



## AGENDA

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

**MARCH 27, 2014 – 6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Juanita A. Trujillo, Mayor  
Laurie M. Rios, Mayor Pro Tem  
Richard J. Moore, Councilmember  
William K. Rounds, Councilmember  
Jay Sarno, 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**

Richard J. Moore, Director/Councilmember  
William K. Rounds, Director/Councilmember  
Jay Sarno, Director/Councilmember  
Laurie M. Rios, Vice Chair/Mayor Pro Tem  
Juanita A. Trujillo, 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 February 27, 2014 Special 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 February 27, 2014 Special Water Utility Authority Meeting

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

**Monthly Reports**

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

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

- C. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

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

**HOUSING SUCCESSOR**

**NEW BUSINESS**

5. License Agreement for Temporary Use of Housing Successor-Owned Land  
Consideration of a License Agreement for the temporary use of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902.)

**Recommendation:** That the Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary use of the subject property subject to the terms and conditions contained therein.

**SUCCESSOR AGENCY**

**NEW BUSINESS**

6. Approving a Bond Expenditure Agreement between the City of Santa Fe Springs ("City") and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs ("Successor Agency")

**Recommendation:** That the Successor Agency Approve a Bond Expenditure Agreement between the City and the Successor Agency.

7. Consultant Services Agreement for Long-Range Property Management Plan Preparation

**Recommendation:** That the Successor Agency authorize the City Manager or his designee to enter into a Consultant Services Agreement with Tierra West Advisors, Inc., to prepare a Long Range Property Management Plan at a cost not to exceed \$20,500.

**CITY COUNCIL**

8. **CITY MANAGER REPORT**

9. **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 February 27, 2014 Special City Council Meeting

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

**PUBLIC HEARING**

10. State of California Citizens' Option for Public Safety (COPS) Grant Program

**Recommendation:** That the City Council: 1). Open the Public Hearing for those wishing to speak on this matter; and 2). Approve the expenditure of the State of COPS funds as outlined in the plan contained herein.

**NEW BUSINESS**

11. Approving a Bond Expenditure Agreement between the City of Santa Fe Springs ("City") and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs ("Successor Agency")

**Recommendation:** That the City Approve a Bond Expenditure Agreement between the City and the Successor Agency.

12. Resolution No. 9435 – Ordering the Preparation of the Engineer's Report for FY 2014/15 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

**Recommendation:** That the City Council adopt Resolution No. 9435, ordering the preparation of the Engineer's Report for FY 2014/15 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

13. Resolution No. 9436 – Ordering the Preparation of the Engineer's Report for FY 2014/15 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

**Recommendation:** That the City Council adopt Resolution No. 9436, ordering the preparation of the Engineer's Report for FY 2014/15 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive.)

14. I-5 Freeway Florence Water Main Inspection Services (Phase I) – Award of Contract to Southstar Engineering and Consulting, Inc.

**Recommendation:** That the City Council: 1). Award a contract to Southstar Engineering and Consulting, Inc. to provide Construction Management and Inspection Services for the Florence Avenue I-5 Freeway Widening Segment Water Main Relocation Project (Phase I) for an amount not to exceed \$80,000; and 2). Authorize the Director of Public Works to execute a Professional Services Agreement with Southstar Engineering and Consulting, Inc. of Riverside, CA, to provide Construction Management and Inspection Services for the Florence Avenue I-5 Freeway Widening Segment Water main Relocation Project (Phase I).

15. Street Light Construction at 13833 Freeway Drive, Marquardt Avenue, and Mica Street (Golden Springs Development Company) – Authorization to Advertise Request for Bids

**Recommendation:** That the City Council: 1). Approve the Request for Bids; and 2). Authorize the City Engineer to advertise for construction bids.



16. Request to Revise and Eliminate Certain Conditions of Approval for Tentative Parcel Map Case No. 64981  
Request to revise Condition No. 16 and eliminate Condition Nos. 17 and 18 of Tentative Parcel Map Case No. 64981, both conditions of which are related to the maintenance of common areas and the funding mechanism for said maintenance, on the seven (7) industrial condominium units on the 3.655-acre parcel developed with four (4) industrial buildings, addressed 13567-13569, 13571-13573, 13575-13577, and 13579 Larwin Circle, in the M-2 Heavy Manufacturing Zone.  
(Jason Korengold for Turner Real Estate Investments)  
**Recommendation:** That the City Council: 1). Approve the applicant's request to revise Condition No 16 and eliminate Condition Nos. 17 and 18 of Tentative Parcel Map No. 64981; and 2). Authorize the Director of Planning to initiate the process to refund \$35,037 to Turner Real Estate Investment.
17. Award Bid to George Chevrolet for the Purchase of One 2015 Chevrolet Tahoe  
**Recommendation:** That the City Council award a bid to George Chevrolet for the purchase of one 2015 Chevrolet Tahoe in the amount of \$36,410.39.
18. Request for Approval of a Recyclable Materials Dealer Permit for SCOR INDUSTRIES (Jorge Orozco, Applicant)  
**Recommendation:** That the City Council approve the issuance of Recyclable Materials Dealer Permit No. 29 to SCOR INDUSTRIES subject to the conditions of approval as contained within this report.
19. Approve Community Support United Farm Worker Cesar Chavez Event  
**Recommendation:** That the City Council approve \$5,000 in community support from the General Fund Reserves to help with the funding for the May 3, 2014 United Farm Worker Cesar Chavez event.
20. 2014 Audit for Fire Rescue's Certified Unified Program Agency (CUPA)

**Please note: Items 21 – 31 will occur in the 7:00 P.M. hour.**

# *City of Santa Fe Springs*

Regular Meetings

March 27, 2014

**21. INVOCATION**

**22. PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

**23. Representatives from the Chamber of Commerce**

**24. Representatives from the Youth Leadership Committee**

**25. ANNOUNCEMENTS**

**PRESENTATIONS**

**26. Proclaiming April 6 – 12, 2014, as National Volunteer Week**

**27. Introduction of New Santa Fe Springs Policing Team Member**

**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSION**

**28. Committee Appointments**

**29. 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.*

**30. EXECUTIVE TEAM REPORTS**

**31. 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

March 21, 2014

Date

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

**February 27, 2014**

**1. CALL TO ORDER**

Mayor Trujillo called the meetings to order at 5:08 p.m.

**2. ROLL CALL**

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor Pro Tem/ Vice Chair Rios, Mayor/Chair Trujillo

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

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

**STUDY SESSION**

**3. Capital Improvement Projects (CIP) Implementation Plan**

**Recommendation:** That City Council provide staff with direction on prioritizing the list of projects funded by the CIP Fund and former Community Development Commission Fund.

The City Manager stated that CIP Subcommittee members Sarno and Rounds had done a substantial amount of work to establish the list of projects identified. The estimated cost of the projects is \$2.8 million. Noe Negrete outlined the funds that make up the \$2.8 million: Utility User's Tax (\$1.5 mil), General Fund (\$1.3), and \$200,000 from Prop A and C transportation funds. Staff is requesting that Council confirm the prioritization that has been identified by the Subcommittee.

The State Department of Finance has also approved the expenditure of an additional \$19 million in bond funds. Another list of projects that qualify for bond expenditure should be identified and a strategy for funding CIP projects in the future should be developed. The City Manager reported that the State gave the City more flexibility than expected. They have allowed the Successor Agency to delegate authority to spend bond money instead of having to go to the Oversight Board.

Councilmember Moore stated that in the future, the Council should prioritize the projects at the time they are approved in July.

Mayor Trujillo stated that the subcommittee already did the work of prioritizing the project list and was confident in their decisions.

Councilmember Moore stated that the Clarke Estate sound issue should be ranked on tier one. Council and staff discussed possible sound mitigation techniques.

Councilmember Sarno stated that he appreciated the confidence of the other Council.

Councilmember Moore moved the approval of Item 3 with the caveat that, in the future, the CIP Subcommittee should meet within 3 weeks of the approval of the CIP list by the City Council; Councilmember Rounds seconded the motion which passed by the following roll call vote: Moore, Rounds, Sarno, Rios, Trujillo. Councilmember Rounds abstained from Item #1; Mayor Pro Tem Rios abstained from Item #16; Mayor Trujillo abstained from Item #23.

Noe Negrete stated that staff is seeking direction on bond funded projects; street repair projects alone could use up more than \$19 million approved by the DOF. The total of all projects on the list is \$31 million. The City Manager stated that staff would like to develop a 3-year plan, but added that it may be necessary to bring in additional resources to complete the projects in the 3-year period.

Mayor Trujillo asked if the project list had been compiled by the former or present committee members. Mr. Negrete stated that it had been compiled by a combination of both. Mayor Trujillo stated that she was comfortable in allowing the subcommittee to move forward with identifying the next phase of bond-funded projects. Councilmember Rounds added that he was confident in the direction that the rest of the Council wanted to go. Mr. Negrete asked if the list should include street projects. Councilmember Rounds stated that he would like to see some of the worst streets included. Councilmember Sarno stated that the I-5 construction traffic should be considered when identifying the streets to be included. The City Manager stated that a tour could be arranged for the Council to view the streets identified. Councilmember Moore also suggested that a portion of the \$500,000 that is in the art fund might be used to repair some of the non-working fountains in the Sculpture Garden.

## **PUBLIC FINANCING AUTHORITY**

### **4. CONSENT AGENDA**

#### **Approval of Minutes**

- A. Minutes of the January 30, 2014 Special 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.

Vice Chair Rios moved the approval of Items 4 A & B; Director Rounds seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

## WATER UTILITY AUTHORITY

### 5. CONSENT AGENDA

#### **Approval of Minutes**

- A. Minutes of the January 30, 2014 Special Water Utility Authority Meeting

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

#### **Monthly Reports**

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

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

- C. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

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

Director Rounds moved the approval of Items 5 A, B & C; Director Moore seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

### **NEW BUSINESS**

6. Equipping Water Well No. 12 – Amendment No. 1 to AKM Consulting Engineers Professional Services Agreement

**Recommendation:** That the Water Utility Authority: 1). Approve an Amendment No. 1 to the Professional Services Agreement with AKM Consulting Engineers to provide Construction Management and Inspection Services for the Equipping of Water Well No. 12 for an amount not to exceed \$150,000; and 2). Authorize the Director of Public Works to execute an Amendment No. 1 to the Professional Services Agreement with AKM Consulting Engineers to provide Construction Management and Inspection Services.

Utility Services Manager Frank Beach gave a presentation on the project. Noe Negrete stated that staff will give quarterly updates to the City Council on this project.

Vice Chair Rios moved the approval of Item 6; Director Moore seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

7. Approval of Amendment No. 8 with Central Basin Municipal Water District

**Recommendation:** That the Water Utility Authority: 1). Approve Amendment No. 8 to Memorandum of Understanding (MOU) with Central Basin Municipal Water District; and 2). Authorize the City Manager to execute Amendment No. 8 with the Central Basin Municipal Water District which extends the MOU until December 31, 2014.

Director Moore moved the approval of Item 7; Director Rounds seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

8. FY 2013-14 Midyear Budget Review and Modifications

**Recommendation:** That the Water Utility Authority approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

**See Item 14.**

**HOUSING SUCCESSOR**

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

**SUCCESSOR AGENCY**

*There were items on the Successor Agency agenda for this meeting.*

**CITY COUNCIL**

**COUNCILMEMBER REQUESTED ITEM - TRUJILLO**

9. Southeast Area Animal Control Authority (SEAACA) Presentation

SEAACA Executive Director Sally Hazzard introduced Denise Woodside, Outreach Coordinator, who made a presentation on the services offered by the Authority.

10. **CITY MANAGER REPORT**

The City Manager reported that the City's Housing Element had been approved and adopted by the State. Also a survey was sent by the Dept. of Toxic Substance Control to the community and the City Council regarding Phibro-Tech.

11. **CONSENT AGENDA**

**Approval Minutes**

A. Minutes of the January 30, 2014 Special City Council Meeting

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

Mayor Pro Tem Rios moved the approval of Item 11A; Councilmember Rounds seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

12. 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.

The Public Hearing was opened at 6:37 p.m. There being no one wishing to speak, the Public Hearing was closed at 6:38 p.m.

Councilmember Rounds moved the approval of Item 12; Mayor Pro Tem Rios seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

## **ORDINANCE FOR INTRODUCTION**

### **13. Ordinance 1054 - Amending Provisions of the Heritage Artwork in Public Places Program**

**Recommendation:** That the City Council pass the first reading of Ordinance No. 1054 updating the bylaws of the Heritage Artwork In Public Places Program to reflect the following changes: Revise and define Heritage Arts Advisory Committee non-voting members.

The City Attorney read the ordinance by title and stated that the motion should be to waive further reading and introduce Ordinance 1054.

Mayor Pro Tem Rios moved the approval of Item 13; Councilmember Rounds seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

## **NEW BUSINESS**

### **14. FY 2013-14 Midyear Budget Review and Modifications**

**Recommendation:** That the City Council approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

Jose Gomez gave a presentation of the Midyear Budget and stated that the City should finish the fiscal year with a surplus of approximately \$376,000.

Councilmember Rounds moved the approval of Items 8 & 14; Mayor Pro Tem Rios seconded the motion which passed by the following roll call vote: Moore, Rounds, Sarno, Rios, Trujillo.

### **15. I-5 Pre-Construction Mitigation Phase II – Telegraph Road, Orr & Day Road, Pioneer Boulevard and Florence Avenue "Resurfacing & Reconstruction" Approval of Contract Change Order No. 2**

**Recommendation:** That the City Council: 1). Approve Contract Change Order No. 2 in the amount of \$91,142.81; and 2). Authorize the Director of Public Works to execute Contract Change Order No. 2.

Councilmember Moore moved the approval of Item 15; Councilmember Sarno seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

### **16. Soaring Dreams Plaza Water Feature – Insurance Claim Settlement**

**Recommendation:** That the City Council authorize the Mayor to execute a Release of All Claims form and accept a payment of \$111,000 from Payless Pool Service in full settlement and final release and discharge of all actions, claims, and demands in connection with damages to the Soaring Dreams Plaza water feature.

Councilmember Rounds moved the approval of Item 16; Councilmember Moore seconded the motion which passed by the following vote: Moore, Rounds, Sarno, Rios, Trujillo.

**CLOSED SESSION**

17. CONFERENCE WITH LEGAL COUNSEL- INITIATION OF LITIGATION  
PURSUANT TO SUBDIVISION (d) (4) OF SECTION 54956.9  
**One Case:** Water Well No. 1

Mayor Trujillo recessed the meetings at 7:00 p.m.

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

18. **INVOCATION**

Mayor Pro Tem Rios gave the Invocation.

19. **PLEDGE OF ALLEGIANCE**

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

**INTRODUCTIONS**

20. Representatives from the Chamber of Commerce

The Mayor introduced Randall Courtney of DDWerks/Red Shirt Printing.

21. Representatives from the Youth Leadership Committee

Members of the Youth Leadership Committee introduced themselves.

**ANNOUNCEMENTS**

22. Maricela Balderas called on the members of the Youth Leadership Committee to give the Community Announcements.

**PRESENTATIONS**

23. Presentation to Milestone Event Celebrants

Public Relations Specialist Julie Herrera introduced new parents Monique Flores and Ricardo Encinas who celebrated the birth of their son, Vincent Encinas; and Elisa O. Acevedo who celebrated her 80<sup>th</sup> birthday.

24. Introduction of New Santa Fe Springs Policing Team Members

Captain Aviv Bar introduced Sergeant David Elizarraras and Officer Salvador Murillo.

**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

25. Committee Appointments

Mayor Pro Tem Rios nominated and Mayor Trujillo appointed Doris Yarwood to the Beautification Committee.

26. **ORAL COMMUNICATIONS**

Oral Communications were opened at 7:31 p.m. There being no one wishing to speak, Oral Communications were closed at 7:31 p.m.



**27. EXECUTIVE TEAM REPORTS**

Cuong Nguyen reported that Planning Department staff was able to retain and relocate four businesses in town: Cheri's Donuts, Express Pizza, The Water Store, and the bakery that was formerly located in Jax Market.

Noe Negrete thanked Councilmember Moore for attending the I-5 public meeting at St. Pius. A similar meeting to be held at Santa Fe High School is planned.

Dino Torres reported that: Public Safety staff participated in "Read Across America" at local elementary schools; a successful Diversity program, which featured Alvin Law, was held at local schools last week; Outreach regarding scams was made to senior citizens at committee meetings; the Silver Shield Awards will be held Friday, February 28.

Chief Crook reported that: SFS Firefighters also participated in "Read Across America;" the Fire Department secured a grant in the amount of \$140,000 which will be used to purchase vehicles and equipment; Ridgeline has completed the first phase of tank removal. These tanks were not involved in the odor issues. The next phase will be to remove the tanks that were involved in the odor issue.

Jose Gomez reviewed the computer upgrades currently in progress; employees will participate in a full-day training for the new software.

Maricela Balderas reported that Childcare is participating in "Let's Move," a program developed by First Lady Michelle Obama to solve the epidemic of childhood obesity; the Breast Cancer Awareness program was postponed to March 8; the Metropolitan Baseball Opening Day will be held March 1, at 10:00 a.m.

Mayor Pro Tem Rios thanked the Family & Youth Intervention staff for providing the impactful motivational speaker, Alvin Law, at the Diversity program. She also thanked Chief Crook for providing information about the Prescription Drug Program at the committee meetings.

Councilmember Rounds thanked staff for their condolences in the loss of his father-in-law. Councilmember Moore thanked Noe Negrete for his presentation on the I-5 construction at St. Pius.

Mayor Trujillo thanked Parks & Recreation Director Carole Joseph for the Penny Carnival and Christmas Float Volunteer Recognition Reception. She also thanked all the employees who read to classes during "Read Across America."

**28. ADJOURNMENT**

At 7:49 p.m., the Public Financing Authority and Water Utility Authority meetings were adjourned. The Housing Successor, Successor Agency, and City Council meetings were adjourned to March 13 at 5:00 p.m. in memory of Councilmember Rounds' father-in-law, Alfred Jerry Garcia, Margaret Bustos' nephew, Christian Bustos, and longtime resident Colleen Rogers.

\_\_\_\_\_  
Juanita Trujillo, Mayor

ATTEST:

\_\_\_\_\_  
Anita Jimenez, CMC  
Deputy City Clerk

\_\_\_\_\_  
Date



# City of Santa Fe Springs

Public Financing Authority Meeting

March 27, 2014

## NEW BUSINESS

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

### RECOMMENDATION

That the Public Financing Authority receive and file the report.

### BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

#### Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/14	None
Outstanding principal at 2/28/14	\$17,050,000

#### Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/14	None
Outstanding principal at 2/28/14	\$7,190,000

#### Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/14	None
Outstanding principal at 2/28/14	\$3,225,000

#### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 2/28/14	None
Outstanding principal at 2/28/14	\$2,630,000

#### Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 2/28/14	None
Outstanding principal at 2/28/14	\$33,844,429

#### Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 2/28/14	None
Outstanding principal at 2/28/14	\$10,480,000

#### Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 2/28/14	None
Outstanding principal at 2/28/14	\$40,170,000

Bond Repayment

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

The former Community Development Commission issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012, and is administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Unspent bond proceeds in the amount of \$18,197,265, recycled bond proceeds in the amount of \$1,000,000, and accumulated interest earning are held by the Successor Agency to the former Community Development Commission. Under the redevelopment dissolution legislation, unspent bond proceeds cannot be spent until a Finding of Completion (FOC) is issued by the California Department of Finance (DOF). The FOC is available to successor agencies upon completion of required reports and payment of required balances to the Los Angeles County Auditor-Controller.

The Successor Agency received its FOC on December 5, 2013. The Successor Agency is in the process of entering into a Bond Expenditure Agreement (Agreement) with the City to transfer control of the unspent proceeds to the City to be spent in accordance with the original bond requirements. In addition to Successor Agency and City Council approval, the Oversight Board and DOF will need to approve the Bond Expenditure Agreement before any projects may commence.



Thaddeus McCormack  
City Manager/Executive Director

**PLEASE SEE ITEM 3A**



## *City of Santa Fe Springs*

Water Utility Authority Meeting

March 27, 2014

### **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.

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

Kana Engineering Group, Inc. is currently under contract and have presented submittals of well construction materials for staff's review. Mobilization of materials and equipment has begun along with light clearing and grubbing of the site.

##### Abandonment of Water Well No. 4 and No. 309

General Pump Company is currently under contract and is waiting for required permit approval prior to destroying both wells.

##### Water Rate Study

Raftelis Financial Consultants, Inc. is currently gathering billing data for the water rate study analysis. Staff has provided Raftelis with billing and budget data for the study.

#### FISCAL IMPACT

All projects are fully funded through the Water Fund.

#### 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:

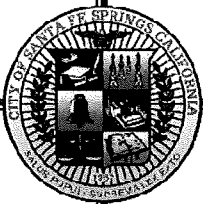
None

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

  
Date of Report: March 17, 2014

4B



# City of Santa Fe Springs

Water Utility Authority Meeting

March 27, 2014

## NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

### RECOMMENDATION

That the Water Utility Authority receive and file the report.

### BACKGROUND

The Santa Fe Springs WUA is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

#### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 2/28/14

None

Outstanding principal at 2/28/14

\$6,890,000

In May 2013, the WUA issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds are restricted for use on water system improvements. In August 2013, the WUA appropriated the proceeds for the Equipping Water Well No. 12 Project.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

Thaddeus McCormack  
City Manager/Executive Director



**NEW BUSINESS**

License Agreement for Temporary Use of Housing Successor-Owned Land

Consideration of a License Agreement for the temporary use of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902.)

**RECOMMENDATION:**

That the Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary use of the subject property subject to the terms and conditions contained therein.


**BACKGROUND**

The subject 3.9± acre property, located at 13231 Lakeland Road, was acquired by the Community Development Commission in 2008 for the purpose of developing affordable housing. Ownership was transferred to the Housing Successor by operation of law on February 1, 2012. Since that time, Staff has been negotiating the final terms of a development agreement for the affordable housing project.

For the sixth time, the Los Angeles County Chief Executive Office is requesting the temporary use of the subject vacant property for the parking of trucks and equipment on behalf of the County Clerk's Office related to the upcoming June election. The proposed term is for approximately five weeks (from May 12 through June 13, 2014.)

**FISCAL IMPACT**

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

  
Thaddeus McCormack  
City Manager

**Attachments:**

Location Aerial

Lease Agreement

# *City of Santa Fe Springs*

Housing Successor

March 27, 2014



## **Lease of Housing Successor-Owned Land (3.9± Acres) 13231 Lakeland Road (APN: 8011-012-902)**





**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License") is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between THE CITY OF SANTA FE SPRINGS, hereinafter referred to as the Licensor, and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the Licensee.

The parties hereby agree as follows:

1. PREMISES. The Licensor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee the right to use the parking lot, comprising 3.9 acres of land, located at 13231 Lakeland Road, Santa Fe Springs, (AIN 8011-012-902) in the County of Los Angeles, State of California hereinafter referred to as the "Premises."

2. TERM. The term of this License shall commence on May 12, 2014 (the "Commencement Date") and terminate on June 13, 2014.

3. CONSIDERATION. Licensee hereby agrees to pay as a license fee, for the Premises during the term of this License, the sum of One Dollars (\$1.00). License payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Licensor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

4. USE. Licensor agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as off-street, in and out parking for the Registrar Recorder County Clerk on a 24 hour/7 days basis.

5. REPAIRS AND MAINTENANCE. Licensee agrees to maintain the Premises, at Licensee's sole expense. Licensee's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence. Licensee agrees to return said Premises to Licensor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.

6. UTILITIES. Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

## 7. DEFAULT.

A. Default by Licensee: Licensee agrees that if default shall be made in the payment of the license fee in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensor to declare said term ended and to terminate this License upon the giving of five (5) days written notice. In addition thereto, Licensor shall have such other rights or remedies as may be provided by law. Licensor may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given.

B. Default by Licensor: Licensor shall not be in default in the performance of any obligation required to be performed under this License unless Licensor has failed to perform such obligation within three (3) days after the receipt of written notice of default from Licensee specifying in detail Licensor's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensor's default of any material obligation upon giving of three (3) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensor cures the default within the three (3) day period after the notice is given. Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensor's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensor is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensor would be entitled.

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

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

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

City of Santa Fe Springs  
11710 East Telegraph Road  
Santa Fe Springs, CA 90670  
Attention: Wayne Morrell

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

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

with a copy to:

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

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

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

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

## 9. INSURANCE.

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

B. Licensee Indemnification. Licensee shall indemnify and hold Licensor, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. For purposes of this section, Licensee shall be understood to include all employees of the County of Los Angeles who come on to the Premises for parking or any other purpose. Licensee shall also provide Licensor with a self-insurance certificate naming Licensor as an additional insured for Liability Coverage. Nothing in this License shall be construed to waive, limit, or supersede any of Tenant's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to Labor Code section 3864.

C. Waiver of Subrogation. The Licensor and Licensee each waives their rights and their insurers' rights of recovery against the other for any loss arising from or relating to this Agreement.

10. ASSIGNMENT AND SUBLETTING. Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's prior consent shall be void and of no force or effect.

11. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.

12. GENERAL PROVISIONS.

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

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

C. Time. Time is of the essence of this License and each and all of its provisions in which performance is a factor.

D. Recordation. Neither party may record this License.

E. Quiet Possession. Upon Licensee paying the License fee hereunder, Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.

F. Prior Agreements. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.

G. Force Majeure. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Severability. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Impairment of Title. Licensors shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensors, requesting that the County be notified of any Notice of Default filed by any of Licensors' lenders, to the address of County as specified in Section 10 of this License.

K. Choice of Law. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

L. Interpretation. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensors or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

N. Lobbyists. Licensors and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensors, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensors or any County lobbyist or County lobbying firm retained by Licensors to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

### 13. ENVIRONMENTAL MATTERS.

A. Hazardous Materials. Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee, the Premises, the Building or the Common Areas.

B. Licensor Indemnity. Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term of this Agreement concerning the presence of Hazardous Materials in the Building or the Premises. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.

14. WARRANTY OF AUTHORITY. Each of the undersigned signatories for the Licensor hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.

15. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS. Should Licensor require additional or replacement personnel after the effective date of this Agreement, Licensor shall give consideration for any such employment to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Licensor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Licensor.

16. SOLICITATION OF CONSIDERATION. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the County's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

17. NON-DISCRIMINATION.

A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Property.

B. Form of Nondiscrimination and Nonsegregation Clauses. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming

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

(ii) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.

18. IRREVOCABLE OFFER. In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the County Board of Supervisors in reliance on Licensors’ covenant to license to the County under the terms of this license offer, the Licensor irrevocably promises to keep this offer open until April 30, 2014.



IN WITNESS WHEREOF, pursuant to Chapter 2.08 of the Los Angeles County Code this License has been executed by the Licensor and on behalf of the Licensee by its Chief Executive Officer or his designee, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

LICENSOR:

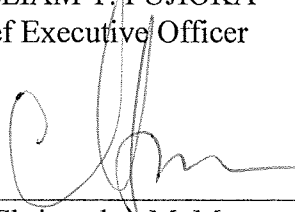
THE CITY OF SANTA FE SPRINGS

By \_\_\_\_\_  
Wayne Morrell  
Director of Planning and Development

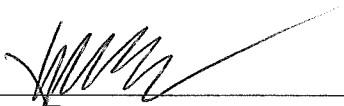
LICENSEE:

COUNTY OF LOS ANGELES  
a body politic and corporate

WILLIAM T. FUJIOKA  
Chief Executive Officer

By:   
Christopher M. Montana  
Director of Real Estate Division

ATTEST:  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

By:   
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By:   
Deputy



# *City of Santa Fe Springs*

Successor Agency Meeting

March 27, 2014

## **NEW BUSINESS**

Approving a Bond Expenditure Agreement between the City of Santa Fe Springs ("City") and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs ("Successor Agency")

### **RECOMMENDATION**

That the Successor Agency Approve a Bond Expenditure Agreement between the City and the Successor Agency.

## **BACKGROUND**

In June 2011, ABx1 26 dissolved California redevelopment agencies and prohibited spending of any outstanding unspent bond proceeds. AB 1484 subsequently amended the dissolution bill and provided a mechanism to allow successor agencies to spend unspent bond proceeds from bonds issued prior to January 1, 2011. The bill provided that upon obtaining a Finding of Completion ("FOC") successor agencies would be allowed to spend unspent bond proceeds from pre-2011 bonds. An FOC is required to be issued upon California Department of Finance ("DOF") acceptance of required reports and payment of available cash balances. The Successor Agency completed all required steps and received its FOC on December 5, 2013.

Currently, the Successor Agency may only pay obligations approved on a Recognized Obligation Payment Schedule ("ROPS") which is prepared twice a year covering the 6-month periods from July to December and January to June of each year. The ROPS are required to be submitted several months prior to the effective date which creates timing problems in terms of entering into obligations related to projects funded by unspent bond proceeds.

As a result, the DOF has provided guidance that allows the Successor Agency and City to enter into an agreement to transfer unspent bond proceeds to the City to complete projects and activities consistent with the original bond requirements, including spending the proceeds within the project areas. The proposed agreement was drafted by the City Attorney based on information from DOF staff and is modeled after a similar agreement between the City of Oakland and the Oakland Redevelopment Successor Agency, which was approved by DOF. Under the agreement, only the initial transfer of the bond proceeds is required to be included on an approved ROPS.

On February 13, 2014, the Successor Agency approved ROPS 14-15A covering the period of July 1, 2014 through December 31, 2014, which includes the transfer of



## *City of Santa Fe Springs*

Successor Agency Meeting


March 27, 2014

\$19,271,985 in unspent bond proceeds to the City. The proposed Bond Expenditure Agreement formalizes the obligation for the Successor Agency to transfer the bond proceeds and for the City to spend the proceeds in accordance with the bond requirements.

If approved, the Agreement will be forwarded to the Successor Agency Oversight Board ("OB") and DOF for approval. Upon OB and DOF approvals and as of July 1, 2014, the City will have full authority to enter into contracts to carry out the projects and activities authorized in the bond documents. The City is currently working with the CIP sub-committee to prioritize projects to be funded with the bond proceeds.

### **FISCAL IMPACT**

If approved, the Agreement will provide for unspent bond proceeds in the amount of \$19,271,985, plus accrued interest, to be transferred to the City of Santa Fe Springs for spending in accordance with the bond documents.

  
Thaddeus McCormack  
City Manager

### **Attachment:**

Bond Expenditure Agreement

## **BOND EXPENDITURE AGREEMENT**

This Bond Expenditure Agreement (this "Agreement") is entered into on March 27, 2014, by and between the City of Santa Fe Springs, a municipal corporation (the "City"), and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency"). This Agreement shall not be effective until approved by the Successor Agency's Oversight Board and the State Department of Finance.

### **Recitals**

A. The Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on December 5, 2013.

B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").

C. The Successor Agency has and will have "excess bond proceeds", and wishes to use such proceeds for redevelopment purposes consistent with applicable bond covenants.

D. The California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178 allows a successor agency and its sponsoring city to enter into agreements with the approval of the oversight board.

E. The Successor Agency desires to provide excess bond proceeds to the City to enable the City to use such funds, in a manner consistent with the original bond covenants, to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City. The City Council has found that the use of excess bond proceeds to fund projects that involve City-owned public buildings, facilities, structures, or other improvements is in accordance with Health and Safety Code Sections 33445, 33445.1, and 33679 and other applicable law.

F. In order to facilitate the use of excess bond proceeds consistent with the bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of current and future excess bond proceeds from the Successor Agency to the City, and the City's use of such proceeds consistent with applicable bond covenants and all applicable laws. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from excess bond proceeds. With Oversight Board approval, the Successor Agency has listed this Agreement, and the requirement to transfer excess bond proceeds herein, on its Recognized Obligation Payment Schedule ("ROPS") for July through December of 2014 ("ROPS 14-15A") as an obligation to be funded with excess bond proceeds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### 1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

### 2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the indicated meaning:

The "Dissolution Law" means Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code, commencing with Section 34170, and other statutes governing the dissolution of redevelopment agencies and the wind-down of redevelopment activities.

"Bond Proceeds" mean (1) proceeds from tax allocation bonds issued on or before December 31, 2010, (2) rents, sale proceeds and other revenues generated by properties acquired and/or improved with proceeds from tax allocation bonds issued on or before December 31, 2010, (3) interest and principal paid on loans funded by proceeds from tax allocation bonds issued on or before December 31, 2010, and (4) other income or revenues generated from assets acquired or funded with proceeds from tax allocation bonds issued on or before December 31, 2010.

"Excess Bond Proceeds" means Bond Proceeds that are not needed to satisfy Enforceable Obligations approved on a ROPS.

"Enforceable Obligations" mean enforceable obligations, other than Excess Bond Proceeds obligations, as defined under the Dissolution Law.

### 3. THE SUCCESSOR AGENCY'S OBLIGATIONS

The Successor Agency shall have the following obligations under this Agreement:

3.1. CURRENT EXCESS BOND PROCEEDS. The Successor Agency shall transfer to the City, no earlier than July 1, 2014 and no later than July 31, 2014, Excess Bond

Proceeds in the amount of \$19,271,985, plus all interest accrued thereon up to the date of such transfer.

**3.2. FUTURE EXCESS BOND PROCEEDS.** The Successor Agency shall transfer to the City all future Excess Bond Proceeds held or received by the Successor Agency. Such future Excess Bond Proceeds shall include, without limitation: (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation, and (3) any other funds held by the Successor Agency that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. The Successor Agency shall be responsible for ensuring that payments of future Excess Bond Proceeds, as such funds become available, are included on the next possible ROPS.

**3.3. PROJECTS FUNDED BY EXCESS BOND PROCEEDS.** The Successor Agency assigns to the City all responsibilities and contracts, if any, related to the administration of any projects or programs funded by Excess Bond Proceeds.

#### **4. THE CITY'S OBLIGATIONS**

The City shall have the following obligations under this Agreement:

**4.1. RETENTION OF EXCESS BOND PROCEEDS.** The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City pursuant to this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to the Successor Agency, and shall use such funds for uses consistent with applicable bond covenants.

**4.2. USE OF EXCESS BOND PROCEEDS.** The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized by the City Council of the City. However, the City must spend Excess Bond Proceeds consistent with the original bond covenants applicable to the particular Excess Bond Proceeds, and must comply with all requirements of federal tax law and all applicable requirements of the California Community Redevelopment Law as to the use of such funds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs

and activities, as long as the transfer is within a single project area if applicable bond covenants restrict such funds to a particular project area.

The City shall indemnify and defend the Successor Agency, and its officers and agents, against, and shall hold the Successor Agency, and its officers and agents, harmless from, any claims, causes of action, or liabilities arising from the misuse of Excess Bond Proceeds by the City or the failure of the City to ensure that Excess Bond Proceeds are used in accordance with bond covenants, federal tax law, and the California Community Redevelopment Law.

The City assumes all contracts, if any, entered into by the Successor Agency or the former Community Development Commission/Redevelopment Agency related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by the Successor Agency relating to Enforceable Obligations. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project.

## 5. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

5.1. This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

5.2. This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

5.3. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

## 6. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

## 7. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

## 8. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

## 9. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

In witness whereof, the undersigned parties have executed this Bond Expenditure Agreement as of the date first above written.

**THE CITY OF SANTA FE SPRINGS,**  
a municipal corporation

By: \_\_\_\_\_  
Juanita Trujillo, Mayor

Approved as to form and legality:

By: \_\_\_\_\_ City Attorney

**THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS**

By: \_\_\_\_\_  
Juanita Trujillo, Chairperson





## **NEW BUSINESS**

### Consultant Services Agreement for Long-Range Property Management Plan Preparation

#### **RECOMMENDATION:**

That the Successor Agency authorize the City Manager or his designee to enter into a Consultant Services Agreement with Tierra West Advisors, Inc., to prepare a Long Range Property Management Plan at a cost not to exceed \$20,500.

#### **BACKGROUND**

Assembly Bill 1484 specifically under Health and Safety Code Section 34191.5(b) requires Successor Agencies to prepare a Long-Range Property Management Plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency. Also pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency must submit the LRPMP Plan to the Oversight Board and Department of Finance (DOF) no later than six months following the issuance by the DOF to the Successor Agency of the Finding of Completion pursuant to Health and Safety Code Section 34179.7. The City of Santa Fe Springs Successor Agency received its Finding of Completion on December 5, 2013; therefore, the LRPMP needs to be submitted to the DOF on or before June 4, 2014. In addition, Health and Safety Code Section 34177.3(b) authorizes Successor Agencies to create enforceable obligations to conduct the work of winding down the redevelopment agency.

Proposals were solicited from four consulting firms qualified to prepare the LRPMP related to the wind-down of redevelopment agencies. The LRPMP is subject to approval by the Oversight Board and the DOF and is required to include the following information pertaining to all real property assets of the Successor Agency:

- Date of acquisition, value at time of purchase, and estimated current value;
  - o Purpose for which the property was acquired;
  - o Parcel data;
  - o Estimate of current value;
  - o Estimate of lease rental or other revenues generated by the property;
  - o History of environmental contamination;
  - o Description of property's potential for transit-oriented development;
  - o History of development proposals and activity;
- Recommended use or disposition of all the properties owned by the Successor Agency.

Staff and the Lilley Planning Group, the consultant firm hired by the City to provide consultant services to the Planning Department, evaluated the four proposals. The proposals were evaluated based on the following criteria: qualifications, scope of services, ability to conduct services, reference and cost. For each criterion, the proposal was evaluated on a scale of 1-5, not to exceed a total score of 25. The following table illustrates the ranking.


**Table I**

Proposal	Qualifications	Scope of Services	Ability to Conduct Services	References	Cost	Total Score
Kosmont Companies	2	2	3	0	2	9
RSG	5	4	4	5	4	22
Tierra West Advisors	4	5	4.5	5	5	23.5
Jones Lang LaSalle (JLL)	4	5	2	3	3	17

After evaluating all proposals, Staff and the Lilley Planning Group is recommending that the firm of Tierra West Advisors, Inc., be selected to prepare the City's LRPMP. This determination was based on their cost and comprehensive scope of services. Additionally, the firm has experience in real estate economics, asset management, and planning, and a partnership approach in developing the LRPMP.

#### **FISCAL IMPACT**

Preparation of the LRPMP is a State-mandated activity. The Recognized Obligation Payment Schedule for the period July 1, 2014 through December 31, 2014, ROPS 14-15A, includes an enforceable obligation of \$35,000 for the preparation of the LRPMP. The cost of the agreement with Tierra West Advisors, Inc., \$20,500, will be charged to this enforceable obligation.

  
Thaddeus McCormack  
City Manager

#### **Attachments:**

Proposals from Kosmont & Associates, Inc., Rosenow Spevacek Group, Inc., Tierra West Advisors, Inc., Jones Lang LaSalle



January 30, 2014

Mr. Wayne M. Morrell  
Director of Planning  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**Re: Proposal for Long-Range Property Management Plan Advisory Services**

Dear Mr. Morrell:

Kosmont & Associates, Inc. doing business as Kosmont Companies, ("Consultant" or "Kosmont"), is pleased to present this proposal for Long-Range Property Management Plan ("PMP") advisory services to the City of Santa Fe Springs and the Santa Fe Springs Successor Agency ("Client" or "City"). This proposal serves as the Agreement ("Agreement").

**I. BACKGROUND**

Consultant understands that the Client desires assistance in preparing, completing and submitting to the California Department of Finance ("DOF") the PMP in compliance with California state law governing redevelopment dissolution.

**II. SCOPE OF SERVICES**

**Task 1: PMP Preparation and Submittal**

The process of creating and submitting the PMP includes performing the following subtasks as required by AB1484 for the list of properties on Attachment B (Working Draft as provided to Kosmont by the City), but not necessarily in this order (except sub-tasks j and k):

- a. Inventory properties under ownership of the SA including the value at the time of acquisition and the estimated value today, based on information provided to Kosmont by the Client.
- b. Identify the purpose for which each property was acquired, based on information provided to Kosmont by the Client.
- c. Identify the means by which each property was acquired (e.g. Bond financing, cash, other), based on information provided to Kosmont by the Client.
- d. Gather parcel data (address, lot size, and current zoning).
- e. Estimate current value of the parcels. Client to provide Kosmont any relevant documents including appraisals, if applicable.

- f. Estimate lease, rental, and other revenues generated by the properties and the contractual requirements of these funds.
- g. Describe the history of environmental contamination and associated remediation efforts. The proposal provides that this component will be based on information provided to Kosmont by the Client. Cost for additional reports or studies, if required, are not included in the proposed budget. Kosmont uses a list of environmental experts depending on specific conditions, and to the extent necessary will recommend and direct environmental specialists for additional studies/evaluations. Environmental firms would be contracted by Client.
- h. Describe each property's potential for transit-oriented development and the advancement of the planning objectives of the Client.
- i. Describe the history of previous development proposals and activity, including the rental or lease of property, based on information provided to Kosmont by the Client.
- j. Describe the Client's plans for use and/or disposition of properties, based on information provided to Kosmont by the Client.
- k. Draft PMP.
- l. Assist the SA with submittal of PMP and with follow-up communication with DOF.

#### **Task 2- Advisory Services for existing/former RDA Bonds (Optional)**

In coordination with Task 1 as necessary, Kosmont will review bond indentures and related documents for covenants, pledges and liens concerning properties and assets held by the Successor Agency. The purpose of such review will be multi-faceted, with the primary purpose being to determine what legal or contractual restrictions may be in place on specific properties in relation to the intended strategy for their retention and/or disposition, as applicable. Kosmont will also evaluate the potential for debt service savings from a refunding(s) and the ability to deploy such savings and/or any unexpended bond proceeds to help implement the City's economic development strategies. Such uses may include funding improvements that may be necessary to implement the long term strategies as related to the properties identified for retention in the PMP, to satisfy ROPS obligations, and/or other City priorities.

#### **III. SCHEDULE & REQUIRED DATA**

Consultant is prepared to commence work on Task 1 immediately upon authorization by Client. AB1484 requires the PMP to be completed within 6 months of the Successor Agency's receipt of the Finding of Completion ("FOC"). The City of Santa Fe Springs received their FOC on December 5, 2013. The PMP must be submitted on or before June 3, 2014 and will require Oversight Board Approval pursuant to a properly noticed public hearing.

#### **IV. COMPENSATION**

Compensation for services under Task 1 is an estimated budget range of \$20,000 to \$25,000 to be invoiced on a time and materials basis. Any future increases in the budget will require approval by Client in advance.

Services will be invoiced monthly at Consultant's billing rates, as shown on Attachment A. Invoices will include additional reimbursement for out-of-pocket expenses such as air and automotive travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at Consultant's normal mileage reimbursement rate of 56.5 cents per mile), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost.

Consultant will include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

#### **Disclosure: Possible Compensation for future transaction-based services**

When projects using Kosmont Companies advisory services involve real estate/property brokerage (e.g. sales, acquisitions, ground leases) or public financing transactions (e.g. bonds, notes) on behalf of the public agency, such transaction based services are typically provided by Kosmont Realty Corporation ("KRC") which is an independently licensed California brokerage firm (#01770428) and a registered municipal advisor with the Securities Exchange Commission (SEC). Unless otherwise agreed to, compensation for transaction based services are typically commission and/or performance fee based. This disclosure is not intended to commit the City to such services or compensation.

To the extent Broker Opinions of Value (BOV) are needed for individual properties which are included in the PMP, KRC provides such BOVs on a fixed fee per property basis.

#### **V. OTHER PROVISIONS**

**A. Termination.** Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

**B. Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The

provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

**C. Attorneys' Fees.** In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

**D. Authority.** Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

**E. Further Actions.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

**F. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

**G. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**H. Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

**I. Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

**J. Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

**K. Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

**L. Governing Law.** The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

**M. Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

**N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

**O. Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

**P. Limitation of Damages.** In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

**Q. Expiration of Proposal for Services.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

**R. Not an agreement for Legal Services or Legal Advice.** This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

**S. Hold Harmless and Mutual Indemnification.** It is agreed that the City shall defend, hold harmless and indemnify Consultant, its officers and employees, from any and all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries or death of any person or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the performance of the Consultant or which result from the negligent act or omissions of the City, its officers, and/or employees, provided that this shall not apply to injuries for which Consultant has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

It is further agreed that Consultant shall defend, hold harmless, and indemnify the City, its officers, and employees from any and all claims, suits, or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the negligent acts or omissions of the Consultant, its officers and/or employees, other than Consultant, provided that this shall not apply to injuries for which City has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In the event of concurrent negligence of the City, its officers and/or employees, Consultant, its officers and/or employees, to persons and/or property, which arise out of terms and conditions of this, Agreement shall be apportioned according to the California theory of comparative indemnity.

The duty of each party to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**T. Insurance.** Consultant, at its own cost and expense, shall provide and maintain general liability and property damage insurance for the period covered by this agreement



in the amount of One Million dollars (\$1,000,000) per occurrence combined single limit coverage. Such coverage shall include, but not limited to, protection against claims arising from bodily and personal injury including death resulting therefrom, damage to property resulting from activities contemplated under this Contract. Such insurance shall be with insurers qualified to do business in California and shall provide that notice be given to the City of Santa Fe Springs at least ten (10) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

- (1) Policy shall cover on an "occurrence" basis.
- (2) Policy must cover contractual liability.
- (3) The City of Santa Fe Springs, its elected officials, agents and employees shall be named as additional insured, and the policy shall stipulate that it will operate as primary insurance.

#### VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Consultant will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

\_\_\_\_ Day of \_\_\_\_\_ 2014

**City of Santa Fe Springs and  
Santa Fe Springs Successor Agency**

**Kosmont & Associates, Inc.**  
doing business as "Kosmont Companies"

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: Larry J. Kosmont, CRE

Its: \_\_\_\_\_  
(Title)

Its: President & CEO

## ATTACHMENT A

### Kosmont Companies - 2014 Public Agency Fee Schedule

#### Professional Services

President & CEO	\$295.00/hour
Partner / Senior Vice President / Senior Consultant	\$250.00/hour
Vice President / Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
GIS Mapping / Graphics Service / Research	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

---

#### • Additional Expenses

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Realty Corporation professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

#### • Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

---

*Rates shall remain in effect until December 31, 2014*

**ATTACHMENT B**

**(Insert PDF List of Successor Agency Properties)**



ROSENOW SPEVACEK GROUP INC. T 714 541 4585  
309 WEST 4TH STREET F 714 541 1175  
SANTA ANA, CA E INFO@WEBRSG.COM  
92701-4502 WEBRSG.COM

**Via Electronic Mail**

February 27, 2014

Mr. Wayne M. Morrell  
CITY OF SANTA FE SPRINGS  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**PROPOSAL FOR LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO AB 1484**

Dear Mr. Morrell:

RSG is pleased to present this proposed scope of work and budget to prepare for the City of Santa Fe Springs ("City") and the Successor Agency to the Redevelopment Agency of the City of Santa Fe Springs ("Successor Agency") a Long Range Property Management Plan ("Plan") required by Assembly Bill 1484 ("AB 1484").

RSG has been serving as a trusted advisor to our clients for 33 years, but perhaps never more so than the last three years during which former redevelopment agencies, and now successor agencies, have been on a chaotic and unpredictable journey. With the passage of AB 1484, the Successor Agency must now submit a formal Plan for the disposition of real property to the Oversight Board of the Successor Agency ("Oversight Board") for approval. The State Department of Finance ("DOF") must ultimately approve this Plan as well.

The Plan must include an inventory of information for each property, and identify the ultimate use or disposition strategy for each property. Permitted uses include the following:

- Retention of property for governmental use
- Retention of property for future development
- Sale of property
- Use of property to fulfill an enforceable obligation

Once the Plan is approved by DOF, the properties subject to disposition are placed in a Community Redevelopment Property Trust Fund administered by the Successor Agency. The proposed Plan will be designed to meet the requirements of AB 1484 and facilitate the transfer of properties efficiently.

**STATEMENT OF EXPERIENCE**

RSG has extensive experience assisting local agencies, cities, and counties with property disposition as part of our real estate services to improve the utilization of land while meeting the housing, retail, and/or public needs of the community. Immediately recognizing the importance of land held by many clients, RSG drafted some of the first disposal procedures adopted by successor agencies and oversight boards to ensure these assets were thoughtfully addressed in a way that maximizes value, and not through a "fire sale".

COMMUNITY INVESTMENT & IMPROVEMENT  
LOCAL GOVERNMENT SOLUTIONS  
FINANCIAL ANALYSIS  
REAL ESTATE & DEVELOPMENT  
HOUSING

## **RELEVANT EXPERIENCE - REAL ESTATE AND DEVELOPMENT**

In total, RSG has analyzed nearly \$50 billion in real estate development, resulting in the construction of over 11,000 residential units, 4,250 hotel rooms, and over 100 million square feet of commercial, industrial, office, retail, and mixed-use buildings.

RSG brings a wealth of knowledge in the real estate and development fields – not only from our extensive experience in providing these services, but also through our first-hand experience in real estate brokerage, investment, development, construction, entitlements, and project design. Our real estate professionals work with a broad spectrum of projects for the firm and keep abreast of the latest industry trends through professional associations such as the Urban Land Institute, International Council of Shopping Centers, California Realtors Association, as well as other local organizations. Formulating innovative solutions, attention to detail, and adherence to project schedules are signatures of our service.

In addition, in order to deliver real estate asset management services to our clients, our firm maintains a corporate brokers license (CA DRE #01930929), and have one licensed broker and one licensed sales person on staff.

### **Long-Range Property Management Plans**

RSG is uniquely qualified to assist with the Successor Agency's dissolution activities, including preparation of the PMP. As an advisor to redevelopment agencies for over 33 years, we are well versed in the nuances of property acquisition, disposition, and redevelopment, including development programming and financing. In order to best serve our clients, RSG has remained at the forefront of legislative changes. We pride ourselves on our ability to provide information and guidance that makes good sense and best positions our clients for the next step.

RSG has prepared, or is in the process of preparing, Long Range Management Plans for over 25 agencies in California, many of which previously used RSG for redevelopment services. Some clients include:

- South Gate
- Pico Rivera
- Bell
- El Monte
- Twenty-nine Palms
- Fontana
- San Bernardino County
- Shasta Lake
- San Carlos
- Westminster

### **Market Analysis and Research**

RSG conducts detailed economic and market research using reliable industry data resources corroborated by first-hand field research and local market evaluations to identify viable implementation strategies and investment opportunities. Identification of niche market opportunities for local communities based on consumer preferences and research, and an understanding of long-term demographic and land use trends are areas of expertise for RSG. As an alternative to traditional market studies, RSG is also working to pioneer the development of trends analysis, which are market studies analyzing local economic drivers over a longer period of time in order to align strategic planning with land use policies.

### **Site Assessment and Positioning**

RSG brings a highly experienced consultant team comprised of former real estate investors, developers, and public sector officials, who are skilled in performing land use programming, highest and best use analyses, property valuation analyses, and feasible development strategies. RSG also specializes in repositioning existing assets and formulating reuse strategies to reinvigorate communities and provide new revenues to municipalities.

### **Property Disposition**

RSG understands how to effectively stimulate interest from highly experienced and financially capable developers. The firm is experienced in formulating viable disposition strategies and executing creative marketing outreach to the private development community to ensure the successful implementation of those strategies. When it is time to make a deal, there is no substitute for knowledge, creativity and experience in negotiating agreements on behalf of public agencies. RSG has the requisite knowledge and extensive experience necessary to bring complex public-private transactions to fruition, including disposition and development agreements, owner participation agreements, long-term ground leases, as well as required legal documents (including Health and Safety Code Section 33433 Summary Reports).

### **Property Acquisition**

RSG offers full-service real estate acquisition services. From site identification to tenant relocation (once a property has been acquired), RSG is truly a one-stop shop for clients who wish to simplify the acquisition process. We offer services related to site selection, valuation analyses, negotiations, hazardous material surveys and removal coordination, escrow coordination, condemnation process coordination, and tenant relocation.

### **Fiscal and Economic Impact**

In many circumstances, understanding both the big picture and importance of a single project is critical. Other times, the big picture is the project. Public agencies and private developers look to RSG when they need to know the ongoing municipal revenues and service costs, employment, community benefits, and secondary impacts of a development project or land use plan.

### **Land Use Economics**

Key to the success of many land use plans (such as general plans, specific plans, and corridor strategies) are their market viability and economic feasibility. RSG is experienced in analyzing and determining the land use economics for such plans, and recommending alternatives and changes were necessary.

## **REFERENCES**

### **Long-Range Property Management Plan – City of El Monte**

The El Monte Successor Agency inherited 65 real property assets from the former El Monte Community Redevelopment Agency. RSG worked diligently with Successor Agency and City staff to produce a thorough plan that identified properties for sale, properties to retain for governmental use, and disposal of property to fulfill enforceable obligations. RSG also helped staff identify priority properties that were time sensitive in nature and posed an undue financial burden on the Successor Agency, in order to facilitate the review and approval of the disposition plan for these properties by the Oversight Board and Department of Finance first.

This work also included market valuation analysis, coordinating and obtaining Title and Deed documents, research to identify ownership of properties, preparation of a final report, and presentation of the information contained in the plan to the Successor Agency, Oversight Board, and Department of Finance. RSG was also called upon to attend multiple meetings with the Oversight Board and Department of Finance to answer questions and further clarify the Successor Agency's plan for disposition of property.

The El Monte Property Management Plan was approved by the Successor Agency and Oversight Board and is currently being reviewed by the Department of Finance.

*Jesus Gomez, Assistant City Manager*  
*(626) 580-2001*

#### **Long-Range Property Management Plan – City of Fontana**

Faced with the potential required disposition of 116 properties, the City of Fontana retained RSG to prepare a Long-Range Property Management Plan (LRPMP) for the Successor Agency. This engagement has included:

- A comprehensive review of all agency records and title research to ensure that all required properties were included
- A detailed analysis of comparable sales, real estate market research, and broker surveys to determine the value of each property
- A thorough review of the existing redevelopment plans and five-year implementation plan to isolate those properties needed for planned projects and to provide legally defensible evidence to the California Department of Finance (DOF) regarding the need to implement these projects
- A review of the City's General Plan and Specific Plans to identify planning objectives for properties
- Coordination with City staff regarding all development proposals related to all properties
- Drafting a comprehensive and detailed LRPMP report that meets all legal requirements and includes aerial maps and photographs of each property, written in clear, direct language for ease of review for the Oversight Board and the DOF.

The City of Fontana requested that RSG complete the PMP within a few months, significantly ahead of the DOF deadline, so that the city could continue with several development plans as soon as possible. RSG fulfilled the city's request on schedule and on budget. Since submitting the LRPMP, RSG has continued working with the City of Fontana to respond to requests for information from DOF and to assist city staff in making the case for preferred property disposition and implementation of the LRPMP.

*David R. Edgar, Deputy City Manager*  
*(909) 350-6739*

#### **Long-Range Property Management Plan – City of Shasta Lake**

The Shasta Lake Successor Agency inherited 9 properties from the former Redevelopment Agency. The Successor Agency aimed to submit their Property Management Plan immediately following receiving their Finding of Completion in early-April 2013. RSG worked diligently with Successor Agency staff to meet this deadline and produce a thorough plan that identified properties for disposal, properties to transfer to the City of Shasta Lake, and properties to retain for governmental use. This work included discussions with Successor Agency and City staff, market research, obtaining Title and Deed documents, and reviewing City and Redevelopment Agency Agendas, Minutes, and Resolutions for historical context. The Shasta Lake Property Management Plan was approved by the Successor Agency and Oversight Board and is currently being reviewed by the Department of Finance.

*John Duckett, City Manager*  
*(530) 275-7427*

#### **SCOPE OF SERVICES**

The proposed Scope of Services is based upon AB 1484. RSG is happy to discuss modifications to the scope as needed to satisfy the Successor Agency's needs. RSG has identified the following tasks.

### **1.0 Kickoff Meeting/Call**

The RSG consulting team will meet with staff to collect information on the sites and discuss the Successor Agency's requirements and goals for site disposition and development. RSG anticipates two meetings with staff and attendance at an Oversight Board meeting to present the Long Range Property Management Plan. Any future ongoing meetings with the Department of Finance would be handled outside of this current scope.

### **2.0 Property Inventory Database**

RSG will review pertinent data and documentation provided by City staff to create the comprehensive database required by AB 1484 that will reflect the utilization and valuation of the Successor Agency properties, including the following:

- Location, site/parcel, and lot size
- Property Valuation (Current value of property will be obtained from Staff and/or other third party data resources)
- General Plan and Zoning designation
- Sales/use history of property
- Environmental information to determine status (Based on Preliminary and/or existing information from Federal and State environmental databases)
- Original purpose for acquisition of property
- Title Information (Based on preliminary title information provided through third party data resources)
- Date of acquisition
- Purchase price/value at time of acquisition
- Notations of any redevelopment plans which identifies subject properties
- Any contracts for lease or other encumbrance of the property
- Potential for transit-oriented development
- History of development proposals for use where applicable

It is our understanding that Successor Agency staff has begun to populate the Long Range Property Management Plan database with general site specific information. However, RSG will perform further review and assist the Successor Agency in the completion of remaining required fields. Where applicable, RSG would consult with appropriate staff and legal counsel to ensure adequate understanding of specific policies, standards, and/or conditions that must guide disposition, such as a judgment or settlement agreement.

### **3.0 Prepare & Present the Long Range Property Management Plan**

RSG will prepare a streamlined Plan consisting of the required parcel database to satisfy the requirements of Section 34191.5(c)(1) that may be adopted by the Successor Agency and/or the Oversight Board. The document will provide the required analysis and documentation for all pertinent properties regarding the Successor Agency's intentions for disposition, retention (if applicable), and transfer.

### **TIMELINE**

We anticipate this engagement will be completed within 30-60 days from kickoff meeting/call.

### **PROJECT TEAM**

This engagement will be lead by Felise Acosta, Principal-in-Charge and Ms. Tara Matthews, Senior Associate, will be the Project Manager. Other key consulting staff for this engagement includes Brian Moncrief, Associate and Dominique Clark, Research Assistant who will be involved with various research, data collection, analysis and report preparation duties. Mr. Moncrief has extensive experience with real



Mr. Wayne M. Morrell  
CITY OF SANTA FE SPRINGS  
February 27, 2014  
Page 6

estate market research and analysis as well as pro forma analysis. Mr. Moncrief is also currently engaged to provide services related to successor agency dissolution in the cities of Avalon, El Monte, and Bell. Other RSG staff will be assigned as needed. Resumes of all staff members are available on our website: [www.webrsg.com](http://www.webrsg.com).

#### FEES

We will provide these services outlined in this proposal on a time-and-materials basis, with a not to exceed amount of **\$31,000** to undertake this assignment under our existing contract with the City. In the event that services outside those outlined above are required by the City, these services will be billed on a time-and-materials basis, after City authorization, separately from the **\$31,000** budget stated previously. Costs associated with meetings with the Department of Finance (if necessary) in Sacramento will be billed as a reimbursable outside of the not to exceed amount.

RSG does not charge clients for mileage (except direct costs related to field surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

#### HOURLY BILLING RATES:

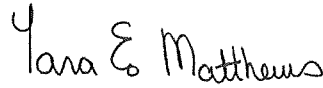
Principal/Director	\$ 210
Senior Associate	165
Associate	150
Senior Analyst	125
Analyst	115
Research Assistant	100
Technician	75
Clerical	60
Reimbursable Expenses	Cost plus 10%

We appreciate the opportunity to submit our proposal to the City and Successor Agency, and look forward to working with you. If you have any questions, please do not hesitate to contact us at 714.316.2111.

Sincerely,  
ROSENOW SPEVACEK GROUP INC.



Felise Acosta  
Vice President/Principal



Tara Matthews  
Senior Associate

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Letter Proposal for  
Long Range Property Management Plan  
City of Santa Fe Springs



February 28, 2014

Mr. Wayne M. Morrell  
Director of Planning  
City of Santa Fe Springs  
11710 Telegraph Rd.  
Santa Fe Springs, CA 90670

RE: Request for Letter Proposal for Long Range Property Management Plan

Dear Mr. Morrell:

Tierra West Advisors, Inc. ("Tierra West") is pleased to provide the City of Santa Fe Springs, Successor Agency and Oversight Board (collectively, "City") the following letter proposal for completing a Long Range Management Plan (LRPMP), as required by Assembly Bill x1 26 and Assembly Bill 1484. The attached information principally describes our firm's experience, capabilities, and qualifications for completing the LRPMP by its June 4, 2014 due date.

Assembly Bill 1484 states that within six (6) months after receiving a Finding of Completion from the Department of Finance (DOF) each successor agency must submit a Long Range Property Management Plan to their respective oversight board and DOF for approval (Exhibit 1). The City received its Finding of Completion on December 5, 2013 and now has six (6) months to submit its LRPMP. The LRPMP shall address the disposition and uses of the real properties held by the former redevelopment agency, and will include the DOF's spreadsheet template containing the required property information. Tierra West has reviewed the full inventory of real property, and will work diligently to help transfer all rightful assets back to the City for their highest and best use.

Pursuant to AB 1484, Tierra West proposes a Scope of Work that includes the following tasks for the successful completion of the Long Range Property Management Plan:

- A review of all forty-seven (47) pertinent City assets and real property (Exhibit 2). For each asset, Tierra West will identify:
  - Date of acquisition and value of property at time of acquisition
  - Purpose for which the property was acquired
  - Parcel data, including address, lot size, and current zoning
  - Estimate of current value of parcel, including appraisal if available
  - Estimate of any lease, rental, or any other revenues generated by the property
  - History of environmental contamination
  - Examination of use as a Transient Oriented Development and advancement of the planning objectives of the successor agency
  - History of previous development proposals and activity

2616 East 3rd Street  
Los Angeles California 90033  
T 323/265 4400  
F 323/261 8676  
W [tierrawestadvisors.com](http://tierrawestadvisors.com)

REAL ESTATE & DEVELOPMENT  
STRATEGISTS

## Long Range Property Management Plan City of Santa Fe Springs

- Working collaboratively with the City, an examination and determination of the potential use or disposition of all of the properties in the Community Redevelopment Property Trust Fund.
  - Permissible uses include:
    - Retention for governmental use
    - Retention for future development
    - Sale of the property
    - Use of property to fulfill an enforceable obligation

In addition to our firm's expert knowledge of redevelopment law and brokerage experience, we are very knowledgeable with regard to housing, industrial and retail projects. For many of these projects Tierra West has been tasked with reviewing developer documents, pro forma analysis, parking district compliance, advising City staff and assisting with developer negotiations, and contributing to City Council meetings.

Prior to the passage of ABx1 26 and AB 1484, the Principals of Tierra West provided real estate and advisory services to public agencies and redevelopment agencies throughout the State of California for more than thirty-five (35) years. As experts in the field of redevelopment, real estate marketing and brokerage (Tierra West is a licensed brokerage firm), Tierra West is uniquely qualified to provide the City of Santa Fe Springs with sound guidance through the entire property disposition and sale process. Tierra West understands the goals of our public sector clients' constituents, staff and elected officials as well as the developers' and purchasers' of properties being disposed. Tierra West represents public and private sector clients in both the acquisition and disposition of assets, and brings a multi-disciplinary approach to our work.

Currently, Tierra West is providing Successor Agencies with ABx1 26 and AB 1484 support services to our public sector clients. Our ABx1 26 and AB 1484 support services have included creating housing asset lists, developing long-range property management plans, implementation of property management strategy, and interim staffing services. Should the City require redevelopment dissolution services in addition to the requested Long Range Asset Management Plan services, Tierra West is highly qualified and readily available to perform these tasks as the dissolution process moves forward.

### COMPANY INFORMATION

Principal and operating Partner-John Yonai began his professional corporate career in 1980 with utility giant AT&T and PT&T where he provided a variety of real estate support services including corporate real estate planning, long-range projections, asset management services for large commercial office property management oversight, coordination of negotiations to acquire property through purchase and by leasing, right-of-way, and property acquisitions and disposition. Subsequently Mr. Yonai was also involved with the break-up of the Bell System and divestiture and sale of assets.

In 1991 John Yonai joined Rosenow Spevacek Group, a Southern California consulting firm, and for 16 years served as the Partner-In-Charge overseeing the firm's real estate efforts. In September 2006, Mr. Yonai expanded the services and scope of Tierra West Real Estate



## Long Range Property Management Plan City of Santa Fe Springs

Consultants, bringing on Partners and reorganizing itself as Tierra West Advisors, Inc. to include the following services:

- Economic Development plans and strategies
- Real estate financial services including pro-forma analysis and feasibility studies
- Redevelopment services, currently assisting Successor Agencies meet State requirements
  - ABx1 26 and AB1484 requirements
- Affordable Housing Program development and implementation
- City Planning – current and advanced planning and assisting private clients through the entitlement process
- Financial Consulting – bond issuance consultant reports
- Real estate acquisitions and dispositions
- Brokerage and property management services
- Interim management, project management reports and staffing

Tierra West is a full-service real estate and development advisory firm and meets all the insurance requirements of most public agencies. \*Tierra West Advisors, Inc. is licensed CA Broker #01857161. The Firm is certified WMBE under the California Public Utilities Commission (CPUC) von#12060021, SBE/DBE/MBE firm under the California United Certification Program (CUCP) #39013, Los Angeles County Metro file #5416 and #5417, and certified SLB under the City of Los Angeles #2829. Tierra West Advisors, Inc adheres to the prevailing wage law.

Tierra West is comprised of eleven (11) experienced professionals.

John Yonai, Principal/Partner	Rose Acosta Yonai, Principal/Partner*
Tim Mulrenan, Principal	Walt D. Lauderdale, Jr., Director
Louis Morales, Senior Associate *	George Villanueva, Senior Associate*
Jason Chiang, Analyst	Sonia Artega Shurlock, Analyst*
Alexandra Bassanetti, Real Estate Technician	Lauren Yonai, Office Administrator
Anna Yamagata, Business Development/Administrative Assistant *	

\* Fluent in Spanish

Tierra West is organized with a team-oriented focus. Our team approach is committed to provide support and cooperation amongst its members. The assembled team for this assignment will meet regularly to discuss projects with the respective Tierra West project manager and stay in contact via email and scheduled meetings; in special cases the team will be available to meet on a daily basis.

Assembly Bill x1 26 and Assembly Bill 1484 put in place a series of requirements that each former redevelopment agency must adhere to during the dissolution process. A major deliverable listed within AB 1484 is the Long Range Property Management Plan through which each successor agency must evaluate their real property stock and determine the highest and

**Long Range Property Management Plan  
City of Santa Fe Springs**

best use going forward. Tierra West is currently assisting several other successor agencies with the dissolution process and brings a wealth of redevelopment and real estate experience to this assignment.

#### **SCOPE OF SERVICES AND METHODOLOGY**

Pursuant to AB 1484, each Long Range Property Management Plan is comprised of two (2) Primary components, an inventory of existing property and an implementation plan moving forward. Tierra West envisions a final deliverable that will establish a firm historical foundation for each site as well as a clear action plan for how each site will be transferred and disposed.

#### **PROPERTY INVENTORY**

##### **Date of acquisition and value of property at time of acquisition**

Tierra West will generate a property profile report for each property documenting the date of transfer to the former redevelopment agency.

##### **Purpose for which the property was acquired**

Tierra West will work with staff to review records, meeting agendas, meeting minutes, and any other documentation that may indicate why the property was acquired. Our firm assumes that the City will provide all background files associated with the City's list of assets.

##### **Parcel data, including address, lot size, and current zoning**

Once each parcel is identified, Tierra West will utilize information provided by the Los Angeles County Assessor's Office to record detailed property information. Current zoning designation will be cross-referenced with the appropriate City's Zoning Ordinance and any applicable specific plans.

##### **Estimate of current value of parcel, including appraisal if available**

If recent appraisals are available, Tierra West will utilize the findings and based upon the appraisals date, create an adjusted opinion of value when required. For those properties for which no appraisal has been completed recently, Tierra West can provide an opinion of value, or an appraiser can be brought onto the team as a subcontractor.

##### **Estimate of any lease, rental, or any other revenues generated by the property**

Based upon records and files kept by the City, Tierra West will determine how much, if any, revenue was generated at each parcel during the Agency's ownership.

##### **History of environmental contamination**

Tierra West will perform a full review of each site's documented environmental history including each parcel's designation as a brownfield site when necessary. All related environmental studies and remediation efforts will be included in Tierra West's findings.

**Examination of use as a Transient Oriented Development and advancement of the planning objectives of the successor agency**

Tierra West employs several traditional urban planners who will examine each site's potential for transit-oriented development. Additionally, our team will describe how each parcel can contribute to the advancement of the planning objectives of the City.

**History of previous development proposals and activity**

Based upon a review of project files and input from staff, Tierra West will compile a complete history of all previous development proposals for each site, including proposals to rent or lease the property. Tierra West assumes that a reasonable amount of due diligence has been conducted for the list of 115 assets provided in the Request for Letter Proposal.

**POTENTIAL USE OR DISPOSITION OF PROPERTIES**

Upon completion of a complete property inventory, Tierra West proposes a meeting with City staff to determine the use or disposition for each site. Based upon our findings during the inventory phase of the assignment, Tierra West will provide recommendations for each property which will be discussed with staff.

Permissible uses for each site include:

- Retention for governmental use
- Retention for future development
- Sale of the property
- Use of property to fulfill an enforceable obligation

Once a use or disposition strategy has been agreed upon for each site, Tierra West will draft a detailed implementation plan outlining the approach taken for each site's future use or disposition. The goal here will be to retain as many assets as possible, and transferring all rightful assets back to the City for highest and best use. Assets will be categorized into one of the four permissible uses listed above.

**DOF CHECKLIST AND REVIEW**

Prior to seeking Oversight Board and Department of Finance approval, Tierra West will utilize the checklist provided by the DOF to ensure that the appropriate steps as required by AB 1484 were taken.

TIERRA WEST IS UNIQUELY QUALIFIED FOR THE FOLLOWING REASONS:

**Organization Expertise**

We possess the expertise to assess all aspects of project organization, including management structure and effectiveness, financial systems, resource allocation, and inter-departmental communications, coordination, and public process.

**Interdisciplinary Team**

Tierra West can provide the interdisciplinary skills and experience that is necessary to successfully accomplish the Client's objectives. We are very familiar with all public agency and municipal functions and the overall acquisition and disposition process as required under public law, Cal Trans and the Uniform Relocation Act.

**Outstanding Personnel**

Our team is prepared to assign the required Principals, as well as staff, to this engagement.

**Team Approach**

Tierra West takes pride in the fact that our projects are completed on time and at, or under, budget. Many of these projects extend over long periods of time and require the coordination of multiple agencies and decision-making bodies. This success is based upon our commitment to working closely with our clients.

**Effective Communication**

Tierra West possesses the ability to communicate effectively with all levels of policy, including boards, management, staff, and the public. We routinely make formal presentations to agencies, staff, owners, and relocatees. As specialists in the public sector, we are fully cognizant of the critical role of elected and appointed decision-making bodies. Our reports are written in non-technical language to ensure maximum use for decision making. Our recommendations are clear, well documented, and practical.

**Firm Stability**

Tierra West consultants are particularly proud of the long-term relationships that our firm has developed with our various clients and have been repeatedly selected for additional assignments.

**Responsive Client Service**

Tierra West is committed to providing the highest level of service to meet the Client's needs. We can make this commitment based upon our success in performing similar assignments throughout California. Tierra West and its consultant team have provided project management, right-of-way acquisition, disposition and related services for a variety of public agencies and private entities.

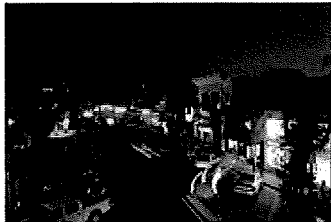


## Long Range Property Management Plan City of Santa Fe Springs

### STATEMENT OF QUALIFICATIONS

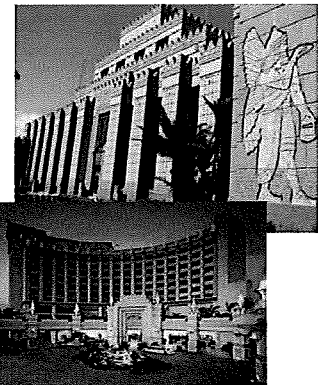
Tierra West has a broad breadth of experience with projects of this nature, scope and scale. As a full service real estate and development strategist firm, Tierra West offers a consulting practice well-versed in the areas of real estate economics, asset management, real estate development, urban and community planning, as well as project management. A complete Statement of Qualifications is included in Attachment A.

**City of Orange – Long Range Property Management Plan** – Tierra West is currently in the process of preparing the City of Orange's Long Range Property Management Plan, as required by ABx1 26 and AB 1484. This involves the review and evaluation of 23 former redevelopment agency-owned assets including parking lots, residential and office properties. Our firm is also advising Orange on many other redevelopment dissolution services.



**The Strand in Huntington Beach** – Tierra West managed the disposition and development of a 5.5 acre site which included new office development, a 100,000 SF 140-room boutique hotel, and 120,000 SF of retail, restaurant and entertainment uses.

**Commerce Casino & Citadel Outlet** – Tierra West is involved in the ongoing expansion of the Commerce Casino and Citadel Outlet sites in the City of Commerce. Our firm has provided implementation services include structuring, negotiations, consensus building, due diligence, planning, valuation, council presentations, financial analysis, revenue analyses for the redevelopment of the existing Casino and its ongoing expansion. Tierra West's work on the expansion of the Citadel mixed-use project includes increasing the outlet center to 450,000 SF; adding 70 new retailers, 300,000 SF of office space, 200 hotel rooms and an increased project site by 10 acres.



**Urban Partners/USC Project** – Tierra West recently completed a feasibility analysis of a mixed-use student housing project at the University of Southern California. This project included 421 market rate residential units targeted to students and 83,000 SF of retail space. Our firm has analyzed various development alternatives as part of the Environmental Impact Report process; completing work which has included reviewing alternatives for parking, providing economic impact analysis relative to the return on capital and return on equity, and conducted a full feasibility analysis for the project.



## Long Range Property Management Plan City of Santa Fe Springs

The principals of Tierra West's real estate advisory services have been involved in analyzing over 40 million square feet - valued in excess of \$6 billion - of commercial, office, life science, mixed-use, recreational, residential and industrial development. Current projects include local agency property management strategies, tax credit developments, economic analyses, market analysis, site analysis, transactional structuring, agreement negotiations, financial feasibility studies, city planning services, economic development strategies, feasibility studies, tax revenue analysis, financial evaluation of master plans and many more.

### TIERRA WEST ADVISORS' RECENT CLIENTS

**Cities:** Arroyo Grande, Azusa, Baldwin Park, Bell Gardens, Brea, Burbank, California City, Carson, Commerce, Covina, Culver City, Desert Hot Springs, Diamond Bar, Downey, El Cajon, El Monte, El Segundo, Fontana, Fresno, Glendale, Guadalupe, Hawaiian Gardens, Hemet, Huntington Beach, Inglewood, Irwindale, Lakewood, La Puente, La Quinta, La Verne, La Puente, Long Beach, Lawndale, Lake Forest, Los Angeles, Lynwood, Maywood, Montclair, Monterey Park, Murrieta, Ontario, Orange, Palm Desert, Palm Springs, Pasadena, Perris, Pittsburg, Placentia, Rancho Palos Verdes, Redlands, Rosemead, Sacramento, San Diego, San Gabriel, San Jacinto, San Marcos, San Pablo, Santa Maria, Santa Monica, Simi Valley, Sonoma, South El Monte, Sparks - Nevada, Stockton, Upland, Westminster, West Covina, West Hollywood, and Yorba Linda.

**County/Regional Agencies:** Inland Valley Development Agency, County of Los Angeles, Orange County Development Agency, Orange County Fire Authority, the Pasadena Blue Line Construction Authority, The Los Angeles County Metropolitan Transit Authority, and The Connector Partnership.

**Private Entities:** Bahan, LLC., B.F. Roddco, Churchill Pacific, Del Rey Properties, Houdini Inc., Kinkisharyo International, The Hennessey Group, Fish Enterprises, Limoneira Company, Mar Ventures, Picerne Properties, Signature Properties, and Watt Genton.

**Long Range Property Management Plan  
City of Santa Fe Springs**

**COST**

Tierra West proposes to complete the Long Range Property Management Plan on a time and materials basis with a budget of **\$20,500**. This budget is made under the assumption that a reasonable amount of background information has been compiled by the City for the list of real property and fixed assets provided. Any additional research and meetings pertaining to the inventory phase of the assignment may require additional staff hours, to be billed on a time and materials basis (with approval by City staff).

Though it is not anticipated to be required for this assignment, any cost associated with the retention of subcontractors such as appraisers or environmental specialists would result in an increase in the proposed budget. Additional services outside of the Long Range Property Management Plan would be charged on a time and material basis using the following rate chart. Interim staffing services are also available, with rates based upon the City requiring regular on-going support services from our advisory staff with weekly commitments of 20 hours.

**Tierra West's revised hourly rates are listed below for 2014**

<u>Classification</u>	<u>Rate</u>	<u>Interim Staffing</u>
Principal	\$185	\$150
Director	\$160	\$140
Senior Associate	\$140	\$120
Associate/Acquisition Agent	\$130	\$110
Senior Analyst	\$120	\$100
Analyst	\$110	\$ 80
Research Assistant/Real Estate Technician	\$ 95	\$ 75
Word Processor	\$ 65	\$ 65
Clerical	\$ 55	\$ 50
Reimbursables Cost Plus 10%		

There will be no charge or reimbursement claim for telephone/fax calls, postage, mileage, parking, and incidental photocopies. We do, however, charge for additional insured certificates, messenger services, overnight mail costs, and copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged at actual expense plus a 10% surcharge.

**Brokerage Services Fee Schedule**

Tierra West proposes to enter into a modified commission agreement whereby Tierra West, representing the Seller, proposes to complete the brokerage/work assigned for each parcel on a time and materials basis. Given the duplicative nature of listing several properties from the same seller within the same market, we are confident that this structure will provide the City with significant cost savings when compared to a traditional percentage of sale based commission. The cooperating broker representing the Buyer is expected to receive 2% of the total sales price subject to the size and nature of the transaction and City approval.

**Long Range Property Management Plan  
City of Santa Fe Springs**

**LEAD AND SUPPORT PERSONNEL**

John Yonai, Principal, will provide direction and lead the assembled Team. Mr. Yonai has more than 35 years of experience assisting public and private clients throughout California with real estate and development-related projects; specializing in feasibility analyses, pro forma review, and fiscal impact projections for future developments. Assisting John on this assignment will be Walter Lauderdale, Director, and Jason Chiang, Analyst. Both Mr. Lauderdale and Mr. Chiang have recent experience conducting similar project work for the cities of San Pablo, Commerce, Santa Monica and Orange, including the LRPMP process, feasibility of proposed residential and mixed-use developments, pro forma analyses, cash flow projections, development cost estimations, and residual return-on-investment.

Tierra West is a full-service real estate and development advisory firm and meets all the insurance requirements of public agencies. Tierra West is a certified SBE/DBE/MBE/SLB, and WBE firm.

**REFERENCES**

**City of Huntington Beach**

2000 Main Street  
Huntington Beach, CA 92648  
Ms. Kellee Fritzel, Deputy Director of Economic Development  
Mr. Fred Wilson, City Manager  
(714) 536-5582

**City of Commerce**

2535 Commerce Way  
Commerce, CA 90040  
Mr. Eduardo Olivo, City Attorney  
(323) 722-4805

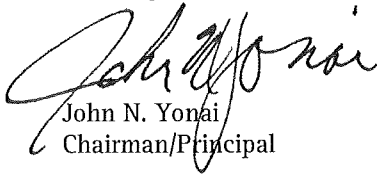
**City of Orange**

230 East Chapman Avenue  
Orange, CA 92866  
Ms. Lisa Kim, Economic Development Director  
Mr. Rick Otto, Assistant City Manager  
(714) 288-2584

Long Range Property Management Plan  
City of Santa Fe Springs

We look forward to the opportunity of working with staff on the creation of a long range property management plan that will allow the City to transition into the post-redevelopment era while ensuring that Agency-owned assets are disposed of judiciously and in a matter that best serves the Santa Fe Springs community. Should you have any questions or alterations regarding this proposal, please contact us at (323) 265-4400.

Sincerely,



John N. Yonai  
Chairman/Principal

## EXHIBIT-1

### DOF Completion Letter



**DEPARTMENT OF  
FINANCE**

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

December 5, 2013

Mr. Travis C. Hickey, Director of Finance and Administrative Services  
City of Santa Fe Springs  
11710 East Telegraph Road  
Santa Fe Springs, CA 90670

Dear Mr. Hickey:

Subject: Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Santa Fe Springs Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

  
JUSTYN HOWARD  
Assistant Program Budget Manager

cc: Mr. Jose Gomez, Assistant City Manager/Director of Finance, Santa Fe Springs  
Ms. Kristina Burns, Manager, Los Angeles County Department of Auditor-Controller  
California State Controller's Office

## EXHIBIT-2

### Property Inventory Data



LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

No.	Property Type	Property Type Detail	Permissible Use	HSC 34191.2 (c)(1)(A)				HSC 34191.2 (c)(1)(B)				HSC 34191.2 (c)(1)(C)			
				Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Current	Proposed Sale Value	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning
1	Commercial	SF's Fire Station	Manufacturing/Industrial	Manufacturing/Industrial	N/A	N/A	N/A	N/A	N/A	N/A		N/A	7005-5004-504	14,575	M-2
2	Parking Lot/Structure	Landscaping Strip/Parking	Manufacturing/Industrial	Manufacturing/Industrial	2/10/2008	\$27,300	\$28	2013	2013			N/A	8005-5015-500	1,432	M-2
3	Parking Lot/Structure	Parking	Manufacturing/Industrial	Manufacturing/Industrial	N/A	N/A	N/A	N/A	N/A			N/A	8005-5015-500	1,432	M-2
4	Parking Lot/Structure	Parking Soccer/Field	Multi-Family Residential	Multi-Family Residential	N/A	N/A	N/A	N/A	N/A			N/A	8005-5015-500	1,432	R-5-PD
5	Commercial	Normal/relief, Courtyard	Manufacturing/Industrial	Manufacturing/Industrial	N/A	N/A	N/A	N/A	N/A			N/A	8005-5015-500	10,080	M-2
6	Parking Lot/Structure	Normal/relief, Parking Lot	Manufacturing/Industrial	Manufacturing/Industrial	N/A	N/A	N/A	N/A	N/A			N/A	8005-5015-500	95,216	M-2
7	Parking Lot/Structure	Normal/relief, Parking Lot	Manufacturing/Industrial	Manufacturing/Industrial	10/23/2000	N/A	125,000	2013	2013			N/A	8005-5015-510	10,522	M-2
8	Residential	Single Family Residence	Single Family Residential	Single Family Residential	9/15/2000	N/A	10,800	2013	2013			N/A	8005-5014-500	4,804	R-1
9	Park	Park Portion/Ceasarale	Light Agricultural	Light Agricultural	06/19/92	\$14,500	2,111	2013	2013			N/A	8007-4001-505	8,715	A-1
11	Other	Monument Sign	Single Family Residential	Single Family Residential	N/A	N/A	N/A	N/A	N/A			N/A	8007-4001-507	5,997	A-1
12	Parking Lot/Structure	Park Parking Lot	Single Family Residential	Single Family Residential	7/18/92	\$185,000	133,711	2013	2013			11045 Davenport St.	8007-4014-505	8,491	R-1
13	Other	Pathway for Lane Center	Multi-Family Residential	Multi-Family Residential	N/A	N/A	N/A	N/A	N/A			N/A	8008-4001-519	3,160	R-3-PD
14	Parking Lot/Structure	Parking	Community Commercial	Community Commercial	N/A	\$1,925,000	N/A	N/A	N/A			N/A	8008-4001-519	3,160	R-3-PD
15	Parking Lot/Structure	Parking	Community Commercial	Community Commercial	9/18/91	N/A	420,195	2013	2013			11575 Tenthred Rd.	8008-4004-502	12,793	C-4-PD
16	Parking Lot/Structure	Parking	Public Use Facilities	Public Use Facilities	N/A	N/A	116,430	2013	2013			N/A	8008-4017-525	97,710	PF
17	Parking Lot/Structure	Baseball Field	Public Use Facilities	Public Use Facilities	N/A	N/A	36,885	2013	2013			N/A	8008-4017-525	29,654	PF
18	Parking Lot/Structure	Parking Lot for Field	Single Family Residential	Single Family Residential	N/A	N/A	80,180	2013	2013			N/A	8008-4023-500	5,002	PF
19	Parking Lot/Structure	Alberta Parkway	Single Family Residential	Single Family Residential	4/7/98	\$27,600	N/A	N/A	N/A			N/A	8008-4023-500	5,002	R-1-D
20	Parking Lot/Structure	Alberta Parkway	Single Family Residential	Single Family Residential	N/A	\$27,600	N/A	N/A	N/A			10293 Patton Ave.	8008-4023-503	26,714	R-1
21	Other	Natural Gas Pipeline	Light Industrial	Light Industrial	9/18/98	N/A	N/A	N/A	N/A			10293 Patton Ave.	8008-4023-503	26,714	R-1
22	Other	Natural Gas Pipeline	Light Industrial	Light Industrial	9/18/98	N/A	N/A	N/A	N/A			10293 Patton Ave.	8008-4023-503	26,714	R-1
23	Parking Lot/Structure	Heritage Park	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	N/A	N/A	N/A			N/A	8009-4007-515	229,764	M-2
24	Parking Lot/Structure	Heritage Park/Parking Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	N/A	N/A	N/A			N/A	8009-4007-526	58,648	M-2
25	Parking Lot/Structure	Gezgers Parking Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	N/A	N/A	N/A			N/A	8009-4007-527	269,979	M-2
26	Parking Lot/Structure	Gezgers Parking Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	N/A	N/A	N/A			N/A	8009-4007-528	38,384	M-2
29	Park	City Hall Parkway	Light Manufacturing	Light Manufacturing	N/A	N/A	278,437	2013	2013			N/A	8009-4026-500	84,953	M-L-D
30	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	27,601	2013	2013			N/A	8011-4002-501	12,867	M-2
31	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	1,654	2013	2013			N/A	8011-4002-502	741	M-2
32	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	12,985	2013	2013			N/A	8011-4002-503	5,679	M-2
33	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	12,985	2013	2013			N/A	8011-4002-503	5,679	M-2
34	Vacant Lot/Land	Undeveloped Lot	Light Agricultural	Light Agricultural	N/A	N/A	N/A	N/A	N/A			N/A	8011-4111-507	7,278	A-1
35	Vacant Lot/Land	Undeveloped Lot/Driveway	Light Agricultural	Light Agricultural	N/A	\$221,000	N/A	N/A	N/A			N/A	8011-4111-512	21,750	A-1
36	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	\$149,000	772,855	2013	2013			N/A	8011-4018-500	157,770	M-2
37	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	6,440	2013	2013			N/A	8011-4018-501	7,075	M-2
38	Vacant Lot/Land	Undeveloped Lot & ROW	Heavy Manufacturing	Heavy Manufacturing	1/12/2005	N/A	1,515	2013	2013			N/A	8011-4018-502	6,825	M-2
39	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	7/7/2005	N/A	13,114	2013	2013			N/A	8011-4018-503	6,825	M-2
40	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	7/7/2005	N/A	13,114	2013	2013			N/A	8011-4018-504	6,892	M-2
41	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	7/7/2005	N/A	13,192	2013	2013			N/A	8011-4018-505	6,891	M-2
42	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	7/7/2005	N/A	13,288	2013	2013			N/A	8011-4018-506	7,005	M-2
43	Vacant Lot/Land	Undeveloped Lot	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	N/A	N/A	N/A			N/A	8011-4019-511	219,082	M-2
44	Parking Lot/Structure	Transportation Center Lot	Heavy Manufacturing	Heavy Manufacturing	12/17/2007	N/A	35,435	2013	2013			12880 Imperial Hwy.	8045-4011-503	15,505	M-2
45	Parking Lot/Structure	Transportation Center Lot	Heavy Manufacturing	Heavy Manufacturing	12/17/2007	N/A	35,435	2013	2013			N/A	8045-4011-503	15,505	M-2
46	Parking Lot/Structure	Parking Lot/RV Storage	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	N/A	N/A	N/A			N/A	8082-202-513	45,433	M-2-PD
47	Parking Lot/Structure	Portion of El Monte RV	Heavy Manufacturing	Heavy Manufacturing	N/A	N/A	N/A	N/A	N/A			N/A	8082-202-513	2,459	M-2-PD

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

		HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
No.	Property Type	Property Type Detail	Permissible Use	Estimate of Current Parcel Value	Estimate of Income/Revenue				
1	Commercial	SFS Fire Station							
2	Parking Lot/Structure	Landscaped Strip/Parking							
3	Park	OpenSpace/Park/Median							
4	Parking Lot/Structure	Parking Segment/Baseball							
5	Commercial	Norwalk/Reels, Courtyard							
6	Parking Lot/Structure	Norwalk/Reels, Parking Lot							
7	Parking Lot/Structure	Parking Segment/Reels							
8	Residential	Single Family Residence							
9									
10	Park	Park Portion/Cealandale							
11	Other	Monument Sign							
12	Parking Lot/Structure	Park Parking Lot							
13									
14	Other	Parkway for Lava Center							
15	Police/Fire Station	Parkway for Police							
16	Police/Fire Station	Police Station							
17	Park	Baseball Field							
18	Park	Baseball Field							
19	Parking Lot/Structure	Parking Lot for Field							
20	Park	Baseball Field							
21	Park	Ballon Parkway							
22	Other	Nursery/Greenhouse							
23	Park	Tele/Norwalk Park							
24	Parking Lot/Structure	Heritage Park/Parking Lot							
25	Park	Heritage Park							
26	Parking Lot/Structure	Geozers Parking Lot							
27									
28									
29	Park	City Hall Parkway							
30	Vacant Lot/Land	Undeveloped Lot							
31	Vacant Lot/Land	Undeveloped Lot							
32	Vacant Lot/Land	Undeveloped Lot							
33	Vacant Lot/Land	Undeveloped Lot							
34	Vacant Lot/Land	Undeveloped Lot							
35	Vacant Lot/Land	Undeveloped Lot/Driveway							
36	Vacant Lot/Land	Undeveloped Lot							
37	Vacant Lot/Land	Undeveloped Lot							
38	Vacant Lot/Land	Undeveloped Lot & ROW							
39	Vacant Lot/Land	Undeveloped Lot							
40	Vacant Lot/Land	Undeveloped Lot							
41	Vacant Lot/Land	Undeveloped Lot							
42	Vacant Lot/Land	Undeveloped Lot							
43	Vacant Lot/Land	Undeveloped Lot							
44	Parking Lot/Structure	Transportation Center Lot							
45	Vacant Lot/Land	Undeveloped Lot							
46	Parking Lot/Structure	Parking Lot/Storage							
47	Parking Lot/Structure	Parking Lot/Storage							

ATTACHMENT-A  
SCOPE OF SERVICES

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

FIRM INFORMATION

Since 1980 Tierra West Real Estate Consultants has provided professional real estate consulting to corporations and private entities. Previous assignments have included corporate real estate planning and long-range projections, asset management services for large commercial office projects, financial and property management oversight, and coordination of negotiations to acquire property through purchase and by leasing.

John Yonai, the Principal in Charge, previously served at a Southern California consulting firm as the Partner-In-Charge overseeing the firm's real estate efforts. In September 2006, Mr. Yonai expanded the services and scope of Tierra West Real Estate Consultants. At this point, Tierra West Real Estate Consultants brought on Partners and reorganized itself as Tierra West Advisors, Inc. to include the following services:

- Project and Program Management
- Real estate acquisitions and dispositions
- Site analysis and value assessment
- Brokerage, acquisitions and dispositions
- Asset Management
- Real estate financial services including pro-forma analysis and feasibility studies
- Affordable Housing Program development and implementation
- City Planning – current and advanced planning and assisting private Clients through the entitlement process
- Interim management and project management staffing
- Redevelopment services, currently assisting Successor Agencies meet State Requirements

Tierra West Advisors, Inc. has one (1) corporate office and is incorporated in the state of California. Contact information:

Tierra West Advisors, Inc.

2616 East 3<sup>rd</sup> Street, Los Angeles, CA 90033

Telephone: (323) 265-4400 Facsimile: (323) 261-8676

Electronic Mail: [info@tierrawestadvisors.com](mailto:info@tierrawestadvisors.com)

Tierra West is a full service real estate and development advisory firm and is a licensed corporate broker in the state of California, license, #01857161. Principals, John Yonai/broker, Tim Mulrenan/broker and Rose Acosta Yonai/salesperson are all licensed in the state of California. Tierra West is a certified SBE/DBE/MBE firm under the California United Certification Program (CUCP) #39013 and with Metro file #5416 and #5417. Tierra West is also a certified WMBE firm under the California Public Utility Commission, von#12060021 and Small Local Business (SLB) #2829 with the City of Los Angeles.

Tierra West is a full-service real estate and development advisory firm and meets all the insurance requirements of most public agencies. \*Tierra West Advisors, Inc. is licensed CA Broker #01857161.



STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

The Firm is certified WMBE under the California Public Utilities Commission (CPUC) von#12060021, SBE/DBE/MBE firm under the California United Certification Program (CUCP) #39013, Los Angeles County Metro file #5416 and #5417, and certified SLB under the City of Los Angeles #2829. Tierra West Advisors, Inc adheres to the prevailing wage law.

Tierra West is comprised of eleven (11) experienced professionals.

John Yonai, Principal/Partner	Rose Acosta Yonai, Principal/Partner*
Tim Mulrenan, Principal	Walt D. Lauderdale, Jr., Director
Louis Morales, Senior Associate *	George Villanueva, Senior Associate*
Jason Chiang, Analyst	Sonia Artega Shurlock, Analyst*
Alexandra Bassanetti, Real Estate Technician	Lauren Yonai, Office Administrator
Anna Yamagata, Business Development/Administrative Assistant*	

\* Fluent in Spanish

Tierra West is organized with a team oriented focus and approach; committed to provide support and cooperation amongst its members. Our team meets regularly to discuss projects with the assigned Tierra West project manager; staying in contact via email and scheduled meetings. In special cases and particular circumstances an assembled team will meet on a daily basis.

The changing economic and financial climate has prompted public agencies and the private sector to evaluate their current organizational structure. A current trend is to consider contract or interim staff. This is a viable and cost effective alternative as businesses restructure and consider staffing options for their organization. Interim staff minimizes employment overhead and provides our clients with the added flexibility to fill vacant positions and skill gaps while maintaining an experienced workforce and providing a highest caliber of services for their respective clients.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

TIERRA WEST IS UNIQUELY QUALIFIED FOR THE FOLLOWING REASONS:

**Organization Expertise**

We possess the expertise to assess all aspects of project organization, including management structure and effectiveness, financial systems, resource allocation, and interdepartmental communications, coordination, and public process.

**Interdisciplinary Team**

Tierra West can provide the interdisciplinary skills and experience that is necessary to successfully accomplish the Client's objectives. We are very familiar with all public agency and municipal functions and the overall acquisition process as required under Cal Trans and the Uniform Relocation Act.

**Outstanding Personnel**

Our team is prepared to assign the required Principals, as well as staff, to this engagement.

**Team Approach**

Tierra West takes pride in the fact that our projects are completed on time and on, or under, budget. Many of these projects extend over long periods of time and require the coordination of multiple agencies and decision-making bodies. This success is based upon our commitment to working closely with our Clients.

**Effective Communication**

Tierra West possesses the ability to communicate effectively with all levels of policy including boards, management, staff, and the public. We routinely make formal presentations to agencies, staff, owners, and relocatees. As specialists in the public sector, we are fully cognizant of the critical role of elected and appointed decision-making bodies. Our reports are written in non-technical language to ensure maximum use for decision making. Our recommendations are clear, well documented, and practical.

**Firm Stability**

Tierra West consultants are particularly proud of the long-term relationships that our firm has developed with our various Clients and have been repeatedly selected for additional assignments.

**Responsive Client Service**

Tierra West is committed to providing the highest level of service to meet the Client's needs. We can make this commitment based upon our success in performing similar assignments throughout California. Tierra West and its consultant team have provided project management, right-of-way acquisition and related services for a variety of public agencies and private entities.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

SERVICES OFFERED BY TIERRA WEST

Tierra West is a California licensed brokerage advisory firm providing a full and comprehensive portfolio of real estate services; ranging from project/program management, land assemblage, project conception, market analysis, financial/economic feasibility, public outreach, entitlement approvals, TOD, asset management, development agreement negotiations, financing, marketing, leasing, construction oversight, and project close-out.

Tierra West has a long standing relationship working with both public agencies and private entities; project specific services include site identification for all forms of land-uses including office, industrial, retail, right-of-way, construction laydown and special uses; developer negotiations, constituent advocacy, economic development strategies, housing plans, government reporting requirements, fiscal consulting analysis for bond issues and budgets, and related planning services. Our services are enhanced by our computerized project management, financial analysis, data storage, and manipulation capabilities. Formulating innovative solutions, attention to detail, and adherence to project schedules is a signature quality of Tierra West.

Tierra West takes pride in taking a different approach than other consulting practices by focusing on implementation services that extend through the complete project cycle. Implementation services include: property disposition and acquisition, issuing Request for Proposals (RFPs), selecting developers, negotiating development agreements, reviewing developer financial projections, and preparing pro formas for project real estate economics. To this end, Tierra West essentially becomes an extension of staff and assists in carrying out the goals, objectives, and policies established by the City. The following narratives provide a brief description of services provided by Tierra West.

REAL ESTATE SERVICES

**Project Management and Coordination**

In addition to intricate acquisition negotiations services, Project Management services are provided by Tierra West. Project coordination including dissolution, disposition, bidding, selection of management for hazardous materials surveys, management plans, and hazardous waste remediation activities; hiring and supervising fee interest, review appraisers, fixtures and equipment and goodwill appraisers; providing construction management services from project conception to completion; relocation services and process; formulating acquisition and relocation settlements; bidding and selecting escrow and title services, engineering services, escrow services including bulk sales; property management, asset management, assisting in the condemnation process, and additional support services are provided as required.

**Property Acquisition/Disposition/Negotiation**

Implementation programs frequently require property acquisition, disposition and negotiation services. Tierra West is available as needed to provide such services. All services will be provided in conformance with State and Federal guidelines regulating the acquisition of properties by public entities. For many agencies, Tierra West consultants have provided project management, managing

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

the assembly, coordination, and negotiation services for: the acquisition and disposition of business properties, vacant properties, single-family homes, multi-family residential units, mobile home parks, industrial enterprises, a variety of retail uses including franchises; all forms of rights-of-way, including, temporary and permanent easements, licenses, partial and full acquisitions, air rights, avigation easements; mineral, oil and gas rights, and other related forms of acquisition. Document preparation, notification, presentation, negotiations, file maintenance, and close out are also part of our services.

**Relocation**

Tierra West provides oversight and coordination of relocation services that may be required by a project. Tierra West consultants have been routinely retained to assist and oversee the work of specialty relocation consultants. Services include coordination of owner/tenant interviews, determine eligibility, distribute informational statements, provide alternative locations, handle settlements, and maintain files to close out.

**Property Management**

Tierra West is available to provide property management services for Client-owned properties. Typically, Tierra West has provided interim management services when either the property will be held for only a short time, or when time is needed to select a long-term permanent management Company. Services vary and may include property set-up, rent collection, develop leases, prepare requests for proposals, and other property asset management services that may be required.

**Support-for-Design and Interim Support Services**

Support-for-Design and Interim Support Services are available for projects in both the pre-construction and construction phase of an assignment. Our Support-for-Design and Interim Support Services are of particular value when implementing projects of notable size, involving numerous phases and highly sensitive deadlines. Tierra West staff implements innovative solutions when handling time consuming assignments that encumber a project. Tierra West essentially becomes an extension of staff and assists in achieving the goals, objectives, and policies established by the Client in a cost effective and time efficient manner.

**BROKERAGE SERVICES**

Tierra West is a licensed full service brokerage advisory firm and brings to its clients a wealth of experience in the area of Professional Real Estate services. Principal and operating Partner-John Yonai started his professional real estate career in 1977 and in 1980 was recruited by utility giant AT&T and PT&T where he provided right-of-way, property acquisitions and disposition-including divestiture and sale of assets due to the breakup of the Bell System. He also oversaw property management services for AT&T and PT&T during his 11 year career during the 1980's.

Tierra West brings its clients over 100 years professional real estate experience; over \$10 Billion in projects ranging from project conception, market analysis, economic feasibility, public outreach, entitlement approvals, TOD, asset management, development agreement negotiations, financing, marketing, leasing, construction oversight, and project close-out. The firm understands the goals of our



## STATEMENT OF QUALIFICATIONS CITY OF SANTA FE SPRINGS

public and private sector clients', constituents, staff and elected officials as well as those developers and investors involved in the respective properties.

Having managed over 1,000,000 square feet of commercial space, completed over 1,000 parcel acquisitions, managed relocation of over 150 residential and commercial uses, and, as a result of our long standing market presence and diverse real estate experience, Tierra West is an expert when it comes to working with private entities and public agencies. The firm has been providing real estate and redevelopment related services to corporations, developers, trusts, individuals and governmental agencies; including cities, successor agencies to former redevelopment agencies, school districts, water districts, county agencies, and state agencies for well over 20 years. The caliber and breadth of Tierra West services is head & shoulders above the rest; we offer our clients the tools for implementing successful sustainable financial strategies.

The following listing highlights a few of Tierra West's signature transactional services:

- Development Agreements involving Acquisition & Disposition
- Disposition and Owner Participation Agreements
- Market Analyses, Re-use Reports, and Value Assessment Reports
- Project Feasibility Analyses, including preparation and review of:
  - Project Feasibility Assessments
  - Financial Evaluation
  - Fiscal Consulting Services
- Financial Structuring of Public & Private Sector Real Estate Projects (P3's)
- Development Strategies & Negotiations, including:
  - Car Dealerships
  - Sale of leased investments
  - Sale of Specialty Facilities
  - Sale of undeveloped land, housing retail, office, and industrial space
- Leasing Negotiations for public, government, and private use

## IMPLEMENTATION AGREEMENTS

### **Development Planning and Analysis**

Tierra West is available to provide development planning and analysis for specific project undertakings. Typically, this would involve the preparation of a Design-for-Development, for adoption by the agency, which sets the basic parameters for the proposed development. The options available to the agency for the development of a specific site can be analyzed to determine the optimal outcome and project recommendation.

### **Development Pro-Forma Analysis/Negotiation**

Tierra West is available to provide financial pro-formas for potential public-private partnerships (P3's), redevelopment projects to assist the agency in determining the financial viability of a project and determine the degree of participation which may be required by the Client. Tierra West is also available to assist with developer negotiations as needed.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**Agreement Preparation**

Tierra West is available to assist Client staff and legal counsel in the drafting of agreements, typically; Development Agreements (DA), Disposition and Development Agreements (DDA) or Owner Participation Agreements (OPA): as well as managing the agreements and its implementation.). These agreements outline the responsibilities of both the proposed owner/developer and the Client.

**Agreement Processing**

Tierra West is available to prepare the back-up materials, agenda staff report and summary reports and those required by redevelopment law, as well as assure that proper noticing and hearings are held in conformance with law.

AFFORDABLE HOUSING PROJECTS

**Comprehensive Strategy**

Tierra West is available to assist with the development and preparation of a comprehensive affordable housing strategy.

**Specific Project/Site Identification**

Assist the Client in identifying specific requirements to rehabilitate and develop new affordable housing as well as specific projects and sites that could be utilized for this purpose.

**Developer Selection/Negotiation**

Tierra West is available to assist in the developer selection process, as well as negotiating the terms and agreements for future housing development.

**Financing**

Tierra West has a background in developing various financing alternatives, making use of low to moderate housing set-aside funds, tax allocation bonds, tax credit opportunities, and other revenue bond formats, to assure the most efficient and effective way of leveraging Client funds for the development of housing.

PUBLIC AGENCY ADMINISTRATION

**Agenda Materials**

Tierra West will draft resolutions, reports, notices, plans, agenda staff reports, and back-up materials as requested by Client staff.

**Meetings**

Tierra West staff is available to attend meetings of the Client, Board of Supervisors, Board of Directors, Council, Housing Authority, Planning Commission, project advisory committees, and meetings with property owners and residents, when necessary. Tierra West has a track record of developing good working relationships with affected citizens, community, staff members, and elected officials.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**General Administrative Services**

Tierra West is available to assist the Client with all other administrative matters on an as-needed basis. These services may include assistance with staffing as interim services, filing document control systems, providing specialized services related to real estate appraisals, acquisition negotiations, relocation, market analysis, detailed development analysis, or goodwill appraisals. In some instances, if Tierra West can not provide all of these services directly, it would identify, from an available list, a qualified and experienced consultant to facilitate and coordinate the provision of their services.

**DISSOLUTION IMPLEMENTATION SERVICES IN SUPPORT OF: AB 26 x1 and AB 1484**

Tierra West brings a multi-disciplined background of implementation advisory support to the Successor Agency, Oversight Board and the DOF as is required under AB 26X1 and AB 1484. Inventory and Support services include, but are not limited to creating housing asset lists, developing long range property management plans, implementation of property management strategies, and interim staffing services. Tierra West is available to organize and attend Meet Confer conferences between the Department of Finance and the Successor Agency. Tierra West's intimate knowledge of real estate, redevelopment law and our experience working with agencies throughout California provides the firm with a unique ability to guide our clients through the dissolution process.

**Long Range Property Management Plan**

Pursuant AB 1484 Successor Agencies have six (6) months after receiving a Finding of Completion from the Department of Finance (DOF) to submit a Long Range Property Management Plan (LRPMP) to the respective Oversight Board and DOF for approval. Tierra West will address the use and disposition of the real properties held by the former redevelopment agency; the ultimate goal is to transfer all rightful assets back to the City/Successor Agency for highest and best use per the criteria in CHSC Section 34191.5. Permitted uses include the following: a) retention of property for government use, b) retention of property for future development, and c) sale of property for the community benefit; or use of property to fulfill an enforceable obligation; DOF property information spread sheet must be submitted LRPMP.

**Use/Disposition Implementation Alternatives**

Upon the completion of the property inventory, includes all properties that have been transferred back to the Successor Agency-previously held by the former redevelopment agency, Tierra West will meet with City Staff to determine the use and disposition of each site. Tierra West will provide a recommendation for each site; pursuant to the criteria of CHSC Section 43191.5. Permitted uses include: a) retention of property for governmental uses, b) retention of property for future development, c) sale of property, d) use of property to fulfill an enforceable obligation. The goal is to retain as many assets as possible, and transferring all rightful assets back to the City for the "Highest and Best Use"- a significant deliverable of AB 1484.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**Disposition/Marketing Strategies**

Tierra West proposes a multi-layered approach for marketing real assets by providing maximum exposure to as many potential buyers, developers and brokers. Tierra West is a member or affiliated with three (3) of the leading commercial real estate listing services; LoopNet, Inc., AIR Commercial Real Estate Association and the Co-Star Group, Inc. The firm is also a member of the two (2) leading residential real estate associations and Realtor Boards in California; California Association of Realtors, National Association of Realtors, and affiliate of all Regional Realtor Boards in California.

Tierra West's marketing efforts may include some or all of the following: Site analysis, value assessment, brochure development for respective site(s), advertisement postings on trade websites, weekly electronic notifications to parties of interest, signage on Site, and preparation of direct marketing pieces. Our marketing team will also utilize the network of resources of our extensive real estate professional affiliations; relying on personal network of professionals that have been cultivated over three (3) decades; seeking the best suited investor, developer and financing resource whose vision and plan compliments the City's desired use for the site.

**SPECIAL PROJECT ACTIVITIES**

**Asset Management/Economic Development Strategies**

Economic Development Strategic Plans are important for addressing public infrastructure deficiencies, land-use issues, business retention/attraction programs, streetscape programs, and other projects that could be impacting business growth.

**Cost Benefit Analyses/Economic Impact Analyses/Fiscal Impact Analyses**

Tierra West is available to aid the Client in analyzing the costs and benefits of specific development proposals targeting specific users and to help create an economic development program which is beneficial to the local tax base. Implementation of strategic community plans should be accomplished in such a way as to promote economic stability and future revenue flow to the Client and other taxing entities. With periodic slowdowns in real estate market activities, it is necessary for agencies to take a lead role in promoting local sustainable economic development.

**Specific Project Activities**

As necessary, Tierra West is available to analyze specific projects, develop schedules and budgets, and prepare necessary documentation.

**URBAN DECAY ASSESSMENTS**

The Urban Decay Assessment/Analysis (UDA) is traditionally used as a compliment to or inclusion with Environmental Impact Reports (EIR) as required under the California Environmental Quality Act (CEQA). The UDA primarily consists of a two-part analysis. Initially the UDA is used to determine whether a new retail development will create leakage or cause any significant loss of retail sales from existing and/or other planned future retail centers. The second part of the analysis, if leakage/loss in sales is documented, is to estimate whether severity of the change in economic

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

circumstances will cause significant disinvestment within the area/region. Significant disinvestment may allow for estimation as to the degree, or what is reasonably foreseeable regarding; business closures, abandonment, or other forms of physical deterioration in which "urban decay" will result.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

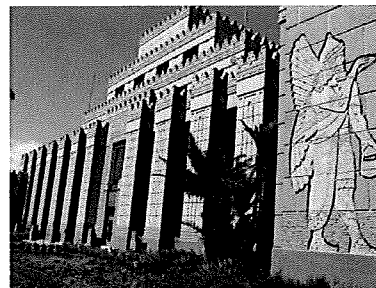
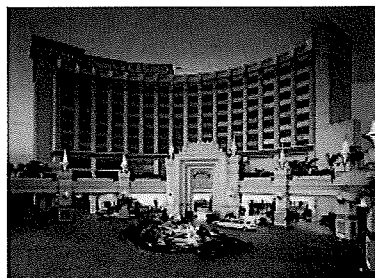
PROJECTS

Commerce

Contact Persons: Eduardo Olivo, City Attorney  
eddieo@ci.commerce.ca.us  
(323) 722-4805

Sample Projects: Union Pacific and BNSF Acquisition and Disposition - Provide project management services, land assemblage, coordination of services as required in project development, acquisition, disposition, negotiations, title & appraisal review, and outreach. The Principals of Tierra West have been involved in the acquisition /disposition of several 100 parcels in support of rail related projects. Including working with the City, in support of large scale development projects; negotiations with Union Pacific (UP) and Burlington Northern Santa Fe (BNSF) for disposition and assemblage of surplus rail lines for private developers and owners. Related projects include assisting City and public entities with acquisition of properties controlled by UP/BNSF for public-facilities improvements.

Commerce Casino and Citadel Outlet expansions: Implementation services including, structuring, negotiations, consensus, due diligence, planning, valuation, council presentations, financial analysis, revenue analyses for the redevelopment of the existing casino and expansion. Disposition/sale and Expansion of the Citadel mixed use project, including increasing the outlet center to 450,000 square feet, 70 new retailers, 300,000 square feet of office, 200 hotel rooms and increased project site by 10 acres.

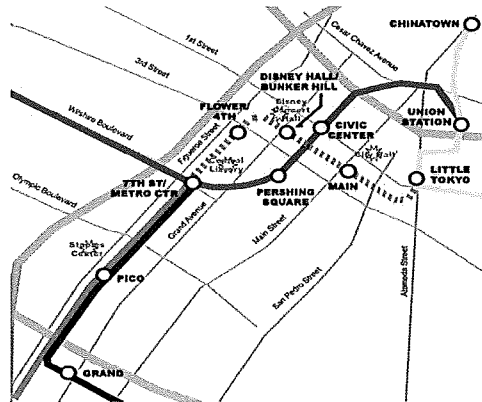


STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**The Regional Connector Transit Corridor Project**

Contact Persons: James De La Loza, AECOM Senior Vice President  
james.delaloza@aecom.com  
The Connector Partnership  
(213) 330-7278

Sample Project: Provide real estate support services for the Connector Partnership (AECOM & Parsons/Brinckerhoff) and MTA for the proposed right-of-way required for the 1.9 mile subway tunnel from Union Station to the 7<sup>th</sup> and Flower station Metro Center Station. Connects the Metro Gold Line, Blue Line and Expo Line enabling passengers' access to the entire Regional Transit System. The Connector requires project management, coordination, negotiations, acquisition coordination and negotiation involving several office towers, single story commercial properties, specialized property uses, retail businesses and public facilities. Negotiations involved single story to multi-story high rises owned by sophisticated real estate investors along the high priority light rail line. Services included project coordination for various right of way services including agreement negotiations for project design, construction and operations, document review and preparation, file maintenance, consultant/contractor coordination, site- analysis, economic feasibility and market analysis.



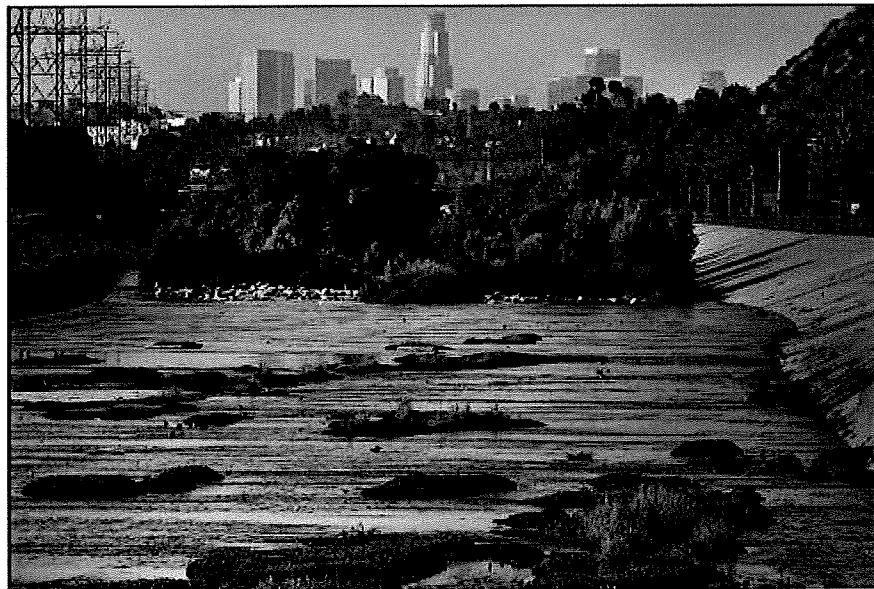
Metro rail map of downtown Los Angeles with routing of The Regional Connector  
(dashed blue line)

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

Northeast Los Angeles Riverfront Collaborative  
HUD and The City of Los Angeles

Contact Person: Gerardo Ruvalcaba, Northeast Los Angeles Regional Director  
Gerardo.Ruvalcaba@lacity.org  
(213) 744-72333

Sample Project: Northeast Los Angeles Riverfront Collaborative – Tierra West has been providing ongoing work as project manager and economic development advisors of the Northeast Los Angeles Riverfront Collaborative (NELA-RC). Working with the Department of Housing and Urban Development (HUD) and the City of Los Angeles Community Development Department (CDD) on a \$2.25 Million dollar Community Planning Challenge grant. NELA-RC as part of the HUD grant is implementing the next step to further developing the 2007 Los Angeles River Master Plan. The ultimate goal: cultivate a comprehensive approach that links land use plans and economic development strategies to support the revitalization of the NELA Study area, which includes the communities of Atwater Village, Cypress Park, Elysian Valley, Glassell Park, and Lincoln Heights.





STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**City of Los Angeles**

Contact Persons: Barron McCoy, Regional Administrator, [bmccoy@crala.org](mailto:bmccoy@crala.org)  
(213) 977-1744

Sample Project: Urban Partners/USC project – Analysis of a proposal for mid-rise student housing project on the Felix Chevrolet site. Analysis of 421 market rate residential units targeted to students, and 83,000 square feet of retail space, including a fitness center and restaurant. Analyzed development alternatives as part of the Environmental Impact Report process: reviewing alternatives for parking; illustrating the impact upon the return on capital and return on equity, to demonstrate that alternatives other than the developer's plan would make the project infeasible. Transit Oriented Development site referred to as the former Mary McLeod Bethune library site. Project involves the mixed use development of retail and residential uses on a 2.5 acre site within walking distance of the LA Metro's Expo Line. Services involve analysis, financial feasibility, presentations, community outreach and economic structuring.

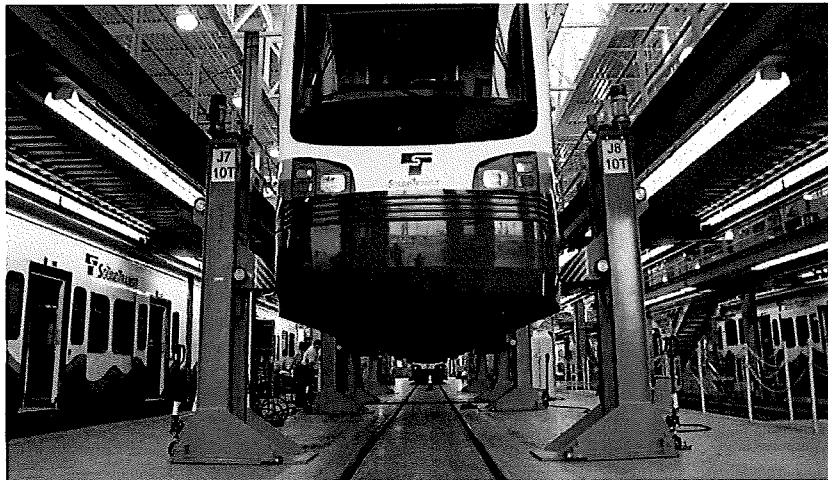


STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**Kinkisharyo P3010**

Contact Persons: Donald Boss, Program Manager  
bossd@killc.com  
Kinkisharyo International, LLC  
(424) 276-1802

Sample Project: Brokerage Services & Site Selection in support of Kinkisharyo International (KI). KI was awarded the contract by LA Metro for the production of light-railcars for the current expanding rail system and future needs. Providing Corporate Office and Site Selection Services for the construction of a 500,000 sq. ft. facility. Identification of existing space for temporary use for the assembly of light-rail cars. Services include working with private property owners, local municipalities and coordination with prevailing EPA guidelines in respective jurisdictions. Project is on-going.

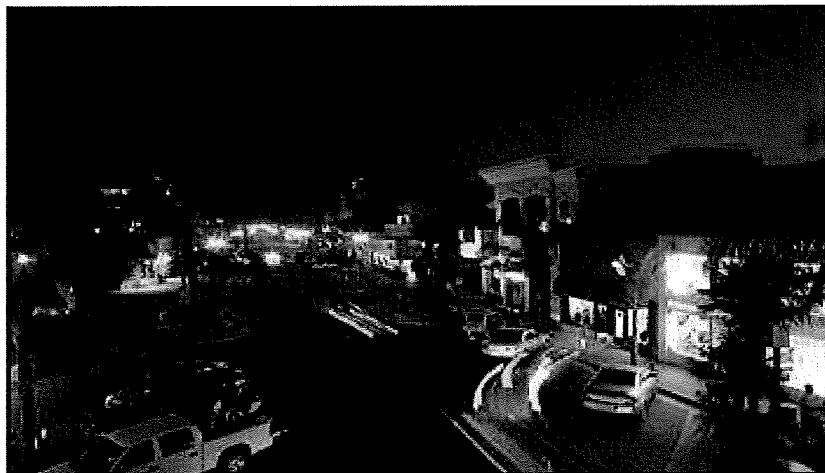


STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**Huntington Beach**

Contact Persons: Fred Wilson, City Manager  
[fwilson@surfcity-hb.org](mailto:fwilson@surfcity-hb.org)  
Kellee Fritzal, Deputy Economic Development Director  
[kfritzal@surfcity-hb.org](mailto:kfritzal@surfcity-hb.org)  
(714) 536-5582

Sample Projects: Right-of-way acquisition for the intersection of Garfield and Delaware involving various residential uses; provided project coordination or all related acquisition support services.  
The Strand – Mixed-Use: office uses, 140-room hotel, 120,000 sq. ft. retail, restaurant, and entertainment uses. Assigned staff provided sale and disposition assistance in preparing deal point memorandums, structuring and facilitating negotiation activities, assist the work of legal counsel in the preparation of agreement documents, attending closed session meetings with City Council to keep elected official apprised of real estate dealings, coordinating presentation materials for Council and public meetings, preparing all necessary reports pursuant to California Law and provided services in the rededication of a public street within project.



STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**Pasadena Gold Line**

Contact Person: Habib Balian, CEO Metro Gold Line Extension  
hbalian@foothillextension.org  
(626) 471-9050

Sample Project: Provided right-of-way acquisition coordination and negotiation of approximately 130 parcels from Union Station to the Sierra Madre terminal. Services included project coordination for various acquisition services including acquisition and negotiations for fee interests, permanent and temporary easements required for project construction and long term operations, document review, offer preparation, file maintenance, coordination of (appraisal, title, and escrow), relocation consultants, and eminent domain support.



STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**San Pablo**

Contact Person: Kelsey Worthy, Assistant City Manager  
KelseyW@ci.san-pablo.ca.us  
Scott Christie, Director of Engineering  
ScottC@ci.san-pablo.ca.us  
(510) 215-3039

Sample Project: Arundel and Highway 80 expansion - Provided project management related services for the acquisition of the required right-of-way for the expansion of San Pablo Road and Highway 80. Services included the review of appraisals, negotiations with owners, tenants, and banks in the acquisition of various real estate interests. Development of offers, coordination of escrow and title services, and preparation of closing transactions and file management.



STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

Glendale

Contact Person: Peter Zovak, Deputy Director of Community Development  
[pzovak@ci.glendale.ca.us](mailto:pzovak@ci.glendale.ca.us)  
(818)548-3706

Sample Projects: Tierra West staff advised the Housing Authority on the development of seven (7) affordable housing projects providing 314 affordable units made available on a for-rent and for sale basis.

Metropolitan City Lights (65 affordable housing units)



Metro Loma (44 affordable housing uni

## STATEMENT OF QUALIFICATIONS

### REFERENCES

#### Commerce

Contact Persons: Eduardo Olivo, City Attorney  
eddieo@ci.commerce.ca.us  
City of Commerce  
2535 Commerce Way  
Commerce, California 90040  
(323) 722-4805

#### The Regional Connector Transit Corridor Project

Contact Persons: James De La Loza, AECOM Senior Vice President  
james.delaloza@aecom.com  
The Connector Partnership  
(213) 330-7278

#### Northeast Los Angeles Riverfront Collaborative (NELARC) HUD and the City of Los Angeles

Contact Person: Gerardo Ruvalcaba, Strategic Planning and Research Director  
Gerardo.ruvalcaba@lacity.org  
1200 West 7<sup>th</sup> Street, Los Angeles, CA 90071  
(213) 744-7233

#### City of Orange

Contact Person: Lisa Kim, Interim Economic Development Director  
lkim@cityoforange.org  
Rick Otto, Deputy City Manager  
rotto@cityoforange.org  
300 East Chapman Avenue, Orange, CA 92866  
(714) 744-2225

#### Huntington Beach

Contact Persons: Fred Wilson, City Manager  
[fwilson@surfcity-hb.org](mailto:fwilson@surfcity-hb.org)  
Kellee Fritzel, Deputy Economic Development Director  
[kfritzel@surfcity-hb.org](mailto:kfritzel@surfcity-hb.org)  
2000 Main Street  
Huntington Beach, CA 92648  
(714) 536-5909

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**City of Los Angeles**

Contact Person: Barron McCoy, Regional Administrator  
bmccoy@cra.lacity.org  
Los Angeles  
1200 West 7th Street, Suite 200  
Los Angeles, CA 90017  
(213) 977-1600

**TIERRA WEST ADVISORS, INC. RECENT CLIENT LIST**

**Cities:** Arroyo Grande, Azusa, Baldwin Park, Bell Gardens, Brea, Burbank, California City, Carson, Commerce, Covina, Culver City, Desert Hot Springs, Diamond Bar, Downey, El Cajon, El Monte, El Segundo, Fontana, Fresno, Glendale, Guadalupe, Hawaiian Gardens, Hemet, Huntington Beach, Inglewood, Irwindale, Lakewood, La Puente, La Quinta, La Verne, La Puente, Long Beach, Lawndale, Lake Forest, Los Angeles, Lynwood, Maywood, Montclair, Monterey Park, Murrieta, Ontario, Orange, Palm Desert, Palm Springs, Pasadena, Perris, Placentia, Pittsburg, Rancho Palos Verdes, Redlands, Rosemead, Sacramento, San Diego, San Gabriel, San Jacinto, San Marcos, San Pablo, Santa Maria, Santa Monica, Simi Valley, Sonoma, South El Monte, Sparks - Nevada, Stockton, Upland, Westminster, West Covina, West Hollywood, and Yorba Linda.

**County/Regional and Federal Agencies:** Inland Valley Development Agency, County of Los Angeles, Orange County Development Agency, Orange County Fire Authority, the Pasadena Blue Line Construction Authority, The Los Angeles County Metropolitan Transit Authority, The Connector Partnership and The United States Department of Housing and Urban Development.

**Private Entities:** Bahan, LLC., B.F. Roddco, Churchill Pacific, Del Rey Properties, Fish Enterprises, The Hennessey Group, Kinkisharyo, LLC., Limoneira Company, Mar Ventures, Picerne Properties, Signature Properties, and Watt Genton.



STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

Real Estate Acquisition Projects

As part of its acquisition activities, Tierra West is available to assist our Clients through the entire land assemblage process. Services include providing a comprehensive budget, assembling the required properties, environmental review, preparation of real property documentation, coordinating tenant improvement and goodwill appraisals, undertaking property acquisition, assisting with coordination of tenant relocation activities, coordinating demolition activities, assisting with eminent domain proceedings, site feasibility analysis, and development agreement negotiations.

The following is a partial listing of real estate assembly projects coordinated by the principals of Tierra West Advisors:

<b>Aecom</b>	Acquisitions Services-subcontractor for AECOM/ MTA Regional Connector
<b>Alhambra</b>	23,000 Square Feet / Garage Facility Negotiations for Lease/Purchase
<b>Anaheim</b>	120,000 Square Feet / 4 Buildings - R&D Facility Property Management/Lease Negotiations
<b>Azusa</b>	120,000 Square Feet / Mixed Use Facility (Commercial/Residential) Negotiations, Deal Structuring  120 Units and 220,000 Square Feet of Retail Negotiations, Deal Structuring, OPA  175,000 Square Feet Acquisition, Negotiations, Deal Structuring, DDA  200,000 Square Feet Acquisition, Negotiations, Deal Structuring, DDA  350 Units and 160,000 Square Feet / Mixed Use Infrastructure Construction Project Management, Deal Structuring, DDA
<b>Bell Gardens</b>	3 Acre Site Clean-Up, development, negotiations, DDA  8 Acre Retail Site Analyses, DDA, Clean-up 3 Acre Site Senior housing Project, Due Diligence, DDA

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

<b>Brea</b>	Public Facility Analysis, Leasing 80,000 Square Feet/ 2 Buildings - Industrial Facility Negotiation, Lease
<b>Buena Park</b>	400,000 Square Feet / Light Assembly Facility Negotiations, Lease
<b>Burbank</b>	80,000 Square Feet / Theatre Rehabilitation Project Review/Analysis  125,000 Square Feet / Senior Mixed Use Development Negotiations, DDA  400,000 Square Feet / Mixed Use Development Negotiations, DDA
<b>Carson</b>	16 Acres / Land Assembly and Development Negotiations, OPA  11 Acres / Land Assembly, Development Dealerships Negotiations, OPA  Carson Mall Refinance, Rehabilitation, Negotiations, OPA
<b>Commerce</b>	Citadel Outlet and Mixed Use Project Refinance, Sale, Redevelopment, Phase 1, 2 & 3  Urban Entertainment Project 28 acre assemblage and Developer Selection  Acquisition of 35 acres of territory Industrial, Office, Retail and Right of Way Uses Acquired Land Assembly, Negotiations, Development  Commerce Arena DDA Negotiations, Analyses Commerce Dealerships  Land Assemblage, Negotiations Railroad right-of-way acquisition/disposition Current Assignment

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

Chino	4 Acres Land Assembly, Acquisition, Negotiations
Chino Hills	4 Acres Entitlement, Negotiations, and Disposition/Sale
Chula Vista	30 Acre Development, Sale 42,000 Square Feet/ 3 Stories - Medical Facility Lease Negotiations
Downey	Project Management and transactional structuring- Downey Tierra Luna
El Cajon	2.2 Acres Land Assembly, Negotiations, Development  3 Acres Land Assembly, Negotiations, Development  12 Acres Land Assembly, Negotiations, DDA, Development
El Segundo	30,000 Square Feet / Garage & Office Facility Lease Negotiations
Fullerton	450,000 Square Feet / Industrial Facility Lease Negotiations
Garden Grove	123,000 Square Feet / 3 Buildings - R&D Facility Lease Negotiations  800,000 Square Feet / Entertainment Venue DDA Negotiations, Acquisition
Glendale	Tax Credit Residential Development Project Analysis, Negotiations
Hemet	Golf Course Analyses, Rehabilitation

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**Huntington Beach**

900,000 Square Feet / Mixed Use Project  
Analysis

850,000 Square Feet / Mixed Use Project  
Analysis

180,000 Square Feet / Mixed Use Project  
Analysis

Communication Site/Towers  
Analysis, Negotiations

Publicly Owned Facilities  
Leasing, Negotiations

300,000 Square Foot Tri-Venture / City, Agency, School  
District and Private Entity  
Analysis

144 Room Hotel  
Land Lease, Option

**Irvine**

85,000 Square Feet / 2 Stories - Office Building  
Leasing

400 acres / Raw Land  
Infrastructure Analysis, Development

3,500 Square Feet / Retail Facility  
Leasing

23,000 Square Feet / Office Facility  
Leasing

**Kearny Mesa**

4,500 Square Feet / Retail Facility  
Leasing

**La Quinta**

50 Single Family Homes  
Acquisition, Management, Sale

50 Acres-Raw Land  
Sales, Negotiations

50 Acres-Raw Land

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**La Quinta**

Sales, Negotiations

35 Acres-Raw Land

Sales, Negotiations

70 Single Family Lots-Vacant

Purchase Negotiations

Golf Course

Analysis, Development, Negotiations

**Lemon Grove**

12 Acres

Land Assembly, Negotiations, Development

Housing Development

Rehabilitation Project, Negotiations

**Los Angeles**

3,600 Square Feet / Payment Office Facility  
Leasing

560,000 Square Feet / 12 Stories - Office Building  
Leasing, Management

65,000 Square Feet / 5 Floors - Office Facility  
Leasing

76,000 Square Feet / 3 Floors - Office Facility  
Leasing

7,300 Square Feet / Retail Facility  
Leasing

4,350 Square Feet / Retail Facility  
Leasing

120,000 Square Feet / 6 Floors - Office Facility  
Leasing

3,200 Square Feet / Payment Office Facility  
Leasing

28,000 Square Feet / Office Facility  
Leasing

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

Los Angeles	3,800 Square Feet / Retail Facility Leasing
	Felix Chevrolet Site / USC Housing Project Analysis
Mission Valley/San Diego	190,000 Square Feet / 12 Stories – Office Management, Leasing
Monterey Park	27,000 Square Feet / Retail Facility Leasing
	35,000 Square Feet / Retail Facility Leasing
Murrieta	20.2 Acre Housing site
	6.02 Acre Housing site / Future Affordable Housing Site Acquisition Negotiations, Draft DDA
National City	3 Acre site / Mixed Use Development Negotiations, OPA
Palmdale	15,000 Square Feet / Payment Office Facility Leasing
	10 Acres- Raw Land Sale, Negotiations
Pasadena	67,500 Square Feet / 3 Floors – Office Facility Leasing
	43,000 Square Feet / 1 Floor – Office Facility Leasing
	3,300 Square Feet / Retail Facility Leasing
	68,000 Square Feet / Public Facility Leasing
Pasadena Gold Line	Acquisitions / Right of Way Assembly, Negotiations

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

Pittsburg	Acquisitions of 19 properties for Railroad Avenue East Right of Way Assembly Due-Diligence, Negotiations, and Eminent Domain
Redlands	250 Units and 250,000 Square Feet Retail / Mixed Use Development, Negotiations, OPA Mall Redevelopment, Negotiations, OPA
San Diego	6,000 Square Feet / Retail Facility Leasing
San Marcos	4 Mobile Home Parks Development, Acquisition, Negotiations
Santa Monica	44,000 Square Feet / 3 Stories - Office Building Negotiations, Leasing, Management
Sherman Oaks	40,000 Square Feet / 3 story Office Building Lease Negotiations
Simi Valley	14,500 Square Feet / Garage Facility Lease Negotiations  30,000 Square Feet / Office Facility Leasing, Negotiations  225 Units-Residential Development Development Agreement
South El Monte	Mixed Retail Development Agreement, Analysis
Sun Valley	60,000 Square Feet / Computer Facility & 12 Acres Lease Negotiations  300,000 Square Feet / Community Shopping Center Lease Negotiations
Torrance	4,500 Square Feet / Retail Facility Lease Negotiations  30,000 Square Feet / Office Facility Lease Negotiations

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

<b>Tustin</b>	3,500 Square Feet / Retail Facility Lease Negotiations
<b>Upland</b>	550 Units and 150,000 Square Feet Retail Mixed Use Development, Analysis, Negotiations, DDA Downtown Redevelopment, Analysis
<b>West Hollywood</b>	250,000 Square Feet / Retail Center - 3 <sup>rd</sup> and La Brea Acquisition, Negotiations
<b>Westwood/Los Angeles</b>	3,500 Square Feet / Retail Facility Leasing



STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

## GENERIC WORK PLAN

Given the nature and the dynamics of acquisition projects it is difficult to address detailed and specific objectives or project schedules. The schedule is dependent upon the design, size of project, and scope. However, Tierra West provides the following generic outline of activities that will be completed for the activities pursuant to typical scope of services required for transportation related projects. The described process below will ensure quality control, achieve budgetary requirements, and achieve the desired schedule. Tierra West will manage the project daily and provide monthly updates and tracking reports.

Tierra West has determined that an open line of communication translates into bi-weekly meetings with team members to achieve schedule, budget, and maintain quality control. In addition to the above, Tierra West will set up off-site project files on our FTP server for the Client and team members to access for ongoing updates. Tierra West is available to provide any or all of the following services; program management, acquisition, relocation coordination, appraisal coordination, survey coordination, eminent domain support and consulting, and other related services:

### Project Management, Planning, Real Estate, and Right-of-Way Services

- ☒ Establish initial team meeting to establish base line for projects, required services, and schedule regular monthly meeting.
- ☒ Request data, discuss schedules, determine time frames, and review preliminary and/or final right- of-way drawings and preliminary title information from County Assessor's roles for planning, appraisal, and notification purposes.
- ☒ Obtain litigation guarantees for each affected property from title insurance company.
- ☒ Secure Assessor's parcel drawings, maps, and background data.
- ☒ Visually review the Project site and surrounding neighborhood.
- ☒ Identify critical/milestone tasks and dates for the project with staff and engineering team.
- ☒ Establish all approved forms, offers, deeds, and agreements for use on the project.
- ☒ Establish project files for each of the affected parcels and diligently maintain them throughout the Project.
- ☒ Determine unique issues to be addressed by individual consultant services for individual parcels and the overall right-of-way.

### Right-of-Way Appraisal Coordination and Tasks

- ☒ Contact and coordination with staff and in-house engineering team.
- ☒ Study and review of all Assessor's maps and engineering maps of the right-of-way and their impact on the parts taken and larger parcel.
- ☒ Notification and contact with respective property owners of need to survey parcel and invitation to accompany the appraiser in the inspection of their respective properties, as necessary. Collection of relevant information from local municipal or county files including zoning, permitted land-uses, and other relevant information.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

- ☑ A determination of highest and best use for the larger parcel, parts taken, and temporary construction easement areas (if necessary); this includes defining the time frame, location and impact on the area of the part taken, and temporary construction easements over the larger parcel.
- ☑ Collection of relevant market data for comparison purposes to provide a value opinion; verification and preparation of analysis including all relevant market data and comparison with the respective subject property; and coordination and collection of relevant information in preparation of the appraisal report.
- ☑ Analysis and comparison of comparable sales with the subject properties. All analysis and adjustments will be explained in a manner which fully demonstrates differences reflected in the marketplace.
- ☑ Valuation and analysis of the larger parcel and determination of the value of the parts taken, considering the impacts of severance damages, special benefits of the remainder.
- ☑ Meeting and discussion with Client staff and engineering team to review appraisal at a pre-submittal conference.
- ☑ Preparation and completion of the complete Summary Appraisal report in conformance with the requirements of United Standard Professional Appraisal Practice (USPAP), and of staff.
- ☑ Assist acquisition agents and/or other team members in the follow-up and negotiation process through acquisition.
- ☑ All relevant mapping and engineering work will provide precise locations of all permanent acquisitions and temporary construction easements prior to completion of the appraisal assignment.
- ☑ Determine if right-of-way requirements will impact structural building improvements in either a partial take or Temporary Construction Easement (TCE) acquisition.
- ☑ Any impact to walls or landscape improvements will be repaired and replaced by the construction contractor and will not be subject to acquisition.
- ☑ All right-of-way requirements for the TCE will have a moderate impact period (less than two (2) years) and not result in any elimination of access to any impacted property.

Environmental Assessment Coordination and Tasks

- ☑ The Phase I Environmental Site Assessment (Phase I ESA) is to identify potential environmental problems at the site and at adjacent and surrounding properties at the time of reconnaissance.
- ☑ Assessment will be conducted utilizing generally accepted Phase I ESA industry standards in accordance with the ASTM Standard Practice E 1527-05 and the U.S. Environmental Protection Agency (USEPA) All Appropriate Inquiries Standard (AAI Standard) as cited in Title 40 of the Code of Federal Regulations (40CFR 312).
- ☑ Contact and coordination with project manager, staff and in-house engineering team.
- ☑ Notification and contact with respective property owners and invitation of need to survey parcel, and notice to accompany in the inspection.
- ☑ Collection of relevant information from local municipal or county files including zoning, permitted land-uses, and other relevant information.
- ☑ Physical characteristics of the site through a review of available topography, geologic, wetland, and groundwater data.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

- ☒ Site history through a review of reasonably ascertainable standard sources such as fire insurance maps, historic topography maps, aerial photographs, agency files, agency directories, and interview.
- ☒ Current site conditions including observations regarding the presence or absence of hazardous substances/petroleum products; generation, treatment, storage, or disposal of hazardous, regulated, or medical wastes; electrical equipment that utilizes oils which potentially contain PCBs; and storage tanks (above or below ground).
- ☒ Review of previous environmental investigations, if any.
- ☒ Review of the State of California, Division of Oil, Gas, and Geothermal Resources (DOGGR) oil well surveys.
- ☒ Review of environmental liens, if any.
- ☒ Usage of adjacent and nearby properties to identify the potential for environmental problems (if present and/or suspected) to migrate onto the site.
- ☒ An evaluation of information contained within federal and state environmental databases and other local environmental records, within specific search distances.
- ☒ Determine if further assessment of the site, phase II, including all testing is required.
- ☒ Meeting and discussion with Client staff and the engineering team to review findings at a pre-submittal conference.
- ☒ Preparation and completion of the entire assessment report in conformance with the requirements of Client and funding sources.

**Right-of-Way Acquisition Coordination and Tasks**

- ☒ Review appraisal reports for adequacy and compliance with applicable regulations.
- ☒ Prepare all deeds, right-of-way agreements, and right of entry documents needed for the acquisitions.
- ☒ Prepare written offers to purchase required properties and/or interests in properties. Each offer will contain a Statement of Just Compensation and a Summary of Just Compensation to comply with the law. Offers will be personally delivered to property owners as practicable.
- ☒ Conduct negotiations with each property owner, representative, or any other persons or entity affecting the negotiation process. Negotiations will involve an interactive, face-to-face discussion with property owner about his/her property and will explain: the project, how the project impacts the property, the appraisal process, how the value was concluded, and will answer any questions or concerns the property owner may have. Supplemental negotiations may include answering any objection the property owner still has and coordinating the questions with staff.
- ☒ Maintain a complete acquisition file of all correspondence, offers, and contacts with each property owner and Client.
- ☒ Provide Client and engineering staff with written status reports, and confer with Client agency and engineering staff verbally as needed.
- ☒ Prepare a transaction memorandum for each successfully negotiated parcel outlining any special terms agreed to along with a recommendation for Client staff for elected action.
- ☒ Open escrows, if requested, and coordinate with escrow officer as required.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

- ☒ Coordinate with agency Attorney for condemnation action if any parcels cannot be acquired using good-faith negotiations.
- ☒ Prepare the Right-of-Way Certification form for the Client's engineer signature.

**Right-of-Way Relocation Coordination and Tasks**

- ☒ Convene a meeting with staff at the inception of the project with all stakeholders to settle on final definition of project scope, timing, and expectations.
- ☒ Identify community members who can assist in the process (such as bankers, credit counselors, realtors, property managers, social service providers, etc.).
- ☒ Develop a project schedule in consultation with staff, including possible dates of when to send out Notices to Vacate. This may differ, case-by-case.
- ☒ Develop and maintain relocation files with copies of original documentation and a diary for each tenancy.
- ☒ Meet with tenants on-site, explaining the relocation process and benefits to them, and interviewing them and learning all needed information, options, requirements and preferences. This initial meeting is crucial and sets the stage for the remainder of the case.
- ☒ Determine eligibility for and proposed amount of relocation benefits, including actual and reasonable moving payments, etc.
- ☒ Prepare and distribute Informational Statements, Notices of Displacement, 90-Day Notices to Vacate and other communications as they occur. These tasks are provided in the tenant's language and with layman's clarity.
- ☒ Provide ongoing assistance and advice to each tenant until their relocation is complete, providing and submitting all signed benefit claims. This includes identifying and preparing lists of available comparable replacement locations, providing liaison services with prospective landlords/property management companies, identifying agencies that may help, etc.
- ☒ When new locations are secured, hand-deliver benefit checks and other appropriate payments to claimants.
- ☒ Provide written verification to staff of project completion including release forms from tenants and property owners, abandonment notices, signed receipts, etc.
- ☒ Provide the Client with the permanent file of each relocation history, journal, expenses and claims. On-going preparation and completion of a Tracking Report will also be an important tool for Client staff and other stakeholders in the process.

**Escrow and Title Tasks and Coordination**

- ☒ Convene a meeting with project manager and staff at the inception of the project with all stakeholders to settle on final definition of project scope, timing and expectations.
- ☒ Develop a project schedule in consultation with staff.
- ☒ Establish individual parcel ownership files.
- ☒ Secure litigation guarantees immediately for valuation and liens.
- ☒ Regularly update preliminary reports as needed.
- ☒ Provide title policies upon closing.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

- ☒ Escrow services shall include, but are not limited to, acceptance of documents, and funds, acceptance of demands, recordation of documents, disbursement of funds, and furnishing closing statements.
- ☒ Additional services for difficult or aged documents, engineering services including streets and alley surveys are available on a case-by-case basis.

Eminent Domain Advisory Services for Pre-acquisition planning, Litigation and Project Implementation support and coordination

- ☒ Work with staff and consultants on locations of proposed property lines, review of title documents and site visits to advise concerning severance damages, goodwill loss, exposure and implications of impacts to access and temporary construction easements.
- ☒ Review of authorizing legislation and confirm all conditions precedent to the exercise of the power of eminent domain are met.
- ☒ Work with pre-condemnation appraisal experts to confirm reports meet the needs for Government Code offers and prejudgment possession; this frequently avoids the need to have properties re-appraised after the 7267.2 offer and before the litigation appraisal.
- ☒ Preparation of offer packets and notices for affected owners and tenants.
- ☒ Preparation of staff reports and support documents for resolution of necessity.
- ☒ Meet with elected officials to answer concerns about the process.
- ☒ Initial filing documents, Prejudgment possession.
- ☒ Selection and preparation of the correct experts.
- ☒ Liaison with litigation appraisers and experts during report preparation.
- ☒ Usual discovery process, Develop mitigation plans and work with relocation consultant.
- ☒ Pre-trial motions and related issues.
- ☒ Settlement and alternative dispute resolution, actively working with stake holders to evaluate risks and rewards.
- ☒ Trial, Appeals.
- ☒ Work on site assemblage issues.
- ☒ Clear up issues related to title to properties involved.
- ☒ Work with other agencies and utilities impacted by the project to develop Memorandum of Understanding (MOUs) and/or relocation agreements.
- ☒ Writ of Assistance to obtain possession.
- ☒ Address issues related to construction impacts to affected or neighboring properties.

Property Management, Surveyor & Engineer and Other Related Services

- ☒ Building and facilities maintenance.
- ☒ Tenant relations, including the preparation of eviction and collection notices.
- ☒ Asset management, retention of on-site management.
- ☒ Coordination of tenant improvements.
- ☒ Coordinate and oversee lease payments from tenants.
- ☒ Maintain and provide records to Client staff of all contacts and information regarding any lease negotiations.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

- ☑ Coordinate with staff and all involved parties, including escrow officers, title companies, and prospective tenants to transmit all pertinent documents to complete lease transactions.
- ☑ Develop and implement a Tenant Attraction Program.
- ☑ Recommend tenant improvement guidelines, rental rates, and lease terms.
- ☑ Negotiate all leases with potential tenants using approved Client documents.
- ☑ Review State laws, Regional ordinance, Environmental impact, Zoning, Local construction codes; Review County and City sources - the latest recorded activities of public utilities and government agencies that might affect the final product.
- ☑ Before work commences conduct a thorough investigation into each subject property using in-house archive of property history and updated library of local maps and records for background data, field review to review topography and manageable resources.
- ☑ Follow the required guidelines of the International Union of Operating Engineers and Southern California Association of Civil Engineers and Land Surveyors for precise legal descriptions used to establish rights-of-way, ownership and entitlement.
- ☑ Arrive at a well-defined, end-user oriented right of way exploring every option.
- ☑ Planners and designers work closely with local government.
- ☑ Review risk-reduction strategies.
- ☑ Surveyors utilize the latest survey technology for the on-site setting for final monuments.
- ☑ Engineers and Surveyors work jointly to establish new property definition, tentative parcel or final maps.
- ☑ Technical boundary adjustments and solving the problems of design continuity during different construction phases.
- ☑ Generate the specifications for both public and private sectors and also provides the review methodologies used for objective document control and assessing contractor conformance.
- ☑ Provide, master and land-use planning, special design, feasibility planning and analysis, develop design and construction guidelines, slope erosion control, on-site Inspections, as-built surveys, construction staking, legal descriptions, property research, and critical path scheduling.
- ☑ Additional services will be provided as directed by the Client.
- ☑ Additional team members will be recruited to assist the Client achieve its project schedule, Budget and requirements under the contract requirements for State and Federal funding.

In summary, Tierra West will provide project management and conduct negotiations with each property owner, representative, or any other persons or entity affecting the negotiation process, coordinate all valuations, environmental assessments, relocation and escrow and title services.

Tierra West will also provide additional services that may include engineering advisory services, eminent domain advisory services, property management services, reconstruction work as may be required and other services that may be necessitated by the agencies right-of-way requirements as may be identified by the ongoing scope of services for existing and future projects.

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

For on-call services, as projects are identified by the agency Tierra West will:

1. Describe the specific approach for the project
2. Provide a sequential list of activities
3. identify the consultant team
4. Provide a schedule that is appropriate for the identified project
5. Identify control methodologies for projects of disproportionate sizes
6. Identify key issues for specific project
7. Provide the agency with advisory services that may enhance the project process through technical innovations or alternatives that achieve identified goal

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**ROSE ACOSTA YONAI / Principal-Partner**

Rose Acosta Yonai provides a variety of real estate and project/program support services. She has coordinated the real estate acquisitions for multiple properties within the private and public sector. These have involved document review, implementation servicing, and negotiations and coordination with legal counsel for the acquisition of real property interest. Her expertise includes outreach, leasehold interests, and easement license agreements. Ms. Acosta Yonai is responsible for overseeing and assisting with all company projects, appraisals, and market values.



**EDUCATION**

Bachelor of Science – Sociology  
Loyola University Marymount

Fluent in Spanish

**PROFESSIONAL AFFILIATIONS / CERTIFICATIONS**

California Association of Realtors (CAR)  
California Licensed Real Estate  
Salesperson – RE No: 00909698  
California State Notary Public  
Regional Hispanic Chamber of Commerce  
Women in Transportation (WTS)

**JOHN YONAI / Principal-Partner**

John Yonai has an extensive background in the areas of real estate and finance for the private and public sector, providing project management and implementation services. His assignments have included project structuring, market and financial analysis, agreement negotiations, redevelopment plans and amendments, real estate acquisition/disposition, right-of-way, bond issues, project planning/scheduling, land-use and feasibility analysis, and document preparation. He has expertise with the coordination of revenue projections, financial evaluation, and fiscal consultations. As the interim Community Development Director for the City of Commerce, Mr. Yonai offered sustainable and innovative solutions while he managed budgets, services, and community development.



**EDUCATION**

Graduate School of Management  
Real Estate Finance Certificate  
University of California, Los Angeles  
Bachelor of Science-Business/Finance  
Loyola Marymount University

**PROFESSIONAL AFFILIATIONS / CERTIFICATIONS**

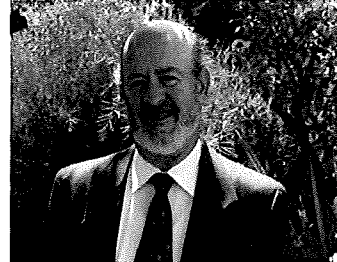
Urban Land Institute (ULI)  
International Council of Shopping Center Owners  
(ICSC)  
California Association of Realtors (CAR)  
National Association-Corporate Real Estate Executives  
California Licensed Real Estate Broker  
License RE No: 00632122  
California State Notary Public  
California Redevelopment Association (CRA)  
"Past Member



STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**TIMOTHY MULRENAN / Principal**

Mr. Mulrenan provides real estate services, implementations activities, bond issues, planning and scheduling project activities. Assignments include feasibility analysis, land use analysis, revenue projections, data analysis/gathering, dataset design/management and document preparation. He has been providing Successor Agency support to meet requirements established by AB 26x1 and AB 1484. His recent project assignments have included mixed-use development of retail/housing, proposal analysis of mid-rise student housing, development alternatives per EIR provisions, and mixed-use development of residential/retail. Additional project services include outreach, financial feasibility and economic study support.



**EDUCATION**

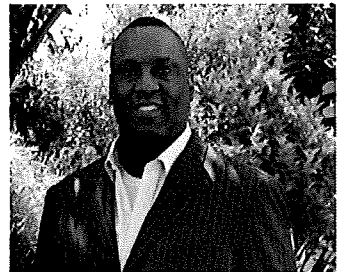
Master of Business Administration  
Bachelor of Arts  
Rutgers University

**PROFESSIONAL AFFILIATIONS / CERTIFICATIONS**

Urban Land Institute (ULI)  
National Association of Realtors (NAR)  
California Association of Realtors (CAR)  
California Licensed Real Estate Broker  
License No. 00809776  
California Licensed General Contractor  
License No. 381622  
California Redevelopment Association (CRA)  
"Past Member"

**WALT D. LAUDERDALE, JR. / Director**

Walt Lauderdale provides real estate related project support and design services on various aspects of transportation oriented developments and right-of-way projects. These include site identification, cost analysis and comparison, coordination with project engineers and Authority, and public outreach. He coordinates real estate and fiscal consulting projects, property acquisition, negotiations, property value estimations, and land-use surveys and database development. In addition, Walt provides fiscal consulting services, document preparation, schedule monitoring, data analysis, and Successor Agency services as required by AB 26x1 and AB 1484.



**EDUCATION**

Bachelor of Science  
Urban Planning  
California Polytechnic University  
Pomona

**PROFESSIONAL AFFILIATIONS**

Former Transportation Advisory Commissioner,  
City of Pasadena  
Former Pasadena Neighborhood Housing  
Services Commissioner  
California Redevelopment Association (CRA)  
"Past Member"

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**LOUIS MORALES / Senior Associate**

Louis Morales has over 20 years of experience in city government with extensive knowledge of city budgeting and public policy. He regularly provides interim staffing support; current and advanced planning assignments, and scheduling project activities for Community/Economic Development projects. Louis coordinated property acquisitions, conducted special studies, and negotiated; retail, housing and mixed-use projects. Assignments have included feasibility and land-use analysis, revenue projections, data gathering, outreach, and document preparation. Additional project services include: real estate coordination support for TOD and ROW Projects; assisted with the various aspects of relocation (displacement of property owners, tenants, and businesses); good will analysis and value comparison of real property; and public outreach. Providing interim staffing support, current and advanced planning assignments, and scheduling project activities for clients.



**EDUCATION**

Bachelor of Science in Urban & Regional Planning  
California Polytechnic University, Pomona  
Public Administration – Industrial Technology  
California State University, Long Beach  
Associate of Arts / Architecture  
East Los Angeles College

Fluent in Spanish

**GEORGE VILLANUEVA / Senior Associate**

George Villanueva is involved with the North East Los Angeles River Collaborative as project manager. He implements strategies to satisfy the objectives of the HUD program, such as a feasibility study of private/public partnerships for economic development, coordinates outreach through community events, and participates in the master plan with members of various entities which include media outlets, educators, college students, and area businesses. He conducted an LAUSD task force to determine necessary reforms to meet the human realities of a 21<sup>st</sup> century education. Effective communications skills enabled him to earn a USC Research Fellowship and be a researcher for the USC Metamorphosis Project to inform policy makers about the transformation of urban communities.



**EDUCATION**

University of Southern California-  
Annenberg School for Communications,  
Ph.D. Candidate, Communications  
University of Southern California-  
Annenberg School for Communications  
Dual MSc and MA, Global Media/Communications  
Fluent in Spanish

**PROFESSIONAL AFFILIATIONS**

Resident Research Consultant-  
Hollywood Community Studio  
Researcher for Metamorphosis Project-  
USC Annenberg School-Communication  
LAUSD Research Task Force-  
CA Assembly member Jackie Goldberg  
Habi Arts Collective, Member

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**JASON CHIANG / Analyst**

Jason Chiang provides project support and market research for a variety of Tierra West's multi-disciplinary economic development and real estate projects. His recent assignments include the development of alternative funding mechanisms for the Northeast Los Angeles Riverfront Collaborative, feasibility studies for residential and mixed-use development, Affordable Housing program implementation, and providing redevelopment dissolution services as required by AB 26x1 and AB 1484. Jason has also assisted in the drafting of staff reports, resolutions, ordinances, public hearing notices and other related City, County or special district documents.



**EDUCATION**

Bachelor of Arts – Communication  
University of Southern California  
Minor – Business Administration  
University of Southern California

**SONIA ARTEAGA SHURLOCK/ Analyst**

Sonia Arteaga Shurlock provides a variety of real estate and project/program support services. Her background of having been a litigator for low-income communities, a clinical instructor at Harvard Law School, pursuing child support enforcement for the Massachusetts Department of Revenue as well as having worked with high profile trial teams at Munger, Tolles & Olson, brings a unique perspective and court experience to the real estate realm. Ms. Shurlock assists with drafting company responses to municipal and transit-oriented proposal requests. Organizes municipal data for inclusion in long-range property management plans. Prepares presentations for city council meetings. Conducts marketing and financial research as well as review of ordinances and property-related contracts for acquisitions and transfers.



**EDUCATION**

Bachelor of Arts – Political Science / Psychology  
Mount St. Mary's College, Los Angeles, CA  
American University, Washington, DC, Justice Prgrm  
Suffolk University, Boston, MA, Juris Doctor

**PROFESSIONAL AFFILIATIONS/CERTIFICATIONS**

Massachusetts Mediator Certification  
Active Member of the State Bar of Massachusetts  
Advanced Divorce Mediation Training

Fluent in Spanish

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**ALEXANDRA BASSANETTI / Real Estate Technician**

Alexandra Bassanetti assists with real estate support services, implementation activities, bond issues, planning and project activities schedules. Her recent assignments include feasibility and land-use analysis, revenue projections, data assembly and analysis, data set design/management, and document preparation. She assists with title searches, property profiles, mapping, farming, and lien information. Proficient in Photoshop and ArcGIS mapping software, she creates maps and generates graphs, tables and charts. Alex also assists with support for Successor Agency AB 26x1 and AB 1484.



**PROFESSIONAL AFFILIATIONS /CERTIFICATIONS**

California Real Estate License No. 01919071

Fluent in Spanish

**LAUREN YONAI / Office Administrator  
Real Estate Technician**

Lauren Yonai coordinates Real Estate support services and implementation of related activities; planning and scheduling of projects, data assembly, and document preparation for private sector and public agencies. Assists with the preparation, coordination and submittal of proposals, SOQs and other RFP packages. Efficient research skills; obtaining title and lien information, property-profiles, farming, and other back-up information. Oversees and manages internal daily accounting updates and accounting programs. Proficient in Photoshop, PowerPoint and other marketing and outreach efforts.



**EDUCATION**

Bachelor of Business

Loyola Marymount University, Los Angeles

STATEMENT OF QUALIFICATIONS  
CITY OF SANTA FE SPRINGS

**ANNA YAMAGATA / Business Development  
Administrative Assistant**

Promoting company growth and exposure through marketing and outreach efforts geared for public agency and private sector clients. Manages professional affiliate membership and oversees procurement registration ensuring Company compliance with designated authorities throughout California. Administrative duties include client/meeting coordination, preparation of proposals, documents and editing. Assists with support services for Successor Agency projects as required by AB 26x1 and AB 1484.



**EDUCATION**

Bachelor of Arts – Liberal Studies  
Loyola Marymount University

Fluent in Spanish



**March 12, 2014**

**Proposal**

**Long-Range Property Management Plan Consulting Services**

**For**

**City of Santa Fe Springs**

**as**

**RDA Successor Agency**

**Jones Lang LaSalle**

Luke McDaniel  
Senior Vice President  
4 Park Plaza, Suite 900  
Irvine California 92614  
tel +1 949 885 2974  
mobile +1 714 330 2197  
lic #01203625

Tammy Spencer  
Project and Development Services  
3281 E. Guasti Road, Suite 850  
Ontario, CA 91761  
tel +1 909 467 6859  
mobile +1 714 417 7160

## Background

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB1484), a budget trailer bill that makes substantial changes to the redevelopment agency dissolution process implemented by Assembly Bill 1X 26. One of the key components of AB 1484 is the requirement that all successor agencies develop a long-range property management plan that governs the disposition and use of the former redevelopment agency property. This document is the Long Range Property Management Plan for the Successor Agency to the former City of Santa Fe Springs Redevelopment Agency (Successor Agency).

Pursuant to Health and Safety Code section 34191.5, within six months after receiving a Finding of Completion from the Department of Finance (Finance), the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency.

Jones Lang LaSalle (JLL) was advised that the City of Santa Fe Springs received their Finding of Completion on December 5, 2013. Therefore, the LRPMP must be submitted for approval to the Oversight Board and Finance no later than June 5, 2014.

## Scope of Services

The City is seeking to retain the services of JLL to advise and assist the City staff in conducting a review and assessment with regards to the status of meeting its obligations and in preparing the LRPMP for submission to the Oversight Board and Finance.

Specific tasks include:

### DUE DILIGENCE

*Review/Evaluate information gathered to date by the City (re: Exhibit A). JLL will assist the City staff in gathering and organizing the required information as outlined below.*

- Inventory of all properties in the Community Redevelopment Property Trust Fund, which was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all of the following information:
  - The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
  - The purpose for which the property was acquired.
  - Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
  - An estimate of the current value of the parcel including, if available, any appraisal information.
  - An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

- The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
  - A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
  - A brief history of previous development proposals and activity, including the rental or lease of property.
- Address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Permissible uses include 1) the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.
  - Identify any missing information or requirements and establish priority goals and timing

#### **LONG-RANGE PROPERTY MANAGEMENT PLAN PREPARATION**

*Organize the aforementioned information and documents into a comprehensive plan that will include the following items.*

- Legislation background
- Introduction to the City of Santa Fe Springs Long Range Property Management Plan
- Summary and overview of the Successor Agency properties and parcels
- Required detailed tabular information and narrative for each property, including aeriels and maps
- Identify the use or disposition plan for each property
- Separate plan that identifies and list properties dedicated to governmental use purposes and properties retained for the purposes of fulfilling an enforceable obligation
- Conclusion statement as to the compliance with the State of California's redevelopment dissolution law and the expected Department of Finance approval, as well as the City of Santa Fe Spring's effective re-positioning of assets.
- Applicable Exhibits to support the LRPMP

#### **Compensation**

Our team's approach to compensation will be consistent with our other relationships wherein we assume a fiduciary responsibility in assisting our clients with attaining their objectives. Over the years, we have been



compensated for our work in a number of ways including working on a firm fixed price and success/transaction fees. Our goal is to deliver highly professional services at competitive rates. Our staff will succeed in the end by satisfying clients' objectives and earning their confidence, respect, and trust.

Our pricing estimate is based upon prior engagements of similar scope, with the assumption that the City has access to the information required and will provide this information to JLL. Our estimated time of engagement is three (3) months to perform the tasks as detailed in the above Scope of Services. We propose a Time and Material (T&M) estimate of \$ 54,000 to cover the work outlined in the above referenced scope of work. JLL will provide a monthly status report to the City including the aggregate total of hours worked and associated costs. The estimated costs are on an aggregate "not-to-exceed" basis for the defined Scope of Services by task and the City will only be billed for hours worked in performance of each task. JLL shall notify the City when actual hours worked reach 85% of the estimated hours for the Project. If it is expected that the current estimate will be exceeded, then, at the City's option, an addendum will be agreed upon between the City and JLL to modify the Scope of Services and/or adjust the "not-to-exceed" limit. Upon approval and execution of this contract, the City will remit to JLL a retainer fee of \$18,000 upon which will cover T&M cost over the first month of the assignment.

## **Schedule**

Upon receipt of the City's official, written notice-to-proceed, JLL will immediately commence with a project kickoff meeting to confirm the City's goals and objectives. Only after the City's goals and objectives are clearly defined, JLL will commence activities outlined in the scope of work. It is anticipated that our engagement will cover the three (3) month period and can be extended if deemed necessary by either party.

## **JLL PROJECT TEAM**

Industrial Properties Development:	Tammy Spencer, Sr. Manager, Projects
Public Institutions Advisory Lead:	Bob Hunt, Managing Director
Public Redevelopment Advisory:	Jeff Graham
Industrial Properties Advisory Lead:	Luke McDaniel, Senior Vice President

## **EXTENDED WORK OPTIONS:**

Further services and cost reduction option: A discount rebate for the LRPMP will be available if JLL is engaged further to assist with developing and executing the City's Disposition Strategy. We have the experienced team to assist with the development and implementation of a comprehensive strategic plan, options evaluation and transaction negotiation.

## **Acceptance**

If the foregoing accurately reflects our agreement, please execute this agreement below and return it to the undersigned.

**JLL AMERICAS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED and ACCEPTED

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**CITY OF SANTA FE SPRINGS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED and ACCEPTED

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



EXHIBIT A

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

HSC 34191.5 (c)(1)(A)										HSC 34191.5 (c)(1)(B)			HSC 34191.5 (c)(1)(C)			
No.	Property Type	Property Type Detail	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning
1	Commercial	SFS Fire Station		Manufacturing/Industrial	N/A	N/A	N/A	N/A	N/A				N/A	7005-004-904	14,575	M-2
2	Parking Structure	Landscape Strip/Parking		Manufacturing/Industrial	2/10/2006	\$27,300	828		2013				N/A	8002-015-900	1,432	M-2
3	Parking Structure	Police/Fire Station		Manufacturing/Industrial	N/A	N/A	23,318		2013				N/A	8005-008-900	21,562	M-2
4	Parking Lot/Structure	Parking Structure/Bus		Multi-Family Residential	N/A	N/A	N/A		N/A				N/A	8005-015-907	10,060	M-2
5	Commercial	Norwalk/Teles. Courtyard		Manufacturing/Industrial	N/A	N/A	N/A		N/A				N/A	8005-015-909	95,216	M-2
6	Parking Lot/Structure	Norwalk/Teles. Parking Lot		Manufacturing/Industrial	10/23/2000	N/A	125,000		2013				N/A	8005-015-910	18,522	M-2
7	Parking Lot/Structure	Norwalk/Teles. Parking Lot		Manufacturing/Industrial	9/15/2000	N/A	10,800		2013				N/A	8005-014-900	4,604	R-1
10	Park	Park Portion/Cedarsdale		Light Agricultural	08/1992	\$14,500	2,111		2013				N/A	8007-001-905	6,785	A-1
11	Other	Monument Sign		Light Agricultural	N/A	N/A	N/A		N/A				N/A	8007-001-907	5,997	A-1
12	Parking Lot/Structure	Park Parking Lot		Single Family Residential	*7/1992	\$185,000	133,711		2013				11045 Davenport St	8007-014-905	8,491	R-1
13	Parking Lot/Structure	Park Parking Lot		Single Family Residential	N/A	N/A	N/A		N/A							
14	Other	Pathway for Lake Center		Multi-Family Residential	N/A	\$1,925,000	N/A		N/A				N/A	8008-001-919	3,140	R-3-PD
15	Police/Fire Station	Police/Fire Station		Community Commercial	N/A	N/A	N/A		N/A				N/A	8008-001-901	4,296	C-4-PD
16	Police/Fire Station	Police/Fire Station		Community Commercial	*8/1991	N/A	420,195		2013				11575 Telegraph Rd.	8008-001-923	12,723	C-4-PD
17	Park	Baseball Field		Public Use Facilities	N/A	N/A	116,430		2013				N/A	8008-017-925	97,710	PF
18	Park	Baseball Field		Public Use Facilities	N/A	N/A	36,885		2013				N/A	8008-017-926	29,694	PF
19	Parking Lot/Structure	Parking Lot for Field		Public Use Facilities	N/A	N/A	80,180		2013				N/A	8008-017-927	67,047	PF
20	Parking Lot/Structure	Alhurd's Parkway		Single Family Residential	*4/1986	\$87,000	N/A		N/A				N/A	8008-023-900	5,002	R-1-D
21	Other	Flallon Parkway		Single Family Residential	*9/1986	\$82,500	N/A		N/A				10202 Flallon Ave.	8008-023-901	4,914	R-1
22	Park	Nursery/Greenhouse		United Manufacturing	*9/1986	N/A	N/A		N/A				10211 Pioneer Blvd.	8008-029-903	262,784	M-2
23	Park	Tele/Norwalk Park		Heavy Manufacturing	N/A	N/A	N/A		N/A				N/A	8009-007-915	229,750	M-2
24	Parking Lot/Structure	Heritage Park/Parking Lot		Heavy Manufacturing	N/A	N/A	N/A		N/A				N/A	8009-007-926	58,849	M-2
25	Park	Heritage Park		Heavy Manufacturing	N/A	N/A	N/A		N/A				N/A	8009-007-927	269,879	M-2
26	Parking Lot/Structure	Greens Parking Lot		Heavy Manufacturing	N/A	N/A	N/A		N/A				N/A	8009-007-928	36,384	M-2
29	Park	City Hall Parkway		Light Manufacturing	N/A	N/A	278,437		2013				N/A	8009-026-900	84,993	M-2
30	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	N/A	N/A	27,601		2013				N/A	8011-002-901	12,667	M-2
31	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	N/A	N/A	1,654		2013				N/A	8011-002-902	741	M-2
32	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	N/A	N/A	12,695		2013				N/A	8011-002-903	5,679	M-2
33	Vacant Lot/Land	Undeveloped Lot		Light Agricultural	N/A	N/A	N/A		N/A				N/A	8011-011-908	3,844	A-1
34	Vacant Lot/Land	Undeveloped Lot		Light Agricultural	N/A	N/A	N/A		N/A				N/A	8011-011-907	7,278	A-1
35	Vacant Lot/Land	Undeveloped Lot/Driveway		Light Agricultural	N/A	\$221,000	772,855		N/A				N/A	8011-011-912	21,780	M-2
36	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	N/A	\$149,000	8,469		2013				N/A	8011-018-900	157,770	M-2
37	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	N/A	N/A	6,440		2013				N/A	8011-018-901	1,075	M-2
38	Vacant Lot/Land	Undeveloped Lot & ROW		Heavy Manufacturing	11/30/2005	N/A	8,069		2013				N/A	8011-018-902	6,338	M-2
39	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	7/7/2005	N/A	13,115		2013				N/A	8011-018-903	6,992	M-2
40	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	7/7/2005	N/A	13,134		2013				N/A	8011-018-904	6,992	M-2
41	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	7/7/2005	N/A	13,192		2013				N/A	8011-018-905	6,981	M-2
42	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	7/7/2005	N/A	13,258		2013				N/A	8011-018-906	7,005	M-2
43	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	N/A	N/A	N/A		N/A				N/A	8011-018-911	219,082	M-2
44	Parking Lot/Structure	Transportation Center Lot		Heavy Manufacturing	12/11/2007	N/A	384,486		2013				12800 Imperial Hwy.	8045-001-905	135,505	M-2
45	Vacant Lot/Land	Undeveloped Lot		Heavy Manufacturing	12/11/2007	N/A	55,415		2013				N/A	8045-001-906	76,361	M-2
46	Parking Lot/Structure	Parking Lot/Storage		Heavy Manufacturing	N/A	N/A	N/A		N/A				N/A	8082-002-914	43,433	M-2
47	Parking Lot/Structure	Portion of El Monte RV		Heavy Manufacturing	N/A	N/A	N/A		N/A				N/A	8082-002-915	2,459	M2-FOZ

**LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA**

No.	Property Type	Property Type Detail	Permissible Use	HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)	HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	HSC 34191.5 (c)(1)(H)
1	Commercial	SFS Fire Station							
2	Parking Lot/Structure	Landscape Strip/Parking							
3	Park	OpenSpace/Park/Median							
4	Parking Lot/Structure	Normal/Collector/Conventional							
5	Parking Lot/Structure	Normal/Collector/Conventional							
6	Parking Lot/Structure	Normal/Traffic, Parking Lot							
7	Parking Lot/Structure	Normal/Traffic, Parking Lot							
8	Residential	Single Family Residence							
9									
10	Park	Park Portion/Cedardale							
11	Other	Monument Sign							
12	Parking Lot/Structure	Park Parking Lot							
13									
14	Other	Parkway for Lake Center							
15	Police/Fire Station	Parkway for Lake Center							
16	Police/Fire Station	Police Station							
17	Park	Baseball Field							
18	Park	Baseball Field							
19	Parking Lot/Structure	Parking Lot for Field							
20	Park	Abutts Parkway							
21	Park	Fallon Parkway							
22	Other	Natural Area							
23	Park	Trail/Normal Park							
24	Parking Lot/Structure	Heritage Park/Parking Lot							
25	Park	Heritage Park							
26	Parking Lot/Structure	Gezgers Parking Lot							
27									
28	Park	City Hall Parkway							
29	Vacant Lot/Land	Undeveloped Lot							
30	Vacant Lot/Land	Undeveloped Lot							
31	Vacant Lot/Land	Undeveloped Lot							
32	Vacant Lot/Land	Undeveloped Lot							
33	Vacant Lot/Land	Undeveloped Lot							
34	Vacant Lot/Land	Undeveloped Lot							
35	Vacant Lot/Land	Undeveloped Lot/Driveway							
36	Vacant Lot/Land	Undeveloped Lot							
37	Vacant Lot/Land	Undeveloped Lot							
38	Vacant Lot/Land	Undeveloped Lot & ROW							
39	Vacant Lot/Land	Undeveloped Lot							
40	Vacant Lot/Land	Undeveloped Lot							
41	Vacant Lot/Land	Undeveloped Lot							
42	Vacant Lot/Land	Undeveloped Lot							
43	Vacant Lot/Land	Undeveloped Lot							
44	Parking Lot/Structure	Transportation Center Lot							
45	Vacant Lot/Land	Undeveloped Lot							
46	Parking Lot/Structure	Parking Lot/RV Storage							

# Bob Hunt

## Managing Director Public Institutions

### Current Responsibilities

Bob Hunt is a member of Jones Lang LaSalle's national public institutions group and is responsible for leading the team in the Western Region of the United States. Mr. Hunt's core focus is to help companies strategically link their real estate and facilities strategy to their overall business strategy. He is skilled at translating organizational needs into business cases and actionable performance criteria to support the planning, implementation and performance of real estate and workplace strategies.

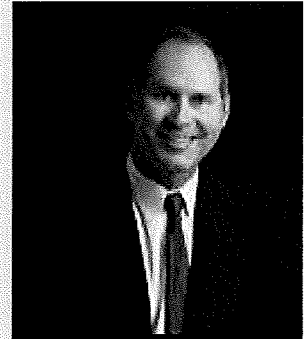
### Experience

Mr. Hunt brings over 28 years of experience in helping organizations develop real estate and workplace strategies that address a wide range of needs, including portfolio planning, development advisory, public private partnership formation, facilities planning, workplace innovation and R/E, IT and HR integration.

Mr. Hunt has led many innovative projects for a variety of customers. Some notable projects include: Development advisory, infrastructure analysis & public private partnership formation for UC Merced; development advisory and feasibility analysis for California State University San Marcos; development advisory & public private partnership formation for the City of Seattle; strategic planning & development advisory for Marin County; Development advisory, financing analysis, and solicitation development for 536 acre site owned by Port of San Diego; capital implementation plan and P3 advisory for Auraria Higher Education Center; strategic planning & development advisory for the City of San Diego; long range facilities and capital planning for Napa County; development advisory and solicitation development for the City of Long Beach; workplace strategy program development and training for U.S. General Services Administration (GSA); portfolio analysis and strategy for San Diego Unified School District; Workplace 20-20 (a long range workplace study for GSA); development & evaluation of Boeing's virtual office program; worldwide evaluation of Microsoft's real estate and facilities practices (Workplace Advantage Program); development of design and policy for Morgan Stanley's telework centers, and occupancy planning for GSA's National Headquarters. Prior to joining Jones Lang LaSalle, Mr. Hunt worked for Hellmuth, Obata and Kassabaum (HOK) architects, where he was the practice leader for their Washington, DC consulting group.

### Education and Affiliations

Mr. Hunt received his Bachelor of Arts degree in Business Administration from the University of Washington. A dynamic speaker and meeting facilitator, he has addressed many organizations including Corenet, IFMA and GSA about real estate and workplace strategy. He has also contributed numerous articles to academic journals and popular media about workplace evolution. Mr. Hunt has taught Corenet courses on Real Estate, Information Technology and Human Resources integration and has consistently been rated a top instructor.



[www.us.joneslanglasalle.com](http://www.us.joneslanglasalle.com)

# Jeff W. Graham

Senior Vice President  
Public Institutions

## Current Responsibilities

Mr. Graham is an accomplished real estate and public policy professional with an extensive and successful track record in organizational leadership, urban redevelopment, public administration, property acquisitions, partnership structuring, financial analysis, equity and debt procurement, project management, economic development, affordable housing, community engagement, infrastructure, and urban planning.

## Experience

Graham was most recently President of Civic San Diego, a public, nonprofit corporation that plans and implements downtown San Diego's redevelopment on behalf of the city. He brings more than 25 years of real estate experience and is a leading national expert on urban development and public private partnerships.

### •Civic San Diego – San Diego, CA

- President, October 2012 – February 2014
- Vice President, Redevelopment, June 2007 to September 2012

### •GAFCON, Inc. – San Diego, CA

- Real estate consulting Director, Real Estate Economics, December 1997 to March 2000; September 2004 to May 2007 to 2012

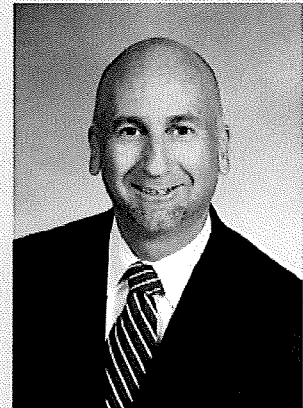
## Education and Affiliations

SAN DIEGO STATE UNIVERSITY – San Diego, California

MBA, International Business

UNIVERSITY OF PITTSBURGH – Pittsburgh, Pennsylvania

BA, Urban Economics and Political Science



[www.us.joneslanglasalle.com](http://www.us.joneslanglasalle.com)



# Luke McDaniel

## Senior Vice President, Commercial Real Estate

Mr. McDaniel serves as Senior Vice President of Jones Lang LaSalle's Orange County office. With 17 years of commercial real estate experience, Mr. McDaniel specializes in industrial project marketing, tenant/landlord representation, and investment sales. Focusing in the Mid-Counties and North Orange County Industrial Markets, Luke has leased and sold over 20-million square feet of property and completed over 600 transactions since January 2000.

### Education and Affiliations:

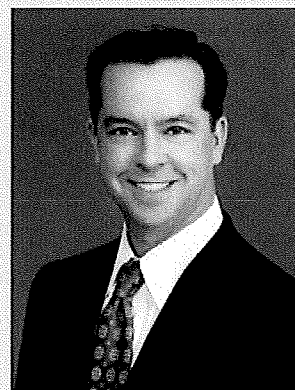
- Bachelor of Science – Finance and Real Estate, California State University of Northridge
- Licensed California Real Estate Broker since 1995
- Member of American Industrial Real Estate Association ("AIR")

### Representative transactions:

- Saddle Creek Corporation: 626,304 SF Transaction, Tenant Rep. West Coast Distribution Center - Buena Park
- Comstock Homes: 53-Acre Residential Re-Use Land Sale in Santa Fe Springs
- Kearny Real Estate & Alliance Commercial Properties: 206,030 SF Transaction, Investment Sale/Corporate Leaseback of an Industrial Building in Santa Fe Springs
- Carson Companies: 284,580 SF Transaction, Landlord Rep. for the Lease of an Industrial Building in Santa Fe Springs
- Ultra Wheel & Overton Moore Properties: 255,200 SF Transaction, Corporate Disposition and an Add-Value Sale of an Industrial Building in Buena Park
- Goldrich & Kest and Dexus: 292,080 SF Investment Sale Transaction of an Industrial Building in La Palma

### Awards:

- Real Estate Forum's national publication for real estate professionals, selected as one of the Top Real Estate Professionals "40 Under Forty" Nationwide: 2010
- OC Metro Magazine "40 Under 40", selected as one of the Top 40 Professionals in Orange County Under 40 Years of Age: 2010
- Costar Power Broker Award: 2007 - 2013
- JLL Top Achiever: 2013
- Completed the Largest Square Foot Industrial Lease Transaction (626,304 SF) in LA and Orange County for 2009



# Tammy J. Spencer

Commercial and Industrial Markets

Southwest Region

Project and Development Services

## Current Responsibilities

Ms. Spencer is responsible for the management of commercial and industrial projects for Jones Lang LaSalle clients in the Southern California region. She assists clients in the entire project development process from early strategic planning through facility commissioning and start-up. Her involvement includes needs assessments, facility programming and specifications, budgeting, land planning and site due diligence, design management, entitlements and permitting, construction planning, procurement and contracting, construction management, and relocation coordination.

## Experience

Ms. Spencer has twenty years of commercial and industrial real estate development and construction experience in leadership positions. She has overseen nearly \$1B of industrial, institutional, commercial and office projects, including large build-to-suits, tenant improvements, renovations and major infrastructure projects.

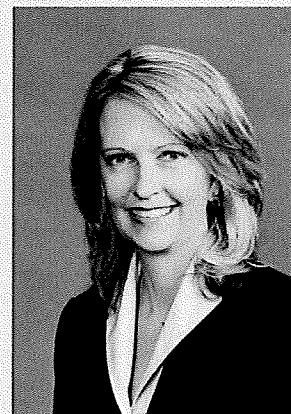
Representative projects include:

- **Development Director:** Managed the development of the InterChange Business Center in San Bernardino, a 144-acre master-planned business center totaling 2,052,332 s.f. in (6) buildings. The site was part of a Formerly Used Defense Site (FUDS) that had been a WWI-era incendiary bomb plant and idle for 60 years. The site achieved an accelerated closure and successfully redeveloped as an industrial park. Five buildings achieved LEED silver certification. Total project value was over \$100 million.
- **Pre-Construction Services / Senior Project Manager:** Heritage Crossing Industrial Business Center in the City of Santa Fe Springs. Seven speculative industrial office and R&D buildings with 615 l.f. of new public street. Buildings ranged in size from 18,900 – 145,161 s.f. Total construction value at \$10.6m. Project required environmental and legal oversight pertaining to Private Energy easements and service rights access to the property, including existing oil wells to be abandoned and/or vented as well as methane mitigation requirements.

## Education and Affiliations

Ms. Spencer earned dual Bachelor of Science degrees at the University of Oregon and Northwest Christian University and a Commercial and Industrial Development Management Certificate from the University of California, Irvine. She later received a Masters of Business Administration from the University of California, Irvine. She is also a LEED BD + C Accredited Professional.

She has a significant commitment to the commercial real estate industry represented by her participation in such organizations as NAIOP and ULI. She currently serves as Vice Chair of Education on the Sustainable Communities Initiative Council for the Orange County/Inland Empire Chapter of the Urban Land Institute.



## Experience

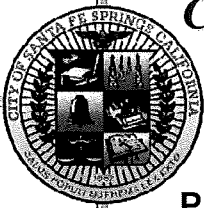
Client	Size (S.F.)
Heritage Crossing Santa Fe Springs, CA	416,387
GreenStone Industrial Santa Fe Springs, CA	215,420
Bloomfield Industrial Santa Fe Springs, CA	121,000
Miyachi America Corp Monrovia, CA	85,000
Printronic Irvine, CA	186,000
ITT Aerospace Santa Clarita, CA	220,000
The Irvine Co Irvine, CA	400,000
Fisher Scientific Chino, CA	400,000
Chapman University Orange, CA	76,000
Shaw Industrial Group Cypress, CA	294,000
CapRock Partners Fontana, CA	1,028,000



[www.us.joneslanglasalle.com](http://www.us.joneslanglasalle.com)



**PLEASE SEE ITEM 3A**



# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## PUBLIC HEARING

State of California Citizens' Option for Public Safety (COPS) Grant Program

### **RECOMMENDATION**

That the City Council: 1). Open the Public Hearing for those wishing to speak on this matter; and 2). Approve the expenditure of the State of COPS funds as outlined in the plan contained herein.

### **BACKGROUND**

The Citizens' Option for Public Safety (COPS) program provides grants to every city and county and five special districts that provide law enforcement within California. COPS funds are allocated among cities and counties and special districts that provide law enforcement services in proportion to population, except that: A). County populations are the populations in incorporated areas, and B). Each agency is to be allocated a minimum of \$100,000. As a result, the City is entitled to a State of California Citizens' Option for Public Safety (COPS) Grant of \$100,000.

Funds from the COPS program must be used exclusively to fund the frontline municipal police services, "in accordance with written requests submitted by the chief of police...or the chief administrator of the law enforcement agency that provides police services for (the) city." (Gov't Code § 30061(c)(2)). Based on a review of law enforcement priorities, staff is recommending that the funds be expended on the payment of:

- a portion of the cost for a Traffic Officer (for FY 2013/2014, the cost of the Traffic Officer assigned to the City is \$178,600; \$95,000 would be paid with COPS funds and the remaining balance covered by the City (General Fund)); and,
- a portion of the funding for Detective Support (\$5,000); and
- an additional \$7,400 of the interest accrued over a ten year period will be used for the funding of Public Safety Officers assigned to field operations.

The expenditure of these funds requires that the City conduct a Public Hearing to seek input as to how these funds should be spent.

### **FISCAL IMPACT**

The State COPS program has been a much needed supplemental funding source for the City for over 10 years, providing the City with resources for additional public safety resources and equipment.

  
Thaddeus McCormack  
City Manager



# *City of Santa Fe Springs*

City Council Meeting

March 27, 2014

## **NEW BUSINESS**

Approving a Bond Expenditure Agreement between the City of Santa Fe Springs ("City") and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs ("Successor Agency")

### **RECOMMENDATION**

That the City Approve a Bond Expenditure Agreement between the City and the Successor Agency.

### **BACKGROUND**

In June 2011, ABx1 26 dissolved California redevelopment agencies and prohibited spending of any outstanding unspent bond proceeds. AB 1484 subsequently amended the dissolution bill and provided a mechanism to allow successor agencies to spend unspent bond proceeds from bonds issued prior to January 1, 2011. The bill provided that upon obtaining a Finding of Completion ("FOC") successor agencies would be allowed to spend unspent bond proceeds from pre-2011 bonds. An FOC is required to be issued upon California Department of Finance ("DOF") acceptance of required reports and payment of available cash balances. The Successor Agency completed all required steps and received its FOC on December 5, 2013.

Currently, the Successor Agency may only pay obligations approved on a Recognized Obligation Payment Schedule ("ROPS") which is prepared twice a year covering the 6-month periods from July to December and January to June of each year. The ROPS are required to be submitted several months prior to the effective date which creates timing problems in terms of entering into obligations related to projects funded by unspent bond proceeds.

As a result, the DOF has provided guidance that allows the Successor Agency and City to enter into an agreement to transfer unspent bond proceeds to the City to complete projects and activities consistent with the original bond requirements, including spending the proceeds within the project areas. The proposed agreement was drafted by the City Attorney based on information from DOF staff and is modeled after a similar agreement between the City of Oakland and the Oakland Redevelopment Successor Agency, which was approved by DOF. Under the agreement, only the initial transfer of the bond proceeds is required to be included on an approved ROPS.

On February 13, 2014, the Successor Agency approved ROPS 14-15A covering the period of July 1, 2014 through December 31, 2014, which includes the transfer of



# City of Santa Fe Springs

City Council Meeting

March 27, 2014

\$19,271,985 in unspent bond proceeds to the City. The proposed Bond Expenditure Agreement formalizes the obligation for the Successor Agency to transfer the bond proceeds and for the City to spend the proceeds in accordance with the bond requirements.

If approved, the Agreement will be forwarded to the Successor Agency Oversight Board ("OB") and DOF for approval. Upon OB and DOF approvals and as of July 1, 2014, the City will have full authority to enter into contracts to carry out the projects and activities authorized in the bond documents. The City is currently working with the CIP sub-committee to prioritize projects to be funded with the bond proceeds.

## **FISCAL IMPACT**

If approved, the Agreement will provide for unspent bond proceeds in the amount of \$19,271,985, plus accrued interest, to be transferred to the City of Santa Fe Springs for spending in accordance with the bond documents.

Thaddeus McCormack  
City Manager

## **Attachment:**

Bond Expenditure Agreement

## **BOND EXPENDITURE AGREEMENT**

This Bond Expenditure Agreement (this "Agreement") is entered into on March 27, 2014, by and between the City of Santa Fe Springs, a municipal corporation (the "City"), and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency"). This Agreement shall not be effective until approved by the Successor Agency's Oversight Board and the State Department of Finance.

### **Recitals**

A. The Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on December 5, 2013.

B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").

C. The Successor Agency has and will have "excess bond proceeds", and wishes to use such proceeds for redevelopment purposes consistent with applicable bond covenants.

D. The California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178 allows a successor agency and its sponsoring city to enter into agreements with the approval of the oversight board.

E. The Successor Agency desires to provide excess bond proceeds to the City to enable the City to use such funds, in a manner consistent with the original bond covenants, to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City. The City Council has found that the use of excess bond proceeds to fund projects that involve City-owned public buildings, facilities, structures, or other improvements is in accordance with Health and Safety Code Sections 33445, 33445.1, and 33679 and other applicable law.

F. In order to facilitate the use of excess bond proceeds consistent with the bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of current and future excess bond proceeds from the Successor Agency to the City, and the City's use of such proceeds consistent with applicable bond covenants and all applicable laws. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from excess bond proceeds. With Oversight Board approval, the Successor Agency has listed this Agreement, and the requirement to transfer excess bond proceeds herein, on its Recognized Obligation Payment Schedule ("ROPS") for July through December of 2014 ("ROPS 14-15A") as an obligation to be funded with excess bond proceeds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

## 1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

## 2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the indicated meaning:

The "Dissolution Law" means Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code, commencing with Section 34170, and other statutes governing the dissolution of redevelopment agencies and the wind-down of redevelopment activities.

"Bond Proceeds" mean (1) proceeds from tax allocation bonds issued on or before December 31, 2010, (2) rents, sale proceeds and other revenues generated by properties acquired and/or improved with proceeds from tax allocation bonds issued on or before December 31, 2010, (3) interest and principal paid on loans funded by proceeds from tax allocation bonds issued on or before December 31, 2010, and (4) other income or revenues generated from assets acquired or funded with proceeds from tax allocation bonds issued on or before December 31, 2010.

"Excess Bond Proceeds" means Bond Proceeds that are not needed to satisfy Enforceable Obligations approved on a ROPS.

"Enforceable Obligations" mean enforceable obligations, other than Excess Bond Proceeds obligations, as defined under the Dissolution Law.

## 3. THE SUCCESSOR AGENCY'S OBLIGATIONS

The Successor Agency shall have the following obligations under this Agreement:

3.1. CURRENT EXCESS BOND PROCEEDS. The Successor Agency shall transfer to the City, no earlier than July 1, 2014 and no later than July 31, 2014, Excess Bond

Proceeds in the amount of \$19,271,985, plus all interest accrued thereon up to the date of such transfer.

3.2. FUTURE EXCESS BOND PROCEEDS. The Successor Agency shall transfer to the City all future Excess Bond Proceeds held or received by the Successor Agency. Such future Excess Bond Proceeds shall include, without limitation: (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation, and (3) any other funds held by the Successor Agency that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. The Successor Agency shall be responsible for ensuring that payments of future Excess Bond Proceeds, as such funds become available, are included on the next possible ROPS.

3.3. PROJECTS FUNDED BY EXCESS BOND PROCEEDS. The Successor Agency assigns to the City all responsibilities and contracts, if any, related to the administration of any projects or programs funded by Excess Bond Proceeds.

#### 4. THE CITY'S OBLIGATIONS

The City shall have the following obligations under this Agreement:

4.1. RETENTION OF EXCESS BOND PROCEEDS. The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City pursuant to this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to the Successor Agency, and shall use such funds for uses consistent with applicable bond covenants.

4.2. USE OF EXCESS BOND PROCEEDS. The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized by the City Council of the City. However, the City must spend Excess Bond Proceeds consistent with the original bond covenants applicable to the particular Excess Bond Proceeds, and must comply with all requirements of federal tax law and all applicable requirements of the California Community Redevelopment Law as to the use of such funds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs

and activities, as long as the transfer is within a single project area if applicable bond covenants restrict such funds to a particular project area.

The City shall indemnify and defend the Successor Agency, and its officers and agents, against, and shall hold the Successor Agency, and its officers and agents, harmless from, any claims, causes of action, or liabilities arising from the misuse of Excess Bond Proceeds by the City or the failure of the City to ensure that Excess Bond Proceeds are used in accordance with bond covenants, federal tax law, and the California Community Redevelopment Law.

The City assumes all contracts, if any, entered into by the Successor Agency or the former Community Development Commission/Redevelopment Agency related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by the Successor Agency relating to Enforceable Obligations. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project.

## 5. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

5.1. This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

5.2. This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

5.3. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

## 6. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.



## 7. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

## 8. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

## 9. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

In witness whereof, the undersigned parties have executed this Bond Expenditure Agreement as of the date first above written.

**THE CITY OF SANTA FE SPRINGS,**  
a municipal corporation

By: \_\_\_\_\_  
Juanita Trujillo, Mayor

Approved as to form and legality:

By: \_\_\_\_\_ City Attorney

**THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS**

By: \_\_\_\_\_  
Juanita Trujillo, Chairperson



# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## NEW BUSINESS

Resolution No. 9435 – Ordering the Preparation of the Engineer's Report for FY 2014/15 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

### RECOMMENDATION

That the City Council adopt Resolution No. 9435, ordering the preparation of the Engineer's Report for FY 2014/15 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

### BACKGROUND

Santa Fe Springs Lighting District No. 1 was formed May 26, 1982, pursuant to the provisions of the Landscaping and Lighting Act of 1972. After the initial formation of the district, it is necessary for the City to annually update the Lighting District. This allows the City to continue levying annual assessments against the properties located within the Lighting District.

The required documents that meet the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972 as contained in the Streets and Highways Code.

The approval of this initial Resolution orders the preparation of cost estimate, assessment diagram, assessment, and Engineer's Report for the annual updating of the Lighting District.

Thaddeus McCormack  
City Manager

### Attachments:

Resolution No. 9435  
Boundary Map

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

Date of Report: March 18, 2014

RESOLUTION NO. 9435

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2014-15  
IN CONJUNCTION WITH THE ANNUAL UPDATE FOR  
STREET LIGHTING DISTRICT NO. 1

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2014 and ending June 30, 2015; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. An assessment of the estimated costs for maintenance work for said fiscal year.

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

Section 1: That the above recitals are true and correct.

Section 2: That a map entitled "City of Santa Fe Springs Lighting District No. 1

Annual Levy" as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the work of improvement to be maintained, and a copy is on file in the Office of the Deputy City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

Section 3: That the proposed maintenance work within the area proposed to be assessed shall be for certain street lighting improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4: That Noe Negrete, City Engineer, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

Section 5: That, upon completion, said "Report" shall be filed with the Deputy City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 22623 and 22624 of said Streets and Highways Code.

Section 6: That the Deputy City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 27<sup>th</sup> day of March 2014.

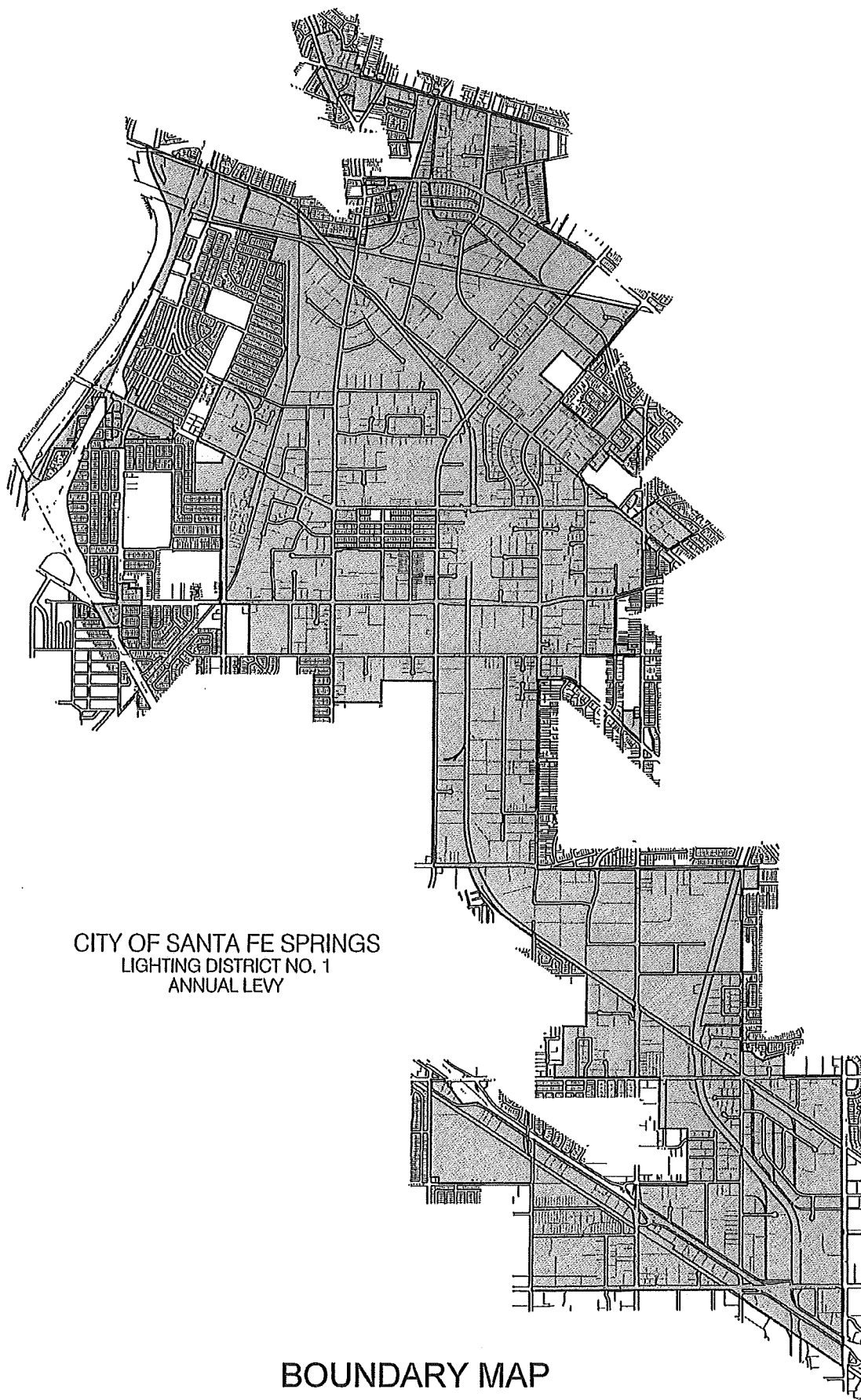
---

MAYOR

ATTEST:

---

DEPUTY CITY CLERK





## City of Santa Fe Springs

City Council Meeting

March 27, 2014

### NEW BUSINESS

Resolution No. 9436 – Ordering the Preparation of the Engineer's Report for FY 2014/15 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

### RECOMMENDATION


That the City Council adopt Resolution No. 9436, ordering the preparation of the Engineer's Report for FY 2014/15 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

### BACKGROUND

The Heritage Springs Assessment District was established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code), to finance the acquisition of various public improvements that were required for the development of the District.

The District also included a mechanism to provide funding on an annual basis for ongoing street maintenance which includes slurry sealing, street resurfacing and street reconstruction as needed. The requirement for a street maintenance district component was a condition of approval for the development. In FY 2007-2008, the two streets within the Heritage Springs Assessment District, Palm Drive and Hawkins Street, were slurry-sealed.

The approval of this initial Resolution orders the preparation of plans, specifications, cost estimate, assessment diagram, assessment and the Engineer's Report for the annual updating of the assessment district.

  
Thaddeus McCormack  
City Manager

### Attachments:

Resolution No. 9436  
Boundary Map

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

Date of Report: March 18, 2014

RESOLUTION NO. 9436

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2014-15  
IN CONJUNCTION WITH THE ANNUAL UPDATE FOR  
HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01  
(HAWKINS STREET AND PALM DRIVE)

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for an assessment district established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highways Code.)

CITY OF SANTA FE SPRINGS  
HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01  
(HAWKINS STREET AND PALM DRIVE)

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2014 and ending June 30, 2015; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 12 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. A proposed assessment of the estimated costs for maintenance work for said fiscal year.

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

Section 1: That the above recitals are true and correct.

Section 2: That a map entitled "Boundary Map Heritage Springs Assessment District No. 2001-01" as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the work of improvement to be maintained and a copy is on file in the Office of the Deputy City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

Section 3: That the proposed maintenance work within the area proposed to be assessed shall be for certain improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4: That Noe Negrete, City Engineer, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code).

Section 5: That, upon completion, said "Report" shall be filed with the Deputy City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 10203 and 10204 of said Streets and Highways Code.

Section 6: That the Deputy City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 27<sup>th</sup> day of March 2014.

---

MAYOR

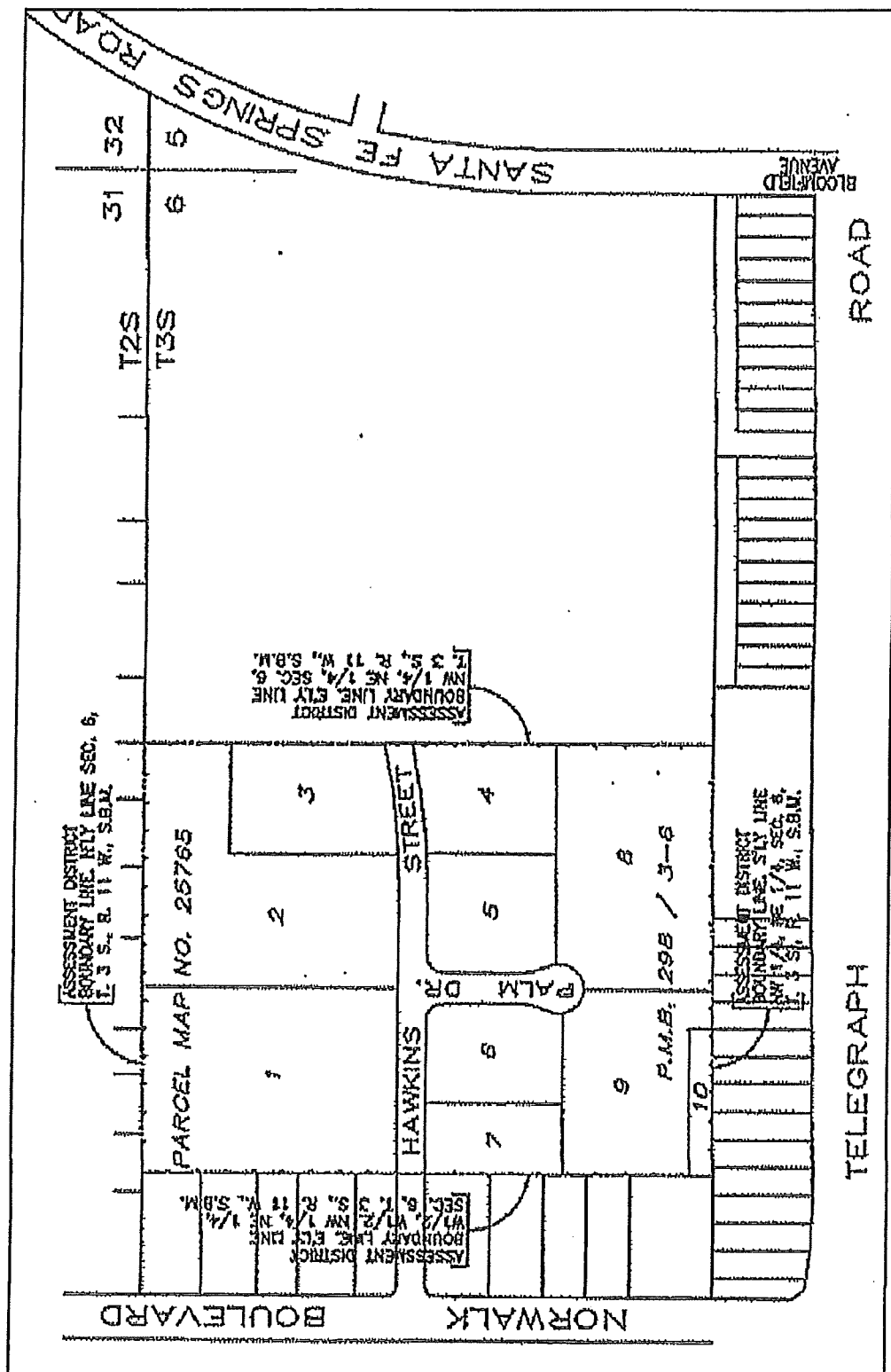
ATTEST:

---

DEPUTY CITY CLERK



# BOUNDARY MAP HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## NEW BUSINESS

I-5 Freeway Florence Water Main Inspection Services (Phase I) – Award of Contract to Southstar Engineering and Consulting, Inc.

### RECOMMENDATION

That the City Council take the following actions:

1. Award a contract to Southstar Engineering and Consulting, Inc. to provide Construction Management and Inspection Services for the Florence Avenue I-5 Freeway Widening Segment Water Main Relocation Project (Phase I) for an amount not to exceed \$80,000.00
2. Authorize the Director of Public Works to execute a Professional Services Agreement with Southstar Engineering and Consulting, Inc. of Riverside, California to provide Construction Management and Inspection Services for the Florence Avenue I-5 Freeway Widening Segment Water Main Relocation Project (Phase I).

### BACKGROUND

At the March 13, 2014 meeting, the City Council authorized advertising the Phase 1 Water Main Relocation Project for the Florence Avenue I-5 Freeway Widening Segment. The Phase I Project will relocate the City's existing water main to be impacted by the State's I-5 widening project.

Phase I water main relocation work includes furnishing and installing 8-inch ductile iron pipe, boring and jacking operations, and furnishing and installing fittings, valves, blow off assemblies, local service meters and appurtenances, within the vicinity of the State's freeway widening, and other ancillary work.

The water main relocation work has been split into two phases to accommodate the State's Interstate 5 Freeway/ Florence Avenue construction phasing and schedule. Further, due to the manner in which the existing water main infrastructure is configured, a portion of the City's water main relocation work will occur within the neighboring cities of Downey and Norwalk. Staff will coordinate the work with both cities.

Staff has determined that it is the best interests of the City to retain the services of a construction manager and inspector with Caltrans-related project experience. In addition to managing the construction of the relocated water main through multiple cities, the project requires extensive review, inspection and documentation.

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: March 18, 2014

Staff contacted three (3) engineering consulting firms to request resumes for experienced construction managers/inspectors for this project. The firms were: Onward Engineering, AKM Consulting Engineers, and Southstar Engineering and Consulting (Southstar). AKM Consulting Engineers did not respond. Staff reviewed resumes and interviewed one engineer from Onward Engineering and one engineer from Southstar.

Based on the interviews of the prospective engineers that would be assigned to the project, Staff is recommending that the City award a contract to Southstar to provide construction management and inspection services for the Phase I Water Main Relocation for the Florence Segment of the I-5 Freeway Widening Project. The proposed cost for the Phase I professional services will not exceed \$80,000.00

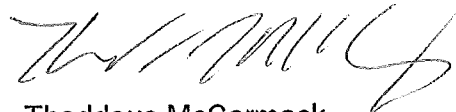
When staff returns to the City Council at a future date for approval to advertise the Phase II portion of the water main relocation work, Staff anticipates recommending that the City Council approve an amendment to the contract with Southstar to provide construction management and inspection services for the Phase II project.

#### FISCAL IMPACT

The City will be reimbursed for the cost of the construction management and inspection services for the Phase I Water Main Relocation Project under the Utility Agreement with the State of California. Staff anticipates additional funding will be necessary to commence with Phase II of this project.

#### INFRASTRUCTURE IMPACT

The relocated water mains and service meters will accommodate the widening of the Interstate 5 Freeway, and provide reduced City water system annual maintenance and operating costs.



Thaddeus McCormack  
City Manager

#### Attachment:

Professional Services Agreement with Southstar Engineering and Consulting, Inc.



**CITY OF SANTA FE SPRINGS**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of April , 2014 by and between the CITY OF SANTA FE SPRINGS (AGENCY), and SOUTHSTAR ENGINEERING AND CONSULTING, (CONTRACTOR) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONTRACTOR will provide services (SERVICES) as outlined in "Exhibit A" and shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. This Agreement will commence on the date this Agreement is executed by both parties and will terminate upon project completion, unless the SERVICES are terminated as provided herein.
3. CITY shall compensate CONTRACTOR for the SERVICES at an hourly rate of \$119.00 per hour and total compensation shall not to exceed \$80,000.00 CONTRACTOR 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 CONTRACTOR.
4. CONTRACTOR hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. CONTRACTOR 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. CONTRACTOR specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONTRACTOR. Notwithstanding the above, CONTRACTOR hereby specifically waives any claims and/or demands for such benefits.
6. CONTRACTOR 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

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 acts, errors or omission of CONTRACTOR, whether intentional or negligent, in the performance of this Agreement.

7. CONTRACTOR will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONTRACTOR 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 CONTRACTOR to assure its conformity with this Agreement.

8. CONTRACTOR shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.

9. CONTRACTOR 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 CONTRACTOR.
- c. CONTRACTOR shall comply with Workers' Compensation insurance laws of California.

CONTRACTOR 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.

10. 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

---

Director of Public Works

Date

City of Santa Fe Springs

11710 Telegraph Road

Santa Fe Springs, CA 90670

(562) 868-0511 ext. 7611

## **ATTACHMENT A**

### **FLORENCE AVENUE I-5 FREEWAY WIDENING SEGMENT WATER MAIN RELOCATION PROJECT PHASE 1 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES SCOPE OF WORK**

#### **Pre-Construction Meeting**

The Construction Manager/Inspector will attend the pre-construction meeting for the project. It is assumed that this meeting will be run by the City's Project Manager. The purpose of the meeting will be to introduce project participants, review project procedures, and address any comments or concerns regarding the proposed work.

#### **Schedule Review**

Contractor project schedules will be reviewed on a monthly basis by the Construction Manager/Inspector. It will be the Construction Manager/Inspector's duty to identify errors in the schedule, and anticipate upcoming construction issues. Issues which may impact the local community will also be preemptively identified and addressed through the City.

#### **Monthly Meetings with the City**

The Construction Manager/Inspector will meet with the City on a monthly basis to present construction progress, review the upcoming construction schedule, discuss future work, and resolve outstanding issues related to the project.

#### **Construction Meetings**

The Construction Manager/Inspector will attend a regularly scheduled construction progress meeting conducted by the City's Project Manager, to define and review existing construction problems, and to coordinate project elements. In general, it is anticipated that the meeting will address the following:

- Work Completed the Previous 2 Weeks
- Schedule of Work to be Completed in the Next Two Weeks
- Schedule Review
- Future Items Requiring Coordination
- Submittal Status
- RFP Status
- Progress Payments
- Materials and Equipment Delivered
- Safety/Site Maintenance

The meeting will be administered by the City's Project Manager at the construction site, or other mutually agreed upon location. It is assumed that construction meetings will be held every two weeks throughout the entire project duration.

### **Construction Management/Inspection Services**

The Construction Manager/Inspector will provide inspection services to ensure conformance of the constructed work with the contract documents and specifications, and to verify that the quality of work is equal to or better than industry standards. Duties of the Construction Manager/Inspector will include the following:

- Review of Initial and Updated Schedules
- Coordinate Project Start-Up
- Monitor Construction Progress
- Monitor Conformance with the Contract Documents
- Prepare Daily Construction Reports and Photographs
- Attend Construction Meetings
- Review Progress Pay Estimate – Provide Recommendations for Payment
- Collect Certified Payrolls from the Contractor and submit to the Project Manager
- Review Contractor Construction Change Order Requests
- Schedule Compaction and Material Testing
- Prepare a Punch List and Follow It to Completion
- Schedule Special Inspections as required
- Maintain As-Built Drawings for the Project – Verify Contractor As-Built Drawings
- Prepare Project Close-Out Documents, including Project Final Report

### **Response to Requests for Information**

All requests for information will be forwarded to the City's Project Manager. Response to issues pertaining solely to construction activities will generally be addressed by the Construction Manager/Inspector in consultation with the City. Issues pertaining to project design will be forwarded to the Project's Design Engineer for review and response.

### **Change Orders**

Potential change orders will be brought to the immediate attention of the City by the Construction Manager/Inspector. Change order proposals will be received by the Construction Manager/Inspector, and will be reviewed for merit and reasonableness of cost. If determined to be appropriate, the change order will be forwarded to the City for review and comment. Change orders approved by the City will be processed by the City's Project Manager, with the appropriate direction provided to the Contractor. The Construction Manager/Inspector will not authorize work by the Contractor without prior written approval by the City.



### **Daily Inspection Reports**

The Construction Manager/Inspector will maintain daily inspection reports of the construction activities. The reports will summarize: Contractor manpower and equipment on site; weather conditions; details of completed work witnessed while on site; directives given to the Contractor; and all construction issues which may have been identified.

Daily reports will be submitted to the City every month, along with a written and photographic summary of the construction progress.

### **Photos and Details**

A photo log, with captions, will be maintained and provided to the City monthly, and at the completion of the project. Electronic files of the photos will also be furnished to the City.

### **Shop Drawing Review**

All shop drawing submittals will be reviewed by the Design Engineer and Project Manager for completeness and conformity with the contract requirements for shop drawing submittals.

### **Materials Testing**

Compaction testing services will be provided by the City. The City uses Southwest Inspection and Testing, Inc. out of La Habra. Compaction testing will be ordered by the Construction Manager/Inspector to verify that trench backfill, structure subgrade, pavement subgrade, and pavement installation, meet the requirements of the Contract Documents.



# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## NEW BUSINESS

Street Light Construction at 13833 Freeway Drive, Marquardt Avenue and Mica Street (Golden Springs Development Company) – Authorization to Advertise Request for Bids

### RECOMMENDATION

That the City Council take the following actions:

1. Approve the Request for Bids; and
2. Authorize the City Engineer to advertise for construction bids.

### BACKGROUND

In conjunction with the widening of the I-5 Freeway by Caltrans and the subsequent relocation of the adjacent frontage road, Freeway Drive, modifications were made to some of the buildings located at 13833 Freeway Drive, fronting the Golden Springs Development Company site. The Conditions of Approval for the subject parcel map require the property owner to install street lighting along the Freeway Drive, Marquardt Avenue and Mica Street frontage of the site.

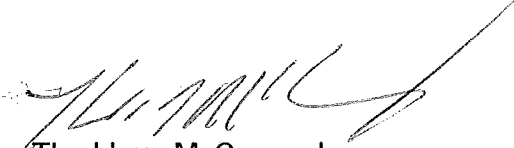
The project plans and bid documents are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval of the Request for Bids. A copy of the plans and bid documents are on file with the City Clerk and is available for public review.

### FISCAL IMPACT

The installation of the street lights is fully funded by the owner of the Golden Springs Development Company site and there is no requirement for a City match. There will be additional energy and maintenance costs to the City associated with the installation of eighteen (18) street lights.

### INFRASTRUCTURE IMPACT

The project will result in the improvement of light levels for motorists and pedestrians that drive and walk along this section of Freeway Drive, Marquardt Avenue and Mica Street.

  
Thaddeus McCormack  
City Manager

Attachment:  
None

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

Date of Report: March 18, 2014



**NEW BUSINESS**

Request to Revise and Eliminate Certain Conditions of Approval for Tentative Parcel Map Case No. 64981

Request to revise Condition No. 16 and eliminate Condition Nos. 17 and 18 of Tentative Parcel Map Case No. 64981, both conditions of which are related to the maintenance of common areas and the funding mechanism for said maintenance, on the seven (7) industrial condominium units on the 3.655-acre parcel developed with four (4) industrial buildings, addressed 13567-13569, 13571-13573, 13575-13577 and 13579 Larwin Circle, in the M-2 Heavy Manufacturing Zone.  
(Jason Korengold for Turner Real Estate Investments)

**RECOMMENDATIONS**

That the City Council:

1. Approve the applicant's request to revise Condition No 16 and eliminate Condition Nos. 17 and 18 of Tentative Parcel Map No. 64981; and
2. Authorize the Director of Planning to initiate the process to refund \$35,037 to Turner Real Estate Investment.

**BACKGROUND/DESCRIPTION OF REQUEST**

The 3.655-acre parcel is developed with four industrial buildings addressed as 13567-13569, 13571-13573, 13575-13577, and 13579 Larwin Circle and ranging in size from 6,856 sq ft to 13, 841 sq ft. The four-building development was originally approved as Development Plan Approval Case No. 448 by the Planning Commission and Redevelopment Agency at their respective meetings of April 14, 1986 and April 24, 1986. Three of the four buildings are divisible into two units each.

On February 14, 2006, the Planning Commission approved Tentative Parcel Map Case No. 64981, a request by Milco Development, Inc, to create a subdivision of seven (7) separate units for condominium purposes on the subject property (see Table 1, labeled Subdivision Table.) The industrial condominium subdivision would allow the owner to sell the created units individually, similar to a residential condominium ownership whereby the individual owner(s) own their individual unit and a proportionate share of the common areas (i.e. parking, landscaping, driveway, etc.) The subdivision did not include new construction.

The property, pre and post subdivision, would look exactly the same. The only difference would be that the units could now be individually owned. The division was air space only and controlled by an association with Covenants, Conditions, and Restrictions (CC&R's) governing access, designation of parking and signage rights, common areas improvement, and maintenance, etc.

**Table 1**  
**Subdivision Table**

<b>Building No.</b>	<b>ADDRESS</b>	<b>BUILDING AREA (SQ FT)</b>	<b>UNITS CREATED</b>
Building No. 1	13567	9,935	
Building No. 1	13569	8,813	2
Building No. 2	13571	6,856	2
Building No. 2	13573	13,841	
Building No. 3	13575	11,460	2
Building No. 3	13577	10,637	
Building No. 4	13579	9,028	1
<b>Total Buildings: 4</b>		<b>Total Bldg Area: 70,570 sq ft</b>	<b>Total Units: 7</b>

At the time that the tentative map was approved by the Planning Commission and the final map was approved by the City Council, it was only the third such industrial condominium approved in the City. The first, Tentative Parcel Map No. 26722, was approved in 2002. It was a subdivision of one (1) parcel that was developed with ten (10) buildings, into eleven parcels, with one parcel created for each building and the eleventh parcel being the common area. In concept, with this new subdivision, the ownership could change from one entity to ten (10) different entities. The City's concern at the time was that in the event of property maintenance or other issues on the property it would be easier to resolve such issues with one ownership as opposed to multiple ownerships. The Subdivision Map Act, however, allows for industrial condominiums; therefore, to address the City's concerns the owner was required, as a condition of approval, to deposit with the City, an amount equivalent to \$.50/square foot of the gross building area on the property. *This money allowed the City under the CC&Rs, after giving reasonable notice and opportunity to cure, to enter and perform maintenance and/or replacement of improvements, and to be reimbursed for all expense, from the deposit.* For the subject property, the amount deposited with the City was \$35,037 (Check#17597.)

The conditions addressing the deposit and maintenance were conditions of approval numbers 16, 17 and 18.

**Condition of Approval No. 16:**

That the CC&Rs shall provide for maintenance of common areas at the highest of standards for industrial/office parks in Southern California region and shall provide for timely replacement of common area improvements. The CC&Rs shall also provide for collection/assessment of adequate funds to provide maintenance at this level and to fund a reserve for replacement of common area improvements with a minimum balance at all times of not less than \$.50/square foot of improved building area in the complex, initially funded by existing reserves for replacements maintained by the

owner/developer, and supplemented by amounts equal to \$.50/square foot set aside upon sale of each building in the complex.

**Condition of Approval No. 17:**

That prior to approval of the final map, the owner/developer or the Owners' Association shall secure performance of the obligation to maintain common areas and replace common area improvements with a cash deposit, an irrevocable letter of credit in favor of the City issued by a bank or other financial institution in a form and substance acceptable to the City, or an equivalent form of security approved by the City Attorney in the amount of \$35,285 [equal to \$.50/square foot of gross building area on the property (70,570 sq ft.)] The City shall have the right under the CC&Rs, after reasonable notice and opportunity to cure, to enter and perform maintenance and/or replacement of improvements and to be reimbursed for the expense thereof, including compensation for the time of staff involved in such cure, from the deposit. Said deposit shall be maintained in perpetuity, and, in the event of a draw upon the deposit, shall be replenished by the Owners' Association. The CC&Rs shall provide an adequate mechanism to enable the City to secure such replenishment. In the event that the security is posted by Letter of Credit, the Owners' Association shall provide the City with a renewal or new Letter of Credit within 30 days prior to the expiration of any existing Letter of Credit. If the Association fails to do so, the City may demand payment in full of the principal amount of the Letter of Credit.

**Condition of Approval No. 18:**

That the CC&Rs shall provide a mechanism to provide additional monies to make common area improvements if the deposit required by the City is insufficient.

**Description of Request:**

On January 8, 2014, Staff received a letter from Jason Y. Korengold, Director of Acquisition for Turner Real Estate Investments. According to the letter, on November 5, 2013, Turner Real Estate Investments closed on the business park and they would like to proceed with revising the in-place-conditions of approval for TPM 64981 to remove Condition No. 17 and be reimbursed the approximate \$35,037 deposit on file with the City.

NOTE: Because Condition of Approval Nos. 17 and 18 are related to Condition No. 16, Staff determined that it would be appropriate to eliminate Condition Nos. 17 and 18.

**Findings in Support of Applicant's Request:**

1. The applicant has hired Pacific West (<http://www.pacificwest.cc/>), a professional property and association management company whose sole responsibility is to manage the existing tenants on their behalf and to maintain all facets of exterior maintenance of the business park. As associate manager, Pacific West will

manage the association and collect monthly reserves from each owner for the purpose of exterior repair, replace and/or maintenance of the business park.

2. As units are sold and new owners are members of the association, those members, including Turner, for as long as they own a unit, will contribute monthly to an account that will reserve for any exterior rehabilitation that is required. The maintenance responsibility and standards are within the existing CC&Rs and will be kept if they are modified.
3. Turner has contracted with several vendors to immediately perform the following work:
  - Hired Art-Thane Foam Products to install a new roof on all units that includes a 10-year warranty (completed)
  - Remove existing skylights and replace with new (completed)
  - Clean all storefronts and paint the exterior of all buildings (completed)
  - Perform landscape rehabilitation to include new plants, tree trim, and additional foliage (completed)
  - Repair and replace HVAC units as necessary (repaired and replaced))
  - Reserve for new slurry coat and striping of the parking lot within the next 13 months (completed)
4. Staff started collecting the maintenance deposit in 2003 with Tentative Parcel Map (TPM) 26722. Deposits were collected for TPMs 66355 and 64981 in 2006, TPMs 66605 and 63676 in 2007, and TPM 69682 in 2008. Since 2007, Staff has not processed another industrial condominium. Notwithstanding, to date, 14 years since Staff required the initial common area maintenance deposit, there has never been a need to draw upon said deposit. Additionally, all deposits collected are maintained by the City in an account that does not draw interest. Moreover, use of the deposit is limited to, when applicable, common area maintenance.
5. By definition, in condominium developments whether industrial, commercial, or residential, everything is owned in common except the air space of the individual units and any improvements to that air space. Common areas in condominium developments generally include the following: (1) the lot, i.e., the dirt the development sits on; (2) the buildings (the entire physical structure) plumbing lines; (3) heating and air conditioning systems; (4) electrical systems; (5) windows; (6) roofs; (7) hallways and stairs; (8) elevators; (9) swimming pools; (10) tennis courts; (11) carports; (12) parking lots; and (13) landscaping.

Condominium developments have covenants, conditions, and restrictions (CC&Rs) that dictate how the homeowners association operates and what rules the owners and their tenants and guests must obey. They also contain assessments, also known as monthly dues, for day-to-day operations and long

term maintenance reserve, including, but not limited to major common area repair, replacement, or new construction, or for a one-time, unanticipated expense (e.g., to repair fire damage) which cannot be covered by the regular monthly dues. When you buy into a condominium development, the CC&Rs are not optional.

**Summary:**

Staff visited the property and found that it is well maintained. Based on the inspection and the reasons enumerated above, Staff is in support of the request to revise Condition No. 16 and eliminate Condition Nos. 17 and 18 of Tentative Parcel Map Case No. 64981. Approval of the request will not result in detriment to persons or property in the immediate vicinity and will not adversely affect the City in general.

**Proposed Revision to Condition of Approval No. 16:**

That the CC&Rs shall provide for maintenance of common areas at the highest of standards for industrial/office parks in Southern California region and shall provide for timely replacement of common area improvements. The CC&Rs shall also provide for collection/assessment of adequate funds to provide maintenance at this level and to fund a reserve for replacement of common area improvements. ~~with a minimum balance at all times of not less than \$.50/square foot of improved building area in the complex, initially funded by existing reserves for replacements maintained by the owner/developer, and supplemented by amounts equal to \$.50/square foot set aside upon sale of each building in the complex.~~

**Condition of Approval No. 17:**

~~That prior to approval of the final map, the owner/developer or the Owners' Association shall secure performance of the obligation to maintain common areas and replace common area improvements with a cash deposit, an irrevocable letter of credit in favor of the City issued by a bank or other financial institution in a form and substance acceptable to the City, or an equivalent form of security approved by the City Attorney in the amount of \$35,285.00 [equal to \$.50/square foot of gross building area on the property (70,570 sq. ft.)]. The City shall have the right under the CC&Rs, after reasonable notice and opportunity to cure, to enter and perform maintenance and/or replacement of improvements and to be reimbursed for the expense thereof, including compensation for the time of staff involved in such cure, from the deposit. Said deposit shall be maintained in perpetuity, and, in the event of a draw upon the deposit, shall be replenished by the Owners' Association. The CC&Rs shall provide an adequate mechanism to enable the City to secure such replenishment. In the event that the security is posted by Letter of Credit, the Owners' Association shall provide the City with a renewal or new Letter of Credit within 30 days prior to the expiration of any existing Letter of Credit. If~~

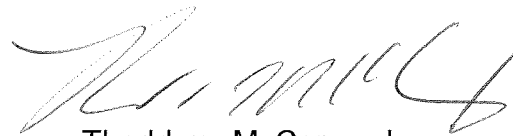
~~the Association fails to do so, the City may demand payment in full of the principal amount of the Letter of Credit.~~

**Condition of Approval No. 18:**

~~That the CC&Rs shall provide a mechanism to provide additional monies to make common area improvements if the deposit required by the City is insufficient.~~

**FISCAL IMPACT:**

Since the initial deposit was placed in a non-interest bearing deposit account, there will be no fiscal impact to the budget when the money is refunded. There are, however, six other such deposits that are currently being maintained by the City and although not all of the property owners have requested a refund, if they all did, the total dollar amount to be refunded would be approximately \$360,000.



Thaddeus McCormack  
City Manager

**Attachments:**

Location Map - Aerial Photograph  
Original Conditions of Approval-TPM 64981  
Applicant's Request Letter





13567-13579 Larwin Circle  
**CITY OF SANTA FE SPRINGS**  
**AERIAL PHOTOGRAPH**  
**TENTATIVE PARCEL MAP NO. 64981**

Proposal: Convert the existing four buildings into seven  
condominium units

**ORIGINAL CONDITIONS OF APPROVAL-TENTATIVE PARCEL MAP NO. 64981****ENGINEERING/PUBLIC WORKS DEPARTMENT:****(Contact: Tom Lopez 562.868-0511 x7342)**

1. That the owner shall execute an affidavit agreeing to the addition of a cost-of-living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County and will not exceed 3% per year.
2. That the owner shall execute an affidavit agreeing to participate in a future street maintenance district or other type of benefit assessment district to slurry seal, resurface and reconstruct the street frontage on regular intervals (5-year, 10-year and 20-year intervals, respectively, as determined by the City Engineer). The owner shall retain the right to challenge the costs and method of spreading future assessments.
3. That adequate "on-site" parking shall continue to be provided per City requirements, and streets abutting the development shall be posted "No Stopping Any Time." The City will cause the offsite signs to be installed. The owner shall pay the actual cost of sign installation.
4. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer.
5. All existing buildings shall have separate water meters and individual sanitary sewer laterals.
6. That the owner/developer shall obtain a Storm Drain Connection Permit for any new or existing connection to the storm drain system.
7. Final parcel map checking of \$4,150 plus \$275 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
8. The owner/developer shall provide at no cost to the City, one Mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.
9. A Reciprocal Access Easement Agreement covering each parcel of the subject map shall be prepared, executed and recorded in the Office of the Los Angeles County Recorder. Such Agreement and any CC&R's shall be subject to the approval of the City Attorney.

**FIRE DEPARTMENT – FIRE PREVENTION DIVISION:****(Contact: Bil Murphy 562.868-0511 x3703)**

10. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department. Existing cross fencing, if any, shall be removed prior to Final Map approval.
11. That the standard aisle width for onsite emergency vehicle maneuvering shall be 26 feet with a minimum clear height of 13 feet 6 inches. Internal driveways shall have a turning radius of not less than 52 feet. The final location and design of this 26 feet shall be subject to the approval of the City's Fire Chief as established by the Uniform Fire Code. A request to provide emergency vehicle aisle width less than 26 feet shall be considered upon the installation/provision of mitigation improvements approved by the City's Fire Chief.
12. That owner/developer shall install Knox boxes or Knox key switches on all buildings prior to Final Map approval.

**POLICE SERVICES DEPARTMENT:****(Contact: Fernando Tarin 562.848-0511 x3301)**

13. That the owner/developer shall submit and obtain approval of a proposed lighting (photometric) and security plan for the property from the Police Services Department of the City. The photometric plan shall be designed to provide adequate lighting (minimum of 2 foot candle power) throughout the subject property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance. If an existing lighting plan exists, the plan shall be re-submitted to the Department of Police Services for review to ensure that adequate lighting still exists throughout the subject property and that no exterior lighting transmits light or glare onto adjoining properties.
14. That the owner/developer shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. Emergency information shall allow emergency service to reach the owner/developer or their representative at any time, 24 hours a day.
15. That in order to facilitate the removal of unauthorized vehicles parked on the property, the owner/developer shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of vehicles and indicate that vehicles will be removed at the vehicle owner's expense and that a citation may be issued for the violation.

The sign shall also contain the telephone number of the local law enforcement agency. The lettering within the sign shall not be less than one inch in height.

**PLANNING AND DEVELOPMENT DEPARTMENT:**  
**(Contact: Wayne M. Morrell 562.868-0511 x7362)**

16. That the CC&Rs shall provide for maintenance of common areas at the highest of standards for industrial/office parks in Southern California region and shall provide for timely replacement of common area improvements. The CC&Rs shall also provide for collection/assessment of adequate funds to provide maintenance at this level and to fund a reserve for replacement of common area improvements with a minimum balance at all times of not less than \$.50/square foot of improved building area in the complex, initially funded by existing reserves for replacements maintained by the owner/developer, and supplemented by amounts equal to \$.50/square foot set aside upon sale of each building in the complex.
17. That prior to approval of the final map, the owner/developer or the Owners' Association shall secure performance of the obligation to maintain common areas and replace common area improvements with a cash deposit, an irrevocable letter of credit in favor of the City issued by a bank or other financial institution in a form and substance acceptable to the City, or an equivalent form of security approved by the City Attorney in the amount of \$35,285.00 [equal to \$.50/square foot of gross building area on the property (70,570 sq ft)]. The City shall have the right under the CC&Rs, after reasonable notice and opportunity to cure, to enter and perform maintenance and/or replacement of improvements and to be reimbursed for the expense thereof, including compensation for the time of staff involved in such cure, from the deposit. Said deposit shall be maintained in perpetuity, and, in the event of a draw upon the deposit, shall be replenished by the Owners' Association. The CC&Rs shall provide an adequate mechanism to enable the City to secure such replenishment. In the event that the security is posted by Letter of Credit, the Owners' Association shall provide the City with a renewal or new Letter of Credit within 30 days prior to the expiration of any existing Letter of Credit. If the Association fails to do so, the City may demand payment in full of the principal amount of the Letter of Credit.
18. That the CC&Rs shall provide a mechanism to provide additional monies to make common area improvements if the deposit required by the City is insufficient.
19. That the CC&Rs shall provide language to prohibit all outdoor storage activities. No portion of the required off-street parking area shall be used for outdoor storage of any type or for special-event activities. The existing storage

occurring within the required parking spaces of 13571 and 13573 Larwin Circle shall be removed within 30 days from the date of approval by the Planning Commission of Tentative Parcel Map No. 64981. The City shall not process the Final Map until all outdoor storage activities have ceased.

20. That the CC&Rs and other Agreements governing the common area shall be subject to the approval of the City Attorney, and the owner/developer shall pay all City costs in reviewing, modifying, and approving the CC&Rs, Agreements and related documents.
21. That the owner/developer shall comply with Public Resource Code, Section 42900 et seq. (California Solid Waste Reuse and Recycling Access Act of 1991) as amended, which requires each development project to provide adequate storage area for the collection/storage and removal of recyclable and green waste materials.
22. That all vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. Off-site parking is not permitted and may result in the restriction or revocation of privileges granted under this Permit. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
23. That all future fences, walls, gates and similar improvements for the development shall be subject to the approval of the Fire Department and the Department of Planning and Development.
24. That the Department of Planning and Development shall review and approve all new sign proposals for the development. The sign proposal (plan) shall include a site plan, building elevation on which the sign will be located, size, style and color of the proposed sign. All drawings shall be properly dimensioned and drawn to scale on 24" x 26" maximum-size paper. All signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
25. That approved suite numbers/letters or address numbers shall be placed on the proposed condo units in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
26. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development. All trash receptacles shall be kept inside the trash enclosures at all times.

27. That the owner/developer shall not allow commercial vehicles, trucks and/or truck tractors to cue on Larwin Circle or use Larwin Circle as a staging area or to backup into the subject property.
28. That prior to occupancy, all new tenants/occupants/owners shall submit a BOTC (Business Operations Tax Certificate) application to Department of Planning and Finance Departments for consideration. Concurrently, a Statement of Intended Use form shall also be submitted to the Building Division and Fire Department for their respective approval.
29. That the existing development shall remain in accordance with the plot plan submitted by the owner and on file with the case.
30. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
31. Currently, the County of Los Angeles Department of Public Works is utilizing a computerized system to update and digitize the countywide land use base. If the parcel map is prepared using a computerized drafting system, it is recommended that the owner/developer's engineer submit a map in digital graphic format with the final Mylar map to the County of Los Angeles Department of Public Works for recordation and to the City of Santa Fe Springs Department of Public Works for incorporation into its GIS land use map. The City of Santa Fe Springs GIS Coordinate System shall be used for the digital file.
32. That Tentative Parcel Map No. 64981 shall expire 24 months after Planning Commission approval, on February 14, 2008, except as provided under the provisions of California Government Code Section 66452.6. During this time period the final map shall be presented to the City of Santa Fe Springs for approval. The subdivision proposed by Tentative Parcel Map No. 64981 shall not be effective until such time that a final map is recorded.
33. That Tentative Parcel Map Case No. 64981 shall not be effective for any purpose until the owner/developer has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and accepts all of the required conditions of approval.
34. That as a condition for approval for Tentative Parcel Map No. 64981, the "Milco Development, Inc.," agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set

aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning the subdivision when action is brought within the time period provided for in Government Code, Section 66499.37. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding the City shall promptly notify Subdivider of such claim, action or proceeding and shall cooperate fully in the defense thereof.

35. It is hereby declare to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse.



January 8, 2014

Wayne M. Morrell, Director of Planning  
City of Santa Fe Springs, Department of Planning  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

RE: Revise Condition of Approval for TPM #64981 (Condition #17)

Dear Mr. Morrell,

On November 5, 2013, we closed on Milco Business Park (13567-13579 Larwin Circle) and would like to proceed with revising the in-place conditions of approval for TPM #64981 to remove condition #17 and be reimbursed the approximate \$35,037.00 deposit on file with the City of Santa Fe Springs.

We have hired Pacific West (<http://www.pacificwest.cc/>), a professional property and association management company whose sole responsibility is to manage the existing tenants on our behalf as well as maintain all facets of exterior maintenance of the business park. As association manager, Pacific West will manage the association and collect monthly reserves from each owner that will be for the purpose of exterior repair, replace and/or maintenance of the business park.

In addition to hiring Pacific West, we have contracted several vendors to immediately perform the following:

- Hired Ari-Thane Foam Products to install a new roof on all units that includes a 10 year warranty
- Remove existing skylights and replace with new
- Clean all store fronts and paint the exterior of all the buildings
- Perform landscape rehab to include new plants, tree trim, and additional foliage
- Repair and replace HVAC units as necessary
- Reserve for new slurry coat and striping of the parking lot within the next 12 months

As units are sold and new owners are members of the association, those members, including Turner for as long as we own a unit, will contribute monthly to an account that will reserve for any exterior rehab that is required. Maintenance responsibility and standards are within the existing CC&R's and will be kept if they are modified.

Please let me know how to proceed with this process, and if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Jason Y. Korengold".

Jason Y. Korengold  
Director of Acquisitions

1500 Quail Street, Suite 150 • Newport Beach, CA 92660-2750 • 949.955.9131 • 949.955.1328 F | [TurnerREI.com](http://TurnerREI.com)

03-06-14 10:04:54

CHECK 853.00





# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## **NEW BUSINESS**

Award Bid to George Chevrolet for the Purchase of One (1) 2015 Chevrolet Tahoe

### **RECOMMENDATION**

That the City Council Award a bid to George Chevrolet for the purchase of one (1) 2015 Chevrolet Tahoe in the amount of \$36,410.39.

### **BACKGROUND**

Replacement vehicles are budgeted annually for vehicles that have reached the end of their mileage and/or service use lifecycle. The City Council approved in the FY 2013/14 Budget for the replacement of one (1) Chevrolet Tahoe to be used as a command vehicle by the Fire-Rescue Department.

The Director of Purchasing Services requests approval to award a bid to George Chevrolet based on the below received bid for one (1) Chevrolet Tahoe. Bid amounts include all taxes and fees.

### **VENDOR**

George Chevrolet  
Wondries Fleet Group  
Chevrolet of Montebello

### **BID AMOUNT**

\$36,410.39  
\$36,644.74  
\$37,243.37

### **FISCAL IMPACT**

The City Council approved \$39,000 in the FY 2013-14 Budget for the acquisition of this vehicle.

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

Thaddeus McCormack  
City Manager

### **Attachment:**

George Chevrolet Bid



Qty.

Description

1

2015 Chevrolet Tahoe LS

<input checked="" type="checkbox"/> Tahoe LS	AS SPECIFIED
<input checked="" type="checkbox"/> Gasoline V8>5.3L AQMD Certified LEV	" "
<input checked="" type="checkbox"/> Single Rear Wheel	" "
<input checked="" type="checkbox"/> 116" Wheelbase	" "
<input checked="" type="checkbox"/> 6-Spd. Automatic transmission	" "
<input checked="" type="checkbox"/> Power Brakes with 4-Wheel ABS	" "
<input checked="" type="checkbox"/> Air Conditioning	" "
<input checked="" type="checkbox"/> Power Windows, Door Locks & Seat (Driver)	" "
<input checked="" type="checkbox"/> Heated Power Mirrors	HEATED, POWER ADJUSTABLE
<input checked="" type="checkbox"/> Bluetooth	AS SPECIFIED
<input checked="" type="checkbox"/> Navigation (If Available) AFTERMARKET APPROX. - \$1400 <sup>00</sup>	N/A N/A LS
<input checked="" type="checkbox"/> 18" x 8.5" Aluminum Wheels w/ Full-Size Spare (P265/65R18)	AS SPECIFIED, STEEL SPARE WHEEL
<input checked="" type="checkbox"/> Driver & Passenger Air Bags	AS SPECIFIED
<input checked="" type="checkbox"/> Cloth Black Interior	" "
<input checked="" type="checkbox"/> Heavy Duty Alternator	150 AMP
<input checked="" type="checkbox"/> Trailer Hitch (Class III)	AS SPECIFIED
<input checked="" type="checkbox"/> Carpeted Floor Covering and Mats	" "
<input checked="" type="checkbox"/> (50U) Summit White Paint	" "

CONTINUED ON NEXT PAGE



# City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • [www.santafesprings.org](http://www.santafesprings.org)

## OPTIONS TO BE CONSIDERED

*Note Exceptions below*

Extended Warranty – GM Basic Guard

7 Yr. 75,000 Miles \$200 Deductible

Cost: N/B

(1) Lot of three (3) Spare Keys to Open and

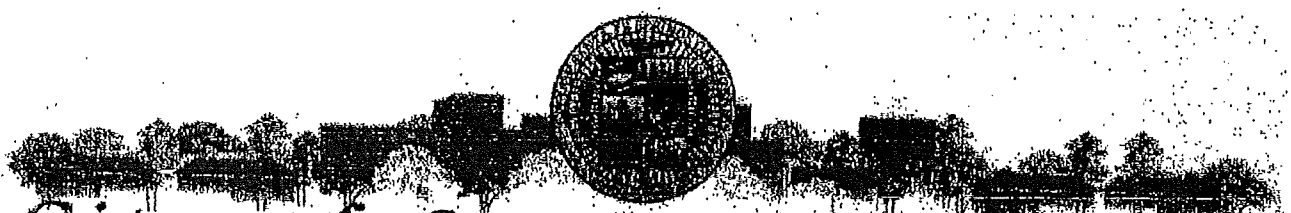
Start above Vehicle – No FOB needed

Cost: \$195 + tax = \$212.55

---

VEHICLE BASE COST	\$ <u>33,121.00</u>
TAXABLE FEES	\$ <u>80.00</u> DOC FEE
NON-TAXABLE FEES	\$ <u>8.75</u> TIRE FEE
TAXES 9.0%	\$ <u>2,988.09</u>
TOTAL COST Less Options	\$ <u>36,197.84</u>
KEYS INCL. TX	<u>212.55</u>
TOTAL	<u>36,410.39</u>

CONTINUED ON NEXT PAGE



# City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • [www.santafesprings.org](http://www.santafesprings.org)

Any Specification questions can be directed to  
Tim Rodriguez -Fleet Operations Supervisor (562) 868-0511 x-3620

You may attach any documents you wish to this form.

COMPANY GEORGE CHEVROLET PHONE 562/925-2500  
ADDRESS 17000 LAKEWOOD BLVD FAX 562/925-3426  
CITY BELLFLOWER ZIP 90706 TERMS NET 30 DAYS  
SIGNATURE [Signature] DELIVERY (ARO) 4-6 WEEKS  
MIKE O'HARE - FLEET SALES DATE 3-3-14  
PRINT NAME AND TITLE OF SIGNATURE

TERMS: The City of Santa Fe Springs reserves the right to reject any or all bids, or to accept separate items in bid unless this right is conditioned by the bidder. All prices must be F.O.B. Destination



# *City of Santa Fe Springs*

City Council Meeting

March 27, 2014

## **NEW BUSINESS**

Request for Approval of a Recyclable Materials Dealer Permit for SCOR INDUSTRIES (Jorge Orozco, Applicant)

### **RECOMMENDATION**

That the City Council approve the issuance of Recyclable Materials Dealer Permit No. 29 to SCOR INDUSTRIES subject to the conditions of approval as contained within this report.

### **BACKGROUND**

City Ordinance No. 892 approved by the City Council on April 22, 1999, added Chapter 119 to the City Code which provides that all persons engaged in the business of purchasing or collecting recyclable materials, as defined in Section 119.01, within the city must first obtain from the City Council a permit as a "Recyclable Materials Dealer."

In accordance with Section 119.02, the applicant, Jorge Orozco of SCOR INDUSTRIES, based in the City of Bloomington, has applied for a Recyclable Materials Dealers Permit in order to collect recyclable material within the City limits, particularly construction and demolition debris. The materials will then be transported to a recycling facility located in the City of Bloomington.

### **STAFF CONSIDERATIONS**

As part of the permit process, as is typical in all similar recycling permit requests, staff conducted a review of the Applicant's request for a Recyclable Materials Dealers Permit. Based on the information provided, it is staff's opinion that if the recycling activity is conducted in accordance with the conditions of approval contained within this report, then the recycling activity will not pose a risk or nuisance to the public.

Consequently, staff is recommending approval of the Recyclable Materials Dealer Permit as requested by the applicant subject to the conditions of approval set forth herein.

### **RECYCLABLE MATERIALS HAULING-PURCHASE OF MATERIAL**

Section 119.05, regarding the purchasing and hauling of recyclable materials, states the following:

"Permitted recyclable materials dealers shall be allowed to purchase and haul recyclable materials, as defined under Section 119.01, from any business location within the city, provided not less than 90% of the materials removed is recycled, reused, or taken to a certified recycling center, except in the case of construction debris, where the requirements shall be 75% recyclable."

**CONDITIONS OF APPROVAL**

1. That, in accordance with Section 119.09 of the City Code, the applicant understands that the Recyclable Materials Dealer Permit shall not be assigned or otherwise transferred without the prior written approval of the City Council. Any transfer or assignment made without such approval shall be treated as null and void.
2. That the applicant will be required to complete the City's tracking form that will: 1). confirm the amount of recyclable material being recycled from the City; 2). indicate any charges to customers; and 3). include any payments due to the City. This tracking form will be submitted to the City on a monthly basis unless no fees for service are collected under which circumstances the form will be submitted quarterly. Failure to submit the required tracking form may result in the permit being null and void.
3. That the applicant shall obtain and maintain a current Santa Fe Springs Business License Tax Certificate, commonly known as a business license. This license can be obtained through the Finance Department, City Hall, 11710 Telegraph Road. Business Licensing is required annually beginning July 1 of each year.
4. That the applicant does not collect, haul, or purchase recycled material, as defined under Section 119.01, from any business location within the City, containing less than 90% materials that will be recycled, reused, or taken to a certified recycling center, except in the case of construction debris, where the requirement shall be 75% recyclable material.
5. That the applicant agrees to abide by all requirements in Chapter 119 of the City Code.
6. That vehicles used in conjunction with the recycling operation shall not be stored or parked in the R-1, Single Family Residential Zone, within the City limits.
7. That all equipment used in the collection of recyclable materials shall conform to the highest industry standards, shall be maintained in a clean and efficient condition, and shall comply with all measures and procedures promulgated by all agencies with jurisdiction.
8. That any vehicles used in conjunction with the recycling operation must be inspected by the City Department of Public Works and Department of Police Services on an annual basis. Contact Margarita Munoz, Department of Police Services at (562) 409-1850 to arrange for vehicle inspections.
9. That all vehicles used by a Recyclable Materials Dealer shall be maintained in compliance with all applicable State and local laws, and shall abide by and/or provide the following:

- a. The name of the dealer or firm name, together with the phone number of the company, shall be printed or painted in legible letters, not less than three inches in height, on both sides of all trucks and conveyances used to collect or transport recyclable materials within the city;
  - b. Each vehicle shall be constructed and used so that no material will block, fall, or leak out of the vehicle. Any material dropped or spilled in collection or transfer shall immediately be cleaned up by the operator. A broom, shovel, and spill kit shall be carried at all times on each vehicle for this purpose; and
  - c. Should the City Manager, or designee, at any time give notification in writing to a permittee that any vehicle does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the City and shall not be used again until approved in writing by the City manager, or designee.
10. All equipment used to collect recyclable materials, including vehicles and containers, shall be kept free of graffiti. Vehicles containing graffiti shall not be used within the City limits until the graffiti is fully removed or properly painted over.
  11. That the vehicles used in picking up recycling goods shall be clearly marked with the company name. Should the Applicant sub-contract the pick-up services, written approval shall first be obtained by the Director of Police Services.
  12. That the recycling bins shall not be located within required parking, loading, or driveway areas.
  13. That the recycling bins shall be located in an area where they will not be visible from the street; alternatively, an enclosure may be constructed to help screen the recycling bins. Construction of a recycling enclosure will require review and approval by the Planning Department.
  14. That the applicant shall not allow their vehicles/trucks to queue on the streets, use streets as a waiting area, or to backup onto the street from the subject property.
  15. That the pickup of recycling goods shall not be performed within the residential areas between the hours of 7 p.m. and 7a.m. the day thereafter.
  16. That all company drivers shall be fully licensed with the appropriate classification as required by the California Department of Motor Vehicles.
  17. That in the event the owner(s) intend to sell, lease, or sublease the subject business operation or transfer the subject permit to another owner/applicant or licensee, both the City Manager and Director of Police Services shall be notified

in writing of said intention not less than 60 (sixty) days prior to signing of the agreement to sell, lease or sublease.

18. It is hereby declared to the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated the permit shall be subject to the revocation process.
19. That all recycling activities shall comply with Section 155.420 of the City's Zoning Ordinance regarding the generation of objectionable odors. If there is a violation of this aforementioned Section, the property owner/applicant shall take whatever measures necessary to eliminate the objectionable odors from the operation in a timely manner.
20. That the applicant shall comply with all of the Federal, State, and local regulations, ordinances, and reporting requirements pertaining to recycling operations.
21. That the Director of Police Services, at his discretion, shall have the authority to include additional conditions of approval that he may deem necessary, prior to the termination of the licensing period.
22. That Recyclable Dealer Permit No. 29 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
23. That this permit be valid through June 30, 2014, at which time the applicant shall request an annual extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
24. That failure to comply with the foregoing conditions of approval shall be cause for procedures to suspend and/or revoke this permit.



Thaddeus McCormack  
City Manager

Attachment:  
Application



# City of Santa Fe Springs

11710 Telegraph Rd., Santa Fe Springs, CA 90670-3679

(562) 868-0511 Fax (562) 868-7112 www.santafesprings.org

Office use only	
Date Applied:	2/13/14
Certificate No.:	#29

## Recycling Permit Application

Recycler Information			
Applicant Name & Title:	Torge Orozco		
Business Address:	Scar Industries		
Mailing Address (if Different):	2321 S. Willow Ave Bloomington, CA		
Business Phone:	(909) 820-5046	Business Fax:	909-820-5046
Email Address	Cesar@Scarindustries.com	Jessey@ScarIndustries.com	

Materials to be Recycled & Estimated Monthly Weight to be Hauled - in Tons			
<b>Construction &amp; Demolition</b>	<b>Tons/Months</b>	<b>Glass</b>	<b>Tons/Months</b>
<input type="checkbox"/> Brick		<input type="checkbox"/> Beverage Containers (w/CRV)	
<input checked="" type="checkbox"/> Concrete	29	<input type="checkbox"/> Crushed	
<input type="checkbox"/> Dirt		<input type="checkbox"/> Other Beverage Containers	
<input type="checkbox"/> Granite		<input type="checkbox"/> Panels	
<input type="checkbox"/> Gravel		<input type="checkbox"/> Other Glass	
<input type="checkbox"/> Pavement/Asphalt		<b>Paper</b>	<b>Tons/Months</b>
<input type="checkbox"/> Sand		<input checked="" type="checkbox"/> Cardboard	6806
<b>Metal</b>	<b>Tons/Months</b>	<input type="checkbox"/> Computer Paper	
<input type="checkbox"/> Aluminum Cans		<input type="checkbox"/> Newspaper	
<input type="checkbox"/> Ferrous Metals		<input type="checkbox"/> Office Paper	
<input type="checkbox"/> Non-Ferrous Metals		<input type="checkbox"/> Telephone Books	
<input checked="" type="checkbox"/> Scrap Metals	50	<b>Plastic</b>	<b>Tons/Months</b>
<input type="checkbox"/> Tins Cans		<input type="checkbox"/> Film	
<input type="checkbox"/> White Goods		<input checked="" type="checkbox"/> High Density Polyethylene (HDPE)	1
<b>Yard Wastes</b>	<b>Tons/Months</b>	<input type="checkbox"/> Polythene Terephthalate (PET)	
<input type="checkbox"/> Compost		<b>Wood</b>	<b>Tons/Months</b>
<input type="checkbox"/> Grass Clippings		<input type="checkbox"/> Bark	
<input type="checkbox"/> Leaves		<input checked="" type="checkbox"/> Boards/Planks	5
<input type="checkbox"/> Mixed		<input type="checkbox"/> Chips	
<input type="checkbox"/> Prunings/Christmas Trees		<input type="checkbox"/> Pallets	
<b>Other Organics</b>	<b>Tons/Months</b>	<input type="checkbox"/> Sawdust	
<input type="checkbox"/> Food Waste		<input type="checkbox"/> Shavings	
<input type="checkbox"/> Textiles		<b>Other</b>	<b>Tons/Months</b>
<b>Other</b>	<b>Tons/Months</b>	<input type="checkbox"/> Ash	
<input type="checkbox"/>		<input type="checkbox"/> Mixed Residue	
<input type="checkbox"/>		<input type="checkbox"/> Soap	
<input type="checkbox"/>		<input type="checkbox"/> Tire Rubber	
<input type="checkbox"/>		<input type="checkbox"/> Used Oil	

Location Where Materials Will Be Taken To Be Recycled			
Business Name:	Scor Industries		
Business Address:	2321 S Willow Ave Bloomington, CA 92316		
Mailing Address (If Different):	26741 Portola Pkwy Suite 1E-212 Feather Ranch 92610		
Business Phone:	909-820-5046	Business Fax:	909-820-5017
Recyclable Dealer Permit No.		Business License Number	
Describe How The Materials Will Be Used Once They Have Been Recycled (I.e., Tire Rubber to Asphalt)			
A BROCHURE WAS SUBMITTED TO DESCRIBE HOW THE MATERIALS WILL BE USED ONCE THEY HAVE BEEN RECYCLED. THE BROCHURE IS AVAILABLE UPON REQUEST.			
Will you be charging a fee to pick up the materials? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Will you be receiving payment for materials being picked up? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Describe How The Method Of Calculating Your Fees To The Business Including Dollar Amounts (I.e., \$10/Ton)			
A BROCHURE WAS SUBMITTED TO DESCRIBE THE RATES PER TON. THE BROCHURE IS FILED WITH THE APPLICATION AND AVAILABLE UPON REQUEST.			

According to Section 199.06 of the City Code, "Permitted recyclable materials dealers shall be allowed to charge a fee to haul recyclable materials as defined under §199.01, from any business location within the city, provided not less than ninety percent (90%) of the material removed is recycled, reused or taken to a certified recycling center, except in the case of construction debris, where the requirement shall be seventy-five percent (75%) recyclable. In order to engage in such activity, the business entity which will be contracting with the recyclable materials dealer shall first obtain a "Fee-for-Service Recycling Permit" to be issued by the Director. Each permit application shall be accompanied by a detailed explanation of the types of materials that will be hauled and the recycling facility where the materials will be taken. Any fee charged under this section shall be subject to the franchise fee specified under §50.22. In addition, any recyclable materials dealer engaging in fee-for-service hauling shall also be subject to the reports, remittances, books and records, audits, and penalties specified under §50.24."

According to Section 119.07 of the City Code, "recyclable materials dealers shall not knowingly transport loads containing more than ten percent (10%) residue, or twenty-five (25%) in the case of construction debris, from any premises within the city, either free or on a fee-for-service basis, whether or not such dealers are picking up recyclable materials from such premises."

According to Section 119.08 of the City Code, "On a not less than monthly basis for fee-for-service hauling, and not less than quarterly basis for purchase hauling, at their sole expense, all recyclable materials dealers shall furnish collection reports to the city, and a form provided by, or acceptable to, the Director. These reports shall include the total number of tons collected, and the number of tons recycled; the number of tons by type of recyclable materials collected, and the number of tons of residue and where the residue was disposed of during the previous quarter. These reports shall be furnished no later than thirty (30) days following the last calendar quarter day or calendar month, whichever applies."

I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PRECEEDING AND AGREE TO COMPLY WITH THESE STATUTES AS WELL AS ALL LOCAL, COUNTY, STATE, AND FEDERAL LAWS PERTAINING TO THE EXECUTION OF THIS PERMIT. I ALSO CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Name Jorge H. Grateco Title President  
 Signature [Signature] Date 2/13/14

APPLICATION <del>Form</del> Approved By	
Signature: <u>MA</u>	Date: <u>2/13/14</u>
Date Paid: <u>2/13/14</u>	Effective Dates of permit:
Police Services Approval: <u>CONDITIONS OF APPROVAL</u>	Date: <u>2/26/14</u>
Finance Department Approval: <u>CONDITIONS OF APPROVAL</u>	Date: <u>2/26/14</u>
Recycling Coordinator Approval: <u>CONDITIONS OF APPROVAL</u>	Date: <u>2/26/14</u>
Planning Department Approval: <u>CONDITIONS OF APPROVAL</u>	Date: <u>2/26/14</u>



# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## NEW BUSINESS

### Approve Community Support United Farm Worker Cesar Chavez Event

#### RECOMMENDATION

That the City Council approve \$5,000 in community support from the General Fund Reserves to help with the funding for the May 3, 2014 United Farm Worker Cesar Chavez event.

#### BACKGROUND

On May 3, 2014, the United Farm Workers Foundation will host a charity fundraiser celebrating Cesar Chavez's legacy and over 50 years of advocacy for social justice. The City of Santa Fe Springs has had a long standing commitment to promoting the core values through our Family Youth Intervention and Diversity Programs. Annually, the City brings local school kids to the National Chavez Center in Keen, CA to participate in the "Day of Service." In addition, the City has historically hosted speakers from the United Farm Workers and the Chavez family to speak to Santa Fe Springs students about the core values of Cesar Chavez:

- Service to others
- Sacrifice
- A preference to help the most needy
- Determination
- Non-violence
- Acceptance of all people
- Respect for life
- Celebrating community
- Knowledge
- Innovation

The organizers of the abovementioned event have asked the City to contribute \$5,000 to the May 3 charity dinner, which will be held at the Town Center Hall.

#### FISCAL IMPACT

\$5,000 from the City's General Fund Reserves would be allocated.

Thaddeus McCormack  
City Manager

Attachment:  
Event flyer



THE UNITED FARM WORKERS FOUNDATION INVITES YOU TO

# SI SE PUEDE!

## A FUNDRAISER

CELEBRATING OUR FRIEND AND HERO  
**CESAR E. CHAVEZ**

AND HIS LEGACY OF OVER 50 YEARS OF ADVOCACY  
FOR SOCIAL JUSTICE AND EQUALITY

SATURDAY, MAY 3, 2014  
6 P.M. - 11 P.M.

SANTA FE SPRINGS  
TOWN CENTER HALL  
11740 E. TELEGRAPH ROAD  
SANTA FE SPRINGS, 90670

MUSIC AND DANCING  
DINNER  
NO-HOST BAR  
SILENT AUCTION

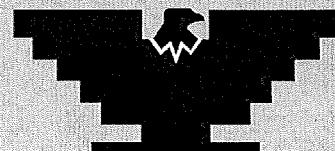
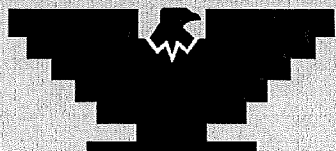
SPECIAL REMARKS BY  
**ARTURO RODRIGUEZ**  
PRESIDENT OF UNITED FARM WORKERS

DONATION: \$50 PER PERSON

R.S.V.P. AND PAYMENT BY APRIL 18, 2014  
PHONE: (562) 693-7162  
EMAIL: UFWFOUNDATION2014@YAHOO.COM

CHECKS PAYABLE TO  
UNITED FARM WORKERS FOUNDATION

PLEASE MAIL PAYMENT TO  
MARGIE RODRIGUEZ  
9701 DU PAGE AVE.  
WHITTIER, CA 90605





# *City of Santa Fe Springs*

City Council Meeting

March 27, 2014

## **PRESENTATION**

2014 Audit for Fire Rescue's Certified Unified Program Agency (CUPA)

## **RECOMMENDATION**

The Mayor may wish to call upon Tom Hall, Deputy Director of Environmental Protection for the Department of Fire-Rescue, for the presentation.

## **BACKGROUND**

The California Environmental Protection Agency (CalEPA), California Office of Emergency Services, and Department of Toxic Substances Control conducted a two-day performance audit of the Santa Fe Springs Fire-Rescue Certified Unified Program Agency (CUPA) in early January. The State agencies audit all 88 CUPAs throughout California once every three years.

This presentation will outline the "Summary of Findings" presented from the three agencies following the conclusion of the audit.

Thaddeus McCormack  
City Manager



# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## **PRESENTATION**

Proclaiming April 6 through 12, 2014, as National Volunteer Week

### **RECOMMENDATION**

The Mayor may wish to call upon Management Assistant Maritza Sosa-Nieves to assist with the presentation of the proclamation and recognize City volunteers.

### **BACKGROUND**


The City of Santa Fe Springs Community Services Department has developed and implemented a volunteer program for teens and adults: Teens Empowered & Engaged in Neighborhood Service (T.E.E.N.S) and Adults Coming Together Initiating Volunteer Experiences (A.C.T.I.V.E) respectively.

The program is comprised of dedicated adults and teens who have chosen to take time out of their demanding lives to help strengthen and enhance life in the City of Santa Fe Springs. Through their volunteerism at events and programs such as the Christmas Santa Float, Neighborly Elf Christmas Basket Program, Adult & Youth Sports, Adult & Children's Literacy, and numerous other activities, including our advisory boards and committees, TEENS and ACTIVE volunteers have enriched the lives of countless children and adults in Santa Fe Springs.

National Volunteer Week is from April 6 through 12, 2014. National Volunteer Week is about recognizing and encouraging people to get involved in their communities. It promotes working together and taking action to help those in need. The City of Santa Fe Springs, along with other municipalities and agencies across America, will be celebrating volunteers for their service and acknowledge them for their extraordinary work in their communities. Volunteers are a vital function in our community and therefore, the City wishes to recognize our volunteers for their time, effort, and commitment and proclaim April 6 through 12, 2014, as National Volunteer Week in Santa Fe Springs.

The following volunteers will accept the proclamation on behalf of all City volunteers:

Victoria Nuñez (T.E.E.N.S volunteer)  
Bonnie Fox (Family & Human Services A.C.T.I.V.E volunteer)  
Kenneth Arnold (Parks & Recreation A.C.T.I.V.E volunteer)  
Felipe Rangel (Library A.C.T.I.V.E volunteer)

  
Thaddeus McCormack  
City Manager

### **Attachment:**

National Volunteer Week Proclamation

**WHEREAS**, the City of Santa Fe Springs has adopted a volunteer program for teens and adults; Teens Empowered & Engaged in Neighborhood Service (T.E.E.N.S) and Adults Coming Together Initiating Volunteer Experiences (A.C.T.I.V.E) programs are a vital function in our community; and

**WHEREAS**, Santa Fe Springs volunteers, comprising of dedicated adults and teens, have chosen to take time out of their demanding lives to help strengthen and enhance life in the City of Santa Fe Springs; and

**WHEREAS**, through their volunteerism at events and programs such as the Christmas Santa Float, Neighborly Elf & Thankful Neighbor Basket Programs, Adult & Youth Sports, Adult & Children's Literacy, and numerous other activities, TEENS and ACTIVE volunteers have enriched the lives of countless children and adults in Santa Fe Springs; and

**WHEREAS**, our City government could not function without volunteers who serve on our boards, commissions, and committees; and

**WHEREAS**, the City of Santa Fe Springs wishes to recognize all the volunteers for their time, effort, and commitment to serve the residents and our City; and

**WHEREAS**, Santa Fe Springs volunteers are part of the country's volunteer force of over 63 million;

**WHEREAS**, municipalities, volunteers, and supporters across America are celebrating National Volunteer Week;

**NOW, THEREFORE**, be it resolved that I, Juanita Trujillo, Mayor of the City of Santa Fe Springs, proclaim April 6 through 12, 2014 as

**"National Volunteer Week"**

and urge my fellow residents to volunteer and make a difference in our community.

DATED this 27<sup>th</sup> day of April 2014

---

Juanita Trujillo, MAYOR

ATTEST:

---

Anita Jimenez, DEPUTY CITY CLERK



# *City of Santa Fe Springs*

City Council Meeting

March 27, 2014

## **PRESENTATION**

Introduction of New Santa Fe Springs Policing Team Member

### **RECOMMENDATION**

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

Glenn Hedgepath, Officer

Thaddeus McCormack  
City Manager





# City of Santa Fe Springs

City Council Meeting

March 27, 2014

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	1	Moore
Beautification	3	Sarno
Community Program	1	Moore
Community Program	1	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Historical	1	Moore
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Senior Citizens	1	Rios
Senior Citizens	2	Rounds
Senior Citizens	3	Trujillo
Sister City	1	Moore
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	1	Trujillo
Youth Leadership	2	Moore
Youth Leadership	1	Trujillo

### Recent Activity:

**Applications Received:** Parks & Recreation Committee – Brenda Kaholokula;  
Youth Leadership Committee – Katrina Uribe.

  
Thaddeus McCormack  
City Manager

### Attachments:

Committee Lists  
Prospective Member List

## **Prospective Members for Various Committees/Commissions**

### **Beautification**

### **Community Program**

### **Family & Human Services**

Gabriela Garcia

### **Heritage Arts**

### **Historical**

### **Personnel Advisory Board**

### **Parks & Recreation**

Gabriela Garcia

David Kurt Hamra

Brenda Kaholokula

### **Planning Commission**

Carlos Tovar

Manuel Zevallos

### **Senior Citizens Advisory**

### **Sister City**

Linda Vallejo

### **Traffic Commission**

Nicolette Bravo

Manuel Zevallos

### **Youth Leadership**

Katrina Uribe

## BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(14)
	Paula Minnehan	(14)
	Annie Petris	(15)
	Guadalupe Placensia	(15)
	Vacant	(15)
Rios	Mary Reed	(14)
	Charlotte Zevallos	(14)
	Doris Yarwood	(14)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Mary Arias	(15)
	Marlene Vernava*	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	Rosalie Miller	(15)
	A.J. Hayes	(15)

*\*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.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Francis Carbajal	(14)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(14)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava*	(14)
	Vacant	(14)
	Anthony Ambris	(15)
	Johana Coca	(15)
Sarno	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Kim Mette	(14)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Judy Aslakson	(15)
	Vacant	(15)

*\*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., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(14)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(14)
	Manny Zevallos*	(15)
	Gilbert Aguirre*	(15)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(14)
	Linda Vallejo	(14)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	David Diaz-Infante *	(15)

Organizational Representatives: Nancy Stowe  
Evelyn Castro-Guillen  
Elvia Torres  
(SPIRITT Family Services)

*\*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 Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members  
6 Non-Voting Members

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

### Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Vacant	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

### Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

*\*Indicates person currently serves on three committees*

# HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan. and the 1st Tuesday of April, July, and Oct., at 5:30 p.m., Carraige Barn

Qualifications: 18 Years of age, reside or active in the City

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(15)
	Vacant	(15)
Rios	Gilbert Aguirre	(14)
	Hilda Zamora	(14)
	Janie Aguirre	(15)
	Larry Oblea	(15)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(14)
	Vacant	(14)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(14)
	Vacant	(14)
	Merrie Hathaway	(15)
	Vacant	(15)

*\*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

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Mary Tavera	(14)
	John Salgado	(14)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Sheila Archuleta	(15)
<b>Rios</b>	Lynda Short	(14)
	Bernie Landin	(14)
	Carlos Tovar	(14)
	Sally Gaitan	(15)
	Fred Earl	(15)
<b>Rounds</b>	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
<b>Sarno</b>	Joey Hernandez	(14)
	Debbie Belmontes	(14)
	Lisa Garcia	(15)
	Ed Madrid	(14)
	David Diaz-Infante*	(15)
<b>Trujillo</b>	Miguel Estevez	(14)
	Andrea Lopez	(14)
	A.J. Hayes	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

*\*Indicates person currently serves on three committees*



## PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by  
Personnel Board, 1 by Firemen's Association,  
1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Jim Contreras	6/30/2013
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

## PLANNING COMMISSION

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

### APPOINTED BY

### NAME

Moore

Louie Gonzalez

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

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.,  
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Astrid Shesterkin	(15)
	formerly Gonzales	
	Pete Vallejo	(15)
<b>Rios</b>	Janie Aguirre	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
<b>Rounds</b>	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
<b>Sarno</b>	Gloria Duran	(14)
	Betty Elizalde	(14)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
<b>Trujillo</b>	Vacant	(14)
	Vacant	(14)
	Gilbert Aguirre*	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

*\*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.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Marlene Vernava*	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(15)
	Johana Coca	(15)
Sarno	Vacant	(14)
	Vacant	(14)
	Vacant	(15)
	Vacant	(14)
	Vacant	(15)
Trujillo	Rigo Estrada	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

*\*Indicates person currently serves on three committees*

**TRAFFIC COMMISSION**

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME
Moore	Albert J. Hayes
Rios	Pauline Moore
Rounds	Ted Radoumis
Sarno	Alma Martinez
Trujillo	Greg Berg

## YOUTH LEADERSHIP COMMITTEE

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

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Destiny Cardona	(14)
	Evony Reyes	(17)
	Vacant	()
	Vacant	()
Rios	Precious Ramirez	(14)
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Joshua Rojo	(14)
Rounds	Gabriel Perez	(16)
	Jesus Ramirez	(14)
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Alyssa Madrid	()
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	()
	Cameron Velasco	(16)
	Vacant	()