5) Firefighters have completed a comprehensive two-week academy instructed by current Santa Fe Springs Fire-Rescue personnel. They are each currently assigned to one of the Fire Stations in the City.

They are considered Firefighter Candidates until their successful completion of a one-year probation. At that time they will receive permanent status with the City and receive their Santa Fe Springs Department of Fire-Rescue Firefighter badge.

New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

Kurt Buckwalter
Jesus Chavez
Paul Garcia
Michael Palacios
Joseph Strotman

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

February 28, 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

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.

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

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

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

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

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

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

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

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.

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

5

APPOINTED BY

NAME

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rios

Sally Gaitan

Rounds

Ted Radounis

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	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)