



*City of Santa Fe Springs*

# AGENDA

FOR THE REGULAR MEETINGS OF THE  
SANTA FE SPRINGS:

PUBLIC FINANCING AUTHORITY  
WATER UTILITY AUTHORITY  
COMMUNITY DEVELOPMENT COMMISSION  
CITY COUNCIL

COUNCIL CHAMBERS  
11710 TELEGRAPH ROAD  
SANTA FE SPRINGS, CA 90670

SEPTEMBER 24, 2009

6:00 P.M.

Luis M. Gonzalez, Mayor  
Betty Putnam, Mayor Pro Tem  
William K. Rounds, Councilmember  
Joseph D. Serrano, Sr., Councilmember  
Gustavo R. Velasco, 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. The City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.*

**Americans with Disabilities Act:** *In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by the City, please contact the City Clerk's Office at (562) 868-0511. Notification of at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

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

**Please Note:** *Staff reports are available for inspection at the City Clerk's office during regular business hours 7:30 a.m. – 5:30 p.m. Monday – Friday. City Hall is closed every other Friday.*

1. **CALL TO ORDER**

2. **ROLL CALL**

William K. Rounds, Director/Commissioner/Councilmember  
Joseph D. Serrano, Director/Commissioner/Councilmember  
Gustavo R. Velasco, Director/Commissioner/Councilmember  
Betty Putnam, Vice-Chairperson/Mayor Pro Tem  
Luis M. Gonzalez, Chairperson/Mayor

**PUBLIC FINANCING AUTHORITY**

3. **APPROVAL OF MINUTES**

Public Financing Authority Meeting of August 27, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

**NEW BUSINESS**

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

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

**WATER UTILITY AUTHORITY**

**APPROVAL OF MINUTES**

5. Water Utility Authority Meeting of August 27, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

**CITY ENGINEER'S REPORT**

6. Authorization to Advertise for the Residential Water Main Replacements

**Recommendation:** That the Authority authorize the City Engineer to advertise for construction bids for the Residential Water Main Replacement.

**COMMUNITY DEVELOPMENT COMMISSION**

7. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

**8. CONSENT AGENDA**

*Consent Agenda items are considered routine matters that may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the Community Development Commission.*

**A. Minutes**

Minutes of the Regular Community Development Commission Meeting of September 9, 2009

**Recommendation:** That the Commission approve the Minutes as submitted.

**NEW BUSINESS**

**9. Request for Authorization to Submit a Grant Application to the U.S. Environmental Protection Agency for Brownfields Cleanup Grants**

**Recommendation:** That the Commission authorize the City Manager to submit up to three (3) Grant Applications to the U.S. Environmental Protection Agency for Brownfields Cleanup Grants of up to \$200,000 each to assist in cleaning properties that fall within the MC & C Commerce Center Sites III and IV, located on the north and south side of Telegraph Road and east of Bloomfield; and if the EPA grants are awarded to the City, authorize the City Manager to provide a 20% cost share for each grant (\$40,000 per grant) up to a total cost share of \$120,000.

**10. Resolution No. 241-2009 – Request for Advances to the Community Development Commission for Purposes of the Consolidated Redevelopment Project**

**Recommendation:** That the Commission adopt Resolution No. 241-2009 requesting such advances and authorize the Chairperson to execute two promissory notes in the amount of \$5,152,000 and \$3,494,000.

**11. Resolution No. 242-2009 – Request for Advance to the Community Development Commission for Purposes of the Washington Boulevard Project**

**Recommendation:** That the Commission adopt Resolution No. 242-2009 requesting such advance and authorize the Chairperson to execute the promissory note in the amount of \$200,000.

**12. Authorization for Sole-Source Acquisition of Library Self-Checkout System**

**Recommendation:** That the City Council authorize the Director of Purchasing Services to purchase a Library Self-Checkout System from Integrated Technology Group (ITG) as a sole-source acquisition for an amount not to exceed \$120,000.

**CLOSED SESSION**

13. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
County of Los Angeles Challenge of Redevelopment Project Area Amendments  
Cases: 2

**CITY COUNCIL**

**CLOSED SESSION**

14. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
City of Santa Fe Springs v. Spicy Gentlemen’s Club

15. **CONSENT AGENDA**

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

**Minutes**

- A. Minutes of the Regular City Council Meeting of September 9, 2009

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

**Approval of Agreement**

- B. Agreement with Los Angeles County Department of Public Works for Inclusion of City Arterials in the County’s Traffic Signal Synchronization Program (TSSP)

**Recommendation:** That the City Council approve the Agreement with Los Angeles County Department of Public Works to include City Arterials in the County’s Traffic Signal Synchronization Program; and authorize the City Manager to execute the Agreement on behalf of the City.

**Award of Bid**

- C. Award Bid to Altec Industries, Inc. for a Thirty-Seven-Foot Aerial Device

**Recommendation:** That the City Council award a bid to Altec Industries, Inc.; and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

- D. Authorization to Advertise for Construction of the Norwalk/Santa Fe Springs Transportation Center Parking Improvements Project

**Recommendation:** That the City Council authorize the City Engineer to advertise for construction bids for the Norwalk/Santa Fe Springs Transportation Center Parking Improvements Project.

**UNFINISHED BUSINESS**

16. Proposed Change of Traffic Collision Reporting Procedures

**Recommendation:** That the City Council adopt the proposed traffic collision reporting procedures in Santa Fe Springs when dealing with property damage only incidents and approve the implementation of the "Accident Information Exchange Card."

17. Approval to Purchase a Portion of the Property Located at 13939 Borate Street, APN 8069-007-023, from Hospira, Inc.

**Recommendation:** That the City Council approve a Purchase and Sale Agreement to acquire 12,700 square feet of Assessor's Parcel No. 8069-007-023 at a cost of \$30 per square foot (\$381,000) and authorize the City Attorney, City Manager, and City Engineer to prepare and sign all required documents.

18. Resolution No. 9214 – A Resolution Authorizing Advances from the City of Santa Fe Springs for Purposes of the Consolidated Redevelopment Project

**Recommendation:** That the City Council adopt Resolution No. 9214 authorizing advances in the amount of \$5,152,000 to fund the administrative, operational and capital needs of the Consolidated Redevelopment Project and carry over \$3,494,000 from an outstanding advance of \$6,600,000 that was loaned for purposes of land assembly in the Consolidated Redevelopment Project.

19. Resolution No. 9215 – A Resolution Authorizing an Advance from the City of Santa Fe Springs for Purposes of the Washington Boulevard Redevelopment Project

**Recommendation:** That the City Council adopt Resolution No. 9215 authorizing an advance in the amount of \$200,000 to assist in funding the administrative, operational and capital needs of the Washington Boulevard Redevelopment Project.

20. Authorize the Purchase of Replacement HP-3000 Mini-Computer

**Recommendation:** That the City Council allow the Director of Purchasing Services to issue a purchase order for the procurement of a replacement HP-3000 Mini-Computer.

21. Approval of Administrative and Procedural Actions to Comply with CalPERS Audit Findings Including the Approval of Side Letter #3, Amending the Current Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Fire Association

**Recommendation:** That the City Council authorize the City Manager to take the necessary administrative and procedural actions to comply with the CalPERS audit findings as outlined in the staff report.

**PLEASE NOTE:** *Item Nos. 22-32 will occur in the 7:00 hour.*

**22. INVOCATION**

**23. PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

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

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

**26. ANNOUNCEMENTS**

**PRESENTATIONS**

**27. Presentation to City Council by Heritage Art Program Grant Recipient**

**28. Proclamation Declaring October 4-10, 2009 as "Fire Prevention Week"**

**APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS**

**29. Committee Appointments**

**30. ORAL COMMUNICATIONS**

*This is the time for public comment on any Public Financing Authority/Water Utility Authority/Community Development Commission/City Council matter that is not on tonight's agenda. Anyone wishing to speak on an agenda item is asked to please comment at the time the item is considered by the City Council.*

**31. EXECUTIVE TEAM REPORTS**

**32. ADJOURNMENT**

In the memories of Dave Tanner, former Planning Commissioner, and Firefighters Ted Hall and Arnie Quinones who were fatalities of the Station fire.

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.

*Barbara Earl, CMC*  
City Clerk

*September 16, 2009*  
Date

## MINUTES

### JOINT MEETINGS OF THE PUBLIC FINANCING AUTHORITY WATER UTILITY AUTHORITY COMMUNITY DEVELOPMENT COMMISSION CITY COUNCIL

CITY OF SANTA FE SPRINGS  
AUGUST 27, 2009

1. **CALL TO ORDER**

Chairperson/Mayor Gonzalez, at 6:05 p.m., called the Public Financing Authority, Water Utility Authority, Community Development Commission and City Council meetings to order.

2. **ROLL CALL**

Present: Directors/Commissioners/Councilmembers Putnam, Rounds, Serrano, Velasco, Chairperson/Mayor Gonzalez

Also present: Fred Latham, City Manager; Barbara Earl, City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning and Development; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Carole Joseph, Director of Recreation Services; Jose Gomez, Terri Bui sitting in for Director of Finance & Administrative Services; Chris Crispo sitting in for Alex Rodriguez, Fire Chief

### PUBLIC FINANCING AUTHORITY

3. **APPROVAL OF MINUTES**

Public Financing Authority Meeting of July 23, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

Director Rounds moved the recommendation. Director Serrano seconded the motion, which carried unanimously.

**NEW BUSINESS**

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

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

Director Rounds moved the recommendation. Vice-Chairperson Putnam seconded the motion, which carried unanimously.

## WATER UTILITY AUTHORITY

### **APPROVAL OF MINUTES**

5. Water Utility Authority Meeting of July 23, 2009

**Recommendation:** That the Authority approve the Minutes as submitted.

Director Serrano moved the recommendation. Director Velasco seconded the motion, which carried unanimously.

### **AWARD OF CONTRACT**

6. Water Reservoir Nos. 1 & 2 Refurbishment

**Recommendation:** That the Authority accept the bids for the Water Reservoir Nos. 1 & 2 refurbishment; award a contract to Cor-Ray Painting Company in the amount of \$896,540.00; and transfer \$600,000.00 from Arsenic Treatment Facilities New Well – Zone 2 to Interior/Exterior Recoating of Reservoir No. 2 to complete the funding for this project.

Director Serrano moved the recommendation. Vice-Chairperson Putnam seconded the motion, which carried unanimously.

### **NEW BUSINESS**

7. Update on the Status of Water-Related Capital Improvement Plan Projects

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

Vice-Chairperson Putnam moved the recommendation. Director Velasco seconded the motion, which carried unanimously.

## COMMUNITY DEVELOPMENT COMMISSION

8. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

No reports were given.

9. **CONSENT AGENDA**

**A. Minutes**

Minutes of the Regular Community Development Commission Meeting of August 13, 2009

**Recommendation:** That the Commission approve the Minutes as submitted.

Commissioner Velasco moved the recommendation. Commissioner Serrano seconded the motion, which carried unanimously.

## **NEW BUSINESS**

10. Resolution No. 238-2009 – Consent and Waiver Relating to Formation of City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs)

**Recommendation:** That the Commission adopt Resolution No. 238-2009 thereby consenting to the formation of a Community Facilities District that will include Community Development Commission-owned property and waiving certain election requirements.

City Attorney Skolnik advised the Commission that Item No. 10 on the Commission Agenda and No. 15 on the Council Agenda were companion items and could be acted on together. He further advised that Item Nos. 10 and 15 related to the first step in forming the Community Facilities District for the Villages at Heritage Springs project to create a revenue stream to pay for increased costs of services to the City. He directed the Commission's/Council's attention to the Addendum in front of them and the highlighted sections of the report and explained that these revisions had no affect on the City financially. Lastly, he introduced the consultants working on behalf of the City for the formation of the district, Joan Cox, tax consultant, and Chris Lynch, bond counsel, and advised that they were available for questions.

Vice-Chairperson Putnam moved the recommendation. Commissioner Velasco seconded the motion, which carried unanimously.

## **CITY COUNCIL**

### **12. CONSENT AGENDA**

#### **Minutes**

- A. Minutes of the Regular City Council Meeting of August 13, 2009

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

- B. Award Bid to JTB Supply Company for Traffic Signal Intersection Battery Backup Systems and Light Emitting Diode (LED) Traffic Signal Indicators

**Recommendation:** That the City Council award a bid to JTB Supply Company and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

#### **Treasurer's Report**

- C. Treasurer's Report for the Month of July 2009

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

Mayor Pro Tem Putnam moved the recommendations for Item Nos. 12-A, 12-B, and 12-C. Councilmember Serrano seconded the motion, which carried unanimously.

### **ORDINANCE FOR INTRODUCTION**

13. Ordinance No. 1003 – Amending Subsection Chapter 50 of the City Code Regarding Solid Waste

**Recommendation:** That the City Council waive further reading and introduce Ordinance No. 1003, an ordinance amending Chapter 50 of the City Code regarding solid waste.

City Attorney Skolnik introduced Ordinance No. 1003 by title as follows: An Ordinance of the City of Santa Fe Springs Amending Chapter 50 of the City Code Regarding Garbage and Refuse.

City Manager Latham advised that staff had received a request from one of the haulers to change the reporting requirement referred to in Section 50.24, Subsection (E), Paragraph (2) from 30 days to 60 days; all haulers had been contacted and were in concurrence with the change.

Councilmember Rounds moved to waive further reading and introduce Ordinance No. 1003. Mayor Pro Tem Putnam seconded the motion, which carried unanimously.

### **UNFINISHED BUSINESS**

14. Authorization for FY 2009-10 City Budget Review Schedule

**Recommendation:** That the City Council approve the review schedule for the City's FY 2009-10 Budget.

Councilmember Serrano moved the recommendation. Mayor Pro Tem Putnam seconded the motion, which carried unanimously.

### **NEW BUSINESS**

15. Resolution Nos. 9211 and 9212 Regarding the City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs)

**Recommendation:** That the City Council adopt Resolution Nos. 9211 and 9212 in order to initiate the process to form a Community Facilities District for the Villages at Heritage Springs.

Mayor Pro Tem Putnam moved the recommendation. Councilmember Velasco seconded the motion, which carried unanimously.

16. Termination of Extended Day Care Program (Latchkey) Contract with the State Department of Education (SDE) and Options for City's School Age Child Care Program

**Recommendation:** That the City Council approve staff's recommendation as identified in Option 2 to continue to operate a School Age Child Care Program at both the Los Nietos and Lakeview child care sites and establish a full fee-based service program.

Mayor Gonzalez directed Councils' attention to the petition which was before them and invited interested parties to come forward to address the Council.

Araceli Avalos, 10610 Harvest Avenue, read aloud a letter which she had previously mailed to the Council, which expressed her desire for the City to take action to keep the before and after-school daycare programs at Los Nietos and Lakeview open.

Jessica Cisneros spoke from the heart stating that all four of her children have been in the childcare program and how they have reaped tremendous benefits from being deeply rooted in it; without the program, their lives will be ruined.

Lillian Rodriguez, employee of Department of Child & Family Services, stated that she was a business resident who utilized the childcare services and read aloud a letter she wrote which expressed support for keeping the programs open.

Discussion amongst the Council and staff ensued.

Mary from Long Beach stated that, while she did not live in Santa Fe Springs, it was obvious to her as an outsider that the residents and children have pride in their city; she asked Council to not take that away from them. She added that Council should do whatever they have to do to stay Santa Fe Springs.

A grandmother spoke along with her two grandsons. She stated that she was in the position of having to raise her grandsons because their parents were involved in gangs and drugs. She pleaded with Council to keep the daycare open so that her grandsons had a place to go and would not have to be left to the streets. She further stated that she earned \$300 a week and could not possibly afford to pay \$88 a week for each of the boys to be in the program.

Following the discussion, City Manager Latham suggested that Council make a motion to direct staff to continue to run the childcare program within the existing fee structure until January 1<sup>st</sup>; at that time, staff will come back with recommendations that reflect the status of the budget and the program. The months of September, October, November and December will be funded out of City reserves.

Mayor Gonzalez moved the motion as stated. Councilmember Serrano seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

City Manager Latham advised Council that he will send out a letter on Monday to all of the families in the program explaining what action the Council had taken.

17. Request for Use of the Activity Center for Amateur Fighting Matches

**Recommendation:** That the City Council deny the request to use the Activity Center by an outside group to promote amateur fighting matches for profit and promotion.

18. Reconsideration of Entertainment Conditional Use Permit Case No. 7

**Recommendation:** That the City Council approve Entertainment Conditional Use Permit Case No. 7 for a period of five years until August 27, 2014, subject to the conditions of approval.

19. Reconsideration of Alcohol Sales Conditional Use Permit Case No. 21

**Recommendation:** That the City Council approve Alcohol Sales Conditional Use Permit Case No. 21 for a period of five years until August 27, 2014, subject to the conditions of approval.

20. Reconsideration of Alcohol Sales Conditional Use Permit Case No. 33

**Recommendation:** That the City Council approve Alcohol Sales Conditional Use Permit Case No. 33 for a period of five years until August 27, 2014, subject to the conditions of approval.

Councilmember Rounds moved the recommendations for Item Nos. 17, 18, 19, and 20. Councilmember Serrano seconded the motion, which carried unanimously.

**SUBSEQUENT NEED**

Resolution No. 9213 – Approving the Use of Community Development Commission Funds for the Installation of Sidewalk on Slauson Avenue between Dice Road and Sorensen Avenue

**Recommendation:** That the City Council approve the installation of sidewalk on the south side of Slauson Avenue between Sorensen Avenue and Dice Road; and adopt Resolution No. 9213 finding that the installation of sidewalk on the south side of Slauson Avenue between Sorensen Avenue and Dice Road benefits the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the community.

City Manager Latham advised that a Subsequent Need Item was also before the Council. He explained that in order for an item to qualify for placement on the agenda as a subsequent need item, it must meet two criteria: 1) that staff became aware of the item after the preparation of the agenda and 2) that the matter could not wait for the next meeting to be acted on. He further stated that this item met both criteria.

Mayor Pro Tem Putnam moved to place the item on the agenda. Councilmember Serrano seconded the motion, which carried unanimously.

Councilmember Velasco moved the recommendation. Councilmember Rounds seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Gonzalez

NOES:

ABSENT:

ABSTAIN:

**21. INVOCATION**

Councilmember Rounds gave the Invocation.

**22. PLEDGE OF ALLEGIANCE**

Youth Leadership Committee members led the Pledge of Allegiance.

**INTRODUCTIONS**

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

Those representatives who were present introduced themselves.

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

No representatives from the Chamber were present.

**25. ANNOUNCEMENTS**

Carole Joseph, Director of Recreation Services, updated the Community Events Calendar.

**PRESENTATIONS**

**26. To Felix Garcia upon His Retirement**

Don Jensen, Director of Public Works, gave a brief summary of Mr. Garcia's work history with the City and thanked him for his years of service to the City. Mayor Gonzalez presented him with a crystal clock and a jacket. Pictures with Council and staff were taken.

**APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS**

**27. Committee Appointments**

Councilmember Velasco appointed Omar Rodriguez, Martin Guerrero and Jose Rocha to the Youth Leadership Committee.

**28. ORAL COMMUNICATIONS**

Mayor Gonzalez opened Oral Communications and invited interested parties to come forward to address the Council.

Having no one come forward, Mayor Gonzalez closed Oral Communications.

**29. EXECUTIVE TEAM REPORTS**

No reports were given.

**RECESS**

Mayor Gonzalez, at 7:30 p.m., recessed the meeting to go into Closed Session.

**CLOSED SESSION**

**11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**Property:** Property Acquisition for the Valley View Grade Separation Project

**Negotiating Parties:** Staff and Potential Sellers and/or Buyers

**Under Negotiation:** Just Compensation for Acquisition of Property

**RECONVENE**

Mayor Gonzalez, at 8:25 p.m., reconvened the meeting.

City Attorney Skolnik reported out from the Closed Session that Councilmember Velasco motioned to approve the just compensation for the Valley View property acquisition in the amount of \$1,544,479. Councilmember Serrano seconded the motion, and the motion carried unanimously.

**30. ADJOURNMENT**

Mayor Gonzalez, at 8:25 p.m., adjourned the Public Financing Authority, Water Utility Authority, Community Development Commission and City Council meetings in the memory of Lucille Ethridge, long-time Santa Fe Springs resident, to Wednesday, September 9, 2009, 6:00 p.m., in Council Chambers.

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Luis M. Gonzalez  
Chairperson/Mayor

ATTEST:

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Barbara Earl, CMC, City Clerk



# City of Santa Fe Springs

Santa Fe Springs Public Financing Authority Meeting

September 24, 2009

## **.NEW BUSINESS**

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

## **RECOMMENDATION**

That the City Council receive and file the report.

## **BACKGROUND**

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

### Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at	None
Outstanding principal at 08/31/09	\$23,495,000

### Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 08/31/09	None
Outstanding principal at 08/31/09	\$26,580,000

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

Financing proceeds available for appropriation at 08/31/09	None
Outstanding principal at 08/31/09	\$5,715,000

### Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 08/31/09	None
Outstanding principal at 08/31/09	\$4,465,000

### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 08/31/09	None
Outstanding principal at 08/31/09	\$3,330,000

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

Financing proceeds available for appropriation at 08/31/09	\$ 3,018,462
Outstanding principal at 08/31/09	\$27,583,493

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 08/31/09	\$13,092,873
Outstanding principal at 08/31/09	\$17,555,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 08/31/09	None
Outstanding principal at 08/31/09	\$42,590,000

The City and Community Development Commission budgets include sufficient appropriations to meet the debt service obligations associated with these issues and it is anticipated that the Fiscal Year 2009-10 revenue sources funding these appropriations will be sufficient as well.



Frederick W. Latham  
City Manager/Executive Director

**PLEASE REFER TO ITEM NO. 3**



**CITY ENGINEER'S REPORT**

**Authorization to Advertise for the Residential Water Main Replacements**

**RECOMMENDATION**

That the Water Utility Authority authorize the City Engineer to advertise for construction bids for the Residential Water Main Replacement.

**BACKGROUND**

Included in the Six-Year Capital Improvement Plan FY 2006-07 through FY 2011-12 is the Residential Water Main Replacements project. The plans and specifications are complete and the Public Works Department is ready to advertise for construction bids.

This project involves the replacement of existing 4-inch and 6-inch water mains with new 8-inch and 6-inch ductile iron pipe water mains on portions of Cedardale Drive, Crossdale Avenue, Mondon Avenue, Lakeland Road, Elkhurst Street, Elgrace Street, and Hollyhock Street. The new water mains will increase water pressure to residential homes and assist in the circulation of water in the existing water system. Street reconstruction will be necessary on portions of Cedardale Drive due to the age and the material composition of the street. Construction of this project is expected to commence in January 2010.

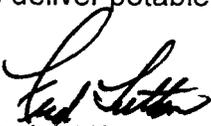
The total estimated cost of the project including administration, construction and project management is \$1,190,000. The approved 2006-07 budget for this project is \$825,000. The anticipated shortfall is \$365,000 at this time, however due to the current economy the actual dollar amount will not be identified until bids are opened. At award of contract, an appropriation will be requested from the Water Utility Authority to fund the project shortfall.

**FISCAL IMPACT**

The project is funded by the Water Fund. The project is expected to reduce future maintenance costs.

**INFRASTRUCTURE IMPACT**

The completion of these improvements will improve the integrity of the City's water system and enhance the ability of the City to deliver potable water to its residents.

  
Frederick W. Latham  
Executive Director

**Attachment(s):**  
Exhibit "A"

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

Date of Report: September 15, 2009

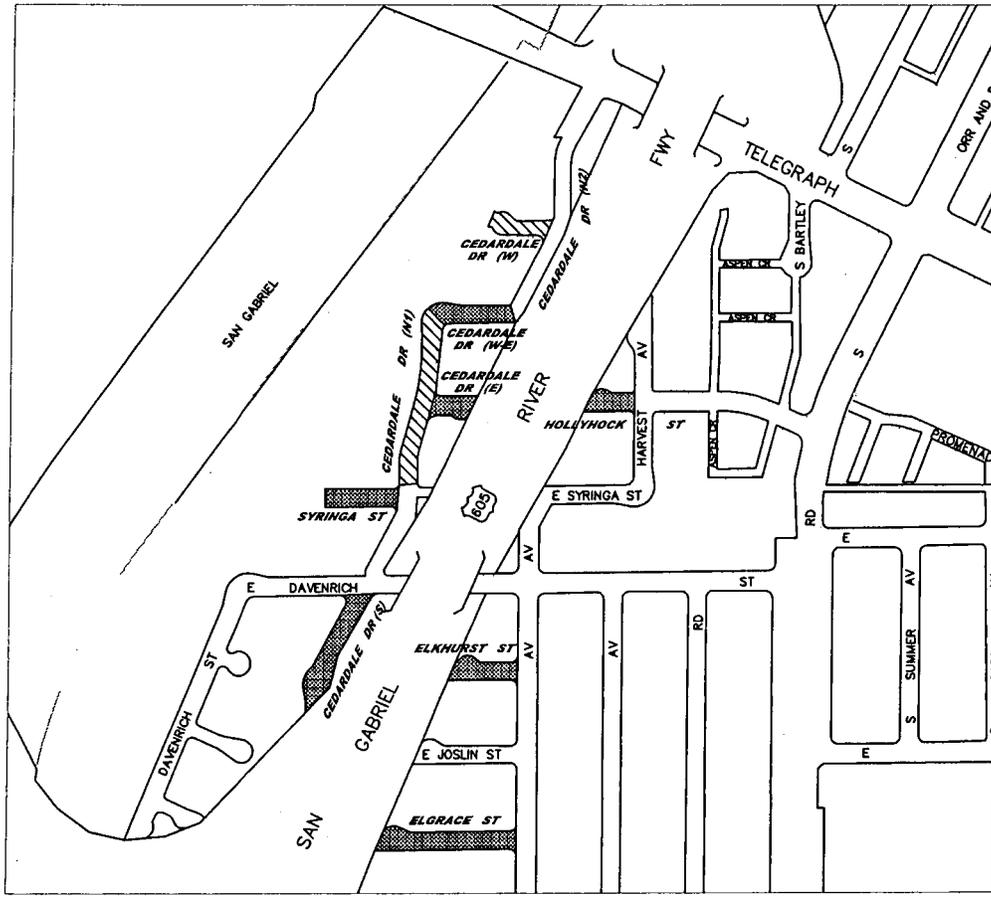
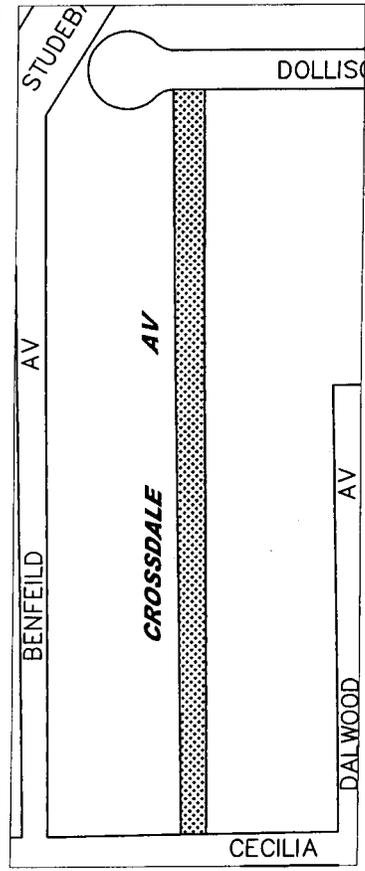
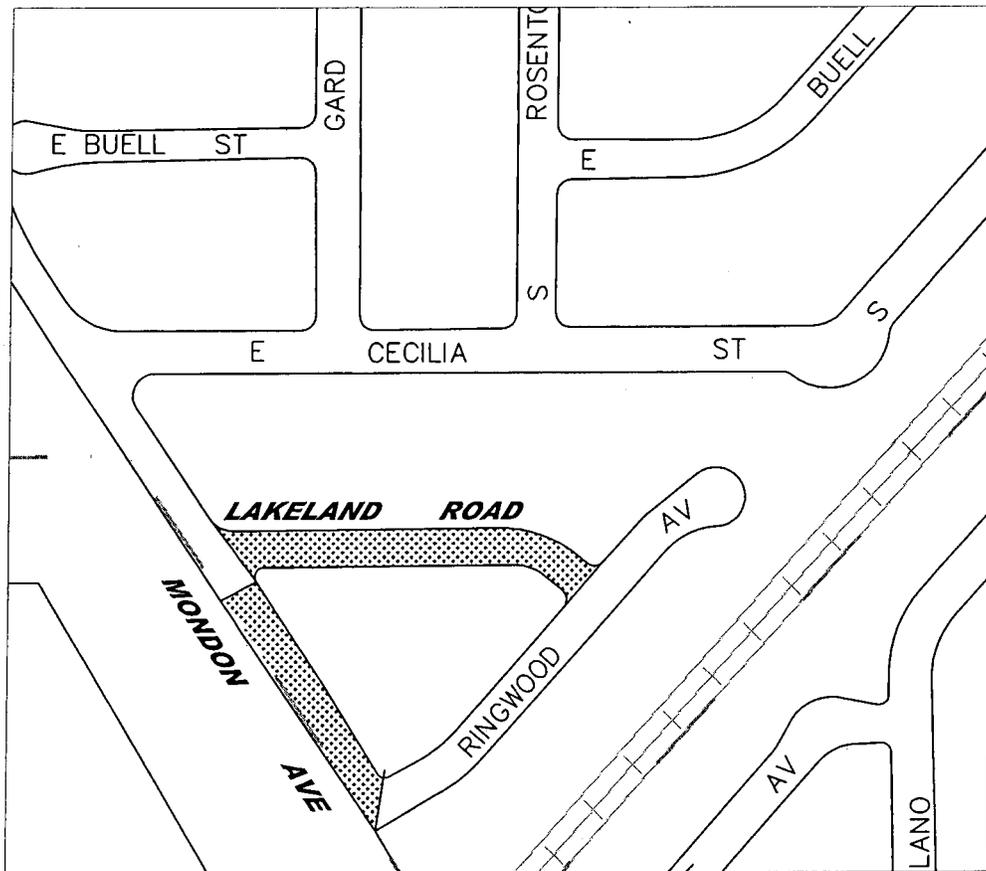


EXHIBIT "A"

-  New Water Main
-  Street Reconstruction



## MINUTES

### JOINT ADJOURNED MEETINGS OF THE COMMUNITY DEVELOPMENT COMMISSION CITY COUNCIL

CITY OF SANTA FE SPRINGS  
SEPTEMBER 9, 2009

1. **CALL TO ORDER**

Chairperson/Mayor Gonzalez, at 6:08 p.m., called the Community Development Commission and City Council meetings to order.

2. **ROLL CALL**

Present: Commissioners/Councilmembers Putnam, Rounds, Serrano, Velasco, Chairperson/Mayor Gonzalez

Also present: Fred Latham, City Manager; Barbara Earl, City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning and Development; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Maricela Balderas, Director of Parks & Recreation; Jose Gomez, Director of Finance & Administrative Services; Chris Crispo sitting in for Alex Rodriguez, Fire Chief

#### COMMUNITY DEVELOPMENT COMMISSION

3. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

Executive Director Paul Ashworth gave a status report on the rehabilitation work at the Villa Verde Section 8 Apartments, which, he reported, was funded by a grant of Community Development Commission set-aside funds.

4. **CONSENT AGENDA**

**Minutes**

- A. Minutes of the Community Development Commission Meeting of August 27, 2009

**Recommendation:** That the Commission approve the Minutes as submitted.

Vice-Chairperson Putnam moved to approve the Minutes. Commissioner Serrano seconded the motion, which carried unanimously.

## CITY COUNCIL

### 6. CONSENT AGENDA

#### **Minutes**

- A. Minutes of the City Council Meeting of August 27, 2009

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

#### **New Business**

- B. Amendment to Agreement for Street Sweeping and Graffiti Removal Services

**Recommendation:** That the City Council approve an amendment to the Agreement with American Sweeping Services Incorporated (Inc.) in order to facilitate the purchase of additional street sweeping equipment; and authorize the Mayor to execute the Agreement.

Councilmember Velasco moved to approve the Consent Agenda, including Item Nos. 6-A and 6-B. Councilmember Serrano seconded the motion, which carried unanimously.

### **ORDINANCE FOR PASSAGE**

7. Ordinance No. 1003 – Amending Chapter 50 of the City Code Regarding Solid Waste

**Recommendation:** That the City Council waive further reading and adopt Ordinance No. 1003, an ordinance amending Chapter 50 of the City Code.

City Attorney Skolnik read Ordinance No. 1003 by title as follows: An Ordinance of the City of Santa Fe Springs Amending Chapter 50 of the City Code Regarding Garbage and Refuse.

Councilmember Velasco moved to waive further reading and adopt Ordinance No. 1003. Councilmember Rounds seconded the motion, which carried by the following roll call vote:

AYES: Putnam, Rounds, Serrano, Velasco, Mayor Gonzalez

NOES:

ABSENT:

### **NEW BUSINESS**

8. Proposed Change of Traffic Collision Reporting Procedures

**Recommendation:** That the City Council adopt the proposed traffic collision reporting procedures in Santa Fe Springs when dealing with property damage only incidents and approve the implementation of the "Accident Information Exchange Card."

Fernando Tarin, Director of Police Services, gave an overview of the proposed changes to traffic collision reporting procedures.

Councilmember Rounds moved the recommendation. Mayor Pro Tem Putnam seconded the motion.

Discussion ensued by Council and staff.

Councilmember Serrano requested that the matter be tabled until Council could be provided with additional information regarding traffic accident statistics.

Councilmember Rounds withdrew his motion; Mayor Pro Tem Putnam concurred.

City Manager Latham stated the matter will be brought back to Council at the next meeting.

9. Vehicle Speed Feedback Signs

**Recommendation:** That the City Council approve the installation of Vehicle Speed Feedback Signs (VSFS) and regulatory sign modifications for the school zones located on the street segment of Orr and Day Road from Davenrich Street to Darcy Street.

Mayor Pro Tem Putnam moved the recommendation for Item No. 9. Councilmember Rounds seconded the motion, which carried unanimously.

Councilmember Serrano inquired as to how many signs will be installed.

Don Jensen, Director of Public Works, advised that two will be installed, one for each direction on Orr & Day Road.

Mayor Gonzalez inquired regarding the funding source.

Mr. Jensen advised the funding source was the Community Development Commission.

Councilmember Rounds inquired as to the permanence of the signs.

Mr. Jensen advised that the signs were considered permanent in that they are attached to poles which are set into the ground.

10. Authorization to Execute a Fund Exchange Agreement between the City of Santa Fe Springs and the Los Angeles County Metropolitan Transportation Authority

**Recommendation:** That the City Council authorize the Mayor to execute a Fund Exchange Agreement between the City and the Los Angeles County Metropolitan Transportation Authority ("Metro") in order to provide the city with \$570,000 in Proposition C 10% funds for the Norwalk/Santa Fe Springs Transportation Center Parking Improvement Project in exchange for \$570,000 in ISTEAs funds.

Mayor Pro Tem Putnam moved the recommendation for Item No. 10. Councilmember Velasco seconded the motion, which carried unanimously.

11. Approval of School Age Child Care Fees

**Recommendation:** That the City Council Approve a New FY 2009-10 School Age Child Care fee structure.

Councilmember Rounds moved the recommendation for Item no. 11. Mayor Pro Tem Putnam seconded the motion, which carried unanimously.

Mayor Gonzalez confirmed that if families are not eligible through MAOF for some reason, the City will provide a safety net for them until January 1<sup>st</sup>.

City Manager Latham confirmed that the City will make up the difference for those families who follow through with the MAOF and come up short.

Councilmember Serrano requested that staff keep tabs on each of the families and work closely with them to secure funding.

Maricela Balderas, Director of Family & Human Services, advised that staff had forwarded the files for each of the families to the MAOF to be re-certified; staff expected them to be processed within the next two weeks.

12. High Speed Rail Project

**Recommendation:** That the City Council direct staff to advise the California High Speed Rail Authority that unless our concerns are addressed, the City of Santa Fe springs will oppose the proposed project.

Tom Lopez, Assistant Director of Public Works, gave a brief presentation on the project.

Mayor Pro Tem Putnam moved the recommendation and the appointment of Councilmember Serrano as the Council liaison to the project. Councilmember Velasco seconded the motion, which carried unanimously.

**RECESS**

Chairperson/Mayor Gonzalez, at 6:40 p.m., recessed the meetings to go into Closed Session.

**COMMUNITY DEVELOPMENT COMMISSION**

**CLOSED SESSION**

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

**Property:** 13210 Telegraph Road

**Negotiating Parties:** Staff and Property Owner

**Under Negotiation:** Terms of Agreement

**RECONVENE**

Chairperson/Mayor Gonzalez, at 7:05 p.m., reconvened the meetings with all Commissioners/Councilmembers present.

**13. INVOCATION**

Mayor Pro Tem Putnam gave the Invocation.

**14. PLEDGE OF ALLEGIANCE**

Youth Leadership Committee members led the Pledge of Allegiance.

**INTRODUCTIONS**

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

Those who were present introduced themselves.

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

Wendy Meador of Tangram Interiors was present. She took the opportunity to introduce Teresa De La Mora, Relay for Life Survivors Chairperson, and presented Councilmembers with invitations to the upcoming American Cancer Society Relay for Life events.

**17. ANNOUNCEMENTS**

Mayor Gonzalez announced that Councilmember Rounds will be celebrating his birthday on September 16; a cake was brought out, and the audience sang Happy Birthday.

Ms. Balderas updated the Community Events Calendar.

**PRESENTATIONS**

**18. Proclaiming September 2009 as “National Alcohol and Drug Addiction Recovery Month”**

Sandra Dee George and clients of LA CADA were invited to receive the proclamation, which was read by Mayor Pro Tem Putnam; pictures with Council followed.

**19. Proclaiming September 11, 2009 as “A National Day of Service and Remembrance in Santa Fe Springs”**

Jerry Edwards and volunteers of Library Services were invited to receive the proclamation, which was read by Councilmember Serrano; pictures with Council followed.

**20. Proclaiming September 1, 2009 as the “City of Santa Fe Springs’ 2009 Fiestas Patrias Cultural Celebration”**

Eddie Ramirez, Family & Human Services Supervisor, gave an overview of the 2009 Fiestas event. Volunteers were invited to receive the proclamation, which was read by Mayor Gonzalez; pictures with Council followed.

**21. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

Committee Appointments

Councilmember Rounds announced that due to the resignation of Amat Barcelon from the Heritage Arts Advisory Committee, he would like to appoint Gus Velasco.

Councilmember Velasco appointed Hector Renteria to the Sister City Committee.

**22. Resignation of Amat Barcelon as Chairperson of the Heritage Arts Advisory Committee**

Mayor Gonzalez ordered the acceptance of Amat Barcelon's resignation without objection.

**23. ORAL COMMUNICATIONS**

Mayor Gonzalez opened Oral Communications and invited interested parties to come forward to address the Council.

Having no one come forward, Mayor Gonzalez closed Oral Communications.

**24. EXECUTIVE TEAM REPORTS**

City Manager Latham advised that all Fire personnel had returned home safely.

Councilmember Serrano announced that September 12 will mark the two-year anniversary of Mayor Pro Tem Putnam's fall and acknowledged what a blessing it was to have her recovered and working with the Council again.

**25. ADJOURNMENT**

Mayor Gonzalez, at 7:50 p.m., adjourned the Community Development Commission and City Council meetings in the memories of Cheryl Turner, co-owner of PDQ Rentals; and Jill Kapko, Client Services Manager for Whittier Mailing Services.

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Luis M. Gonzalez  
Chairperson/Mayor

ATTEST:

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Barbara Earl, CMC, City Clerk



## **NEW BUSINESS**

### **Request for Authorization to Submit a Grant Application to the U.S. Environmental Protection Agency for Brownfields Cleanup Grants..**

## **RECOMMENDATION**

It is recommended that the action:

1. Authorize the City Manager to submit up to three (3) Grant Applications to the U.S. Environmental Protection Agency for Brownfields Cleanup Grants of up to \$200,000 each to assist in cleaning properties that fall within the MC&C Commerce Center Sites III and IV, located on the north and south side of Telegraph Road and east of Bloomfield.
2. If the EPA grants are awarded to the City, authorize the City Manager to provide a 20% cost share for each grant (\$40,000 per grant) up to a total cost share of \$120,000.

## **BACKGROUND**

The U.S. Environmental Protection Agency (EPA) is inviting applicants to take advantage of portions of \$35.1 million in funding that is being made available in Brownfields Cleanup Grants. These grants are open to all qualifying properties nationwide, and the EPA anticipates awarding an estimated 163 cleanup grants in a very competitive process. Applicants can apply for up to three grants of up to \$200,000 each to assist in cleaning up properties that are contaminated, including those containing petroleum products.

Staff is proposing to submit three grant applications for the parcels that fall within the 18.6 acres of the proposed MC&C Commerce Center Sites III and IV, located at the north and south sides of Telegraph Road and east of Bloomfield Avenues (see attached map). For purposes of the application, the parcels will be divided into three groups to maximize the possibility of receiving a grant. These parcels are contaminated with petroleum products and will require soil remediation and oil well abandonment and re-abandonment prior to redevelopment. These parcels are within the Consolidated Redevelopment Project Area. The grant applications will seek funding for well abandonment and re-abandonment work and related clean-up costs to make the properties ready for development. The EPA requires the applicant to cost-share up to 20% for each grant, or up to \$40,000 per \$200,000 grant.

FISCAL IMPACT

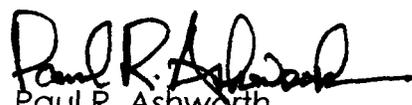
If the EPA grants are awarded to the City, the City will be required to cost-share up to \$120,000 of CDC funds. If the grants are approved, it is recommended that up to \$120,000 be appropriated from available taxable bond funds.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.



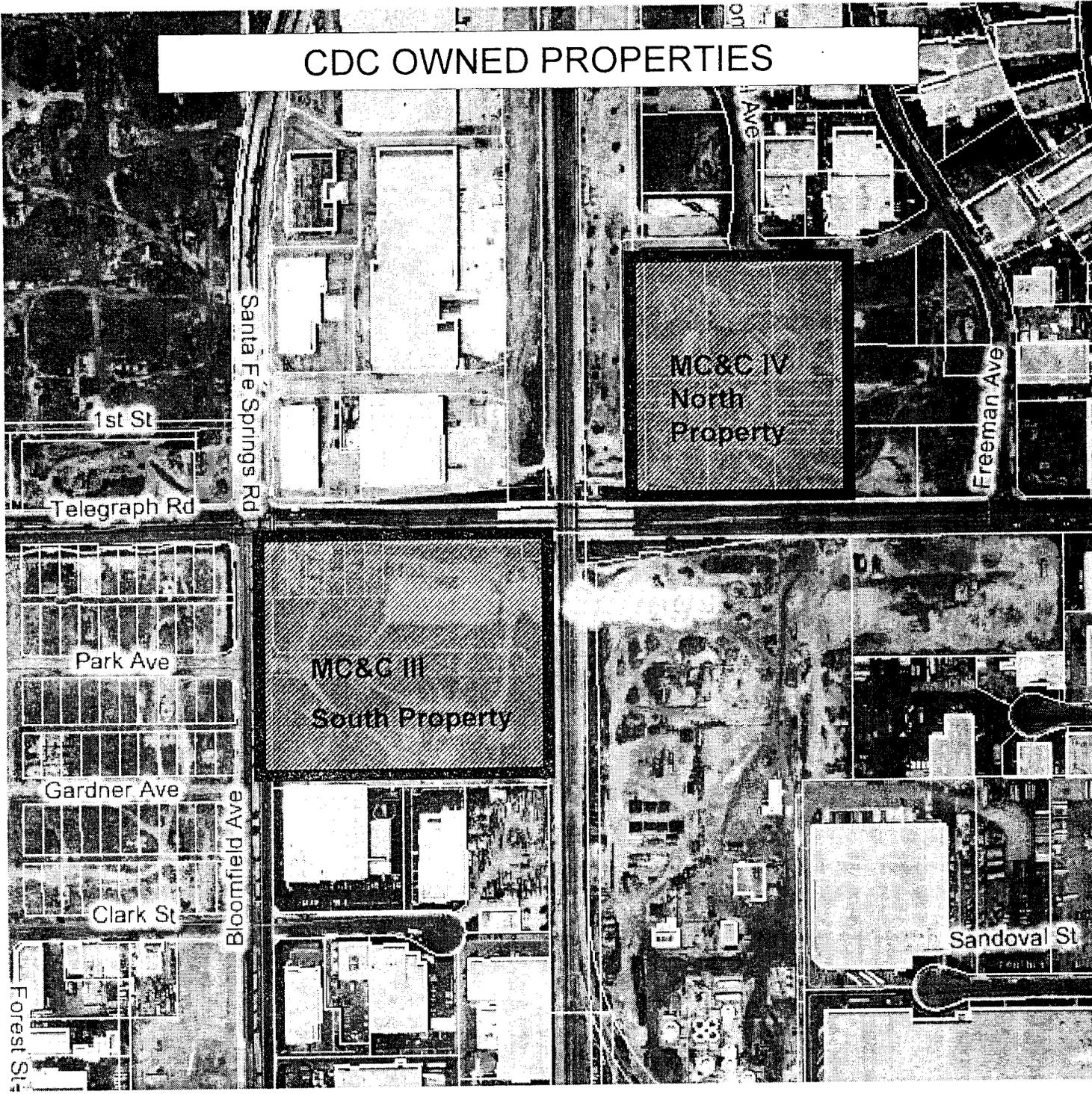
Frederick W. Latham  
City Manager



Paul R. Ashworth  
Executive Director

Attachment: Parcel Map

# CDC OWNED PROPERTIES





# City of Santa Fe Springs

Community Development Commission Meeting

September 24, 2009

## **NEW BUSINESS**

Resolution No. 241-2009 – Request for Advances to the Community Development Commission for Purposes of the Consolidated Redevelopment Project.

### RECOMMENDATION:

That the Community Development Commission adopt Resolution No. 241-2009 requesting such advances and authorize the Chairperson to execute two promissory notes in the amount of \$5,152,000 and \$3,494,000.

### BACKGROUND

As it does every year, the Consolidated Redevelopment Project requires an advance of funds from the City of Santa Fe Springs Redevelopment Revolving Fund to finance administrative, operational and capital costs. This year the necessary advance amount is \$5,152,000. Additionally, it is necessary to carry-over \$3,494,000 of an original \$6,600,000 advance for land assembly purposes. Both advances will accrue interest at twelve percent, as allowed by State law. The Consolidated Project also has \$1,000,000 due to the CDC's own Housing Set-Aside fund as a result of an internal loan made to fund a State "ERAF takeaway" from redevelopment agencies several years back.

### FISCAL IMPACT

At this time the Consolidated Redevelopment Project Debt Service Fund has sufficient resources to repay \$5,152,000 plus accrued interest payable on the outstanding advances. Additional debt service monies are being held to meet other upcoming debt obligations. Given the twelve percent interest rate and the level of the City's Redevelopment Revolving Fund, these timing considerations are acceptable to the City.

Paul R. Ashworth  
Executive Director

Frederick W. Latham  
City Manager

### Attachments:

Resolution No. 241-2009  
Promissory Notes

**RESOLUTION NO. 241-2009**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REQUESTING ADVANCES FROM THE CITY OF SANTA FE SPRINGS FOR THE PURPOSES OF THE CONSOLIDATED REDEVELOPMENT PROJECT**

**WHEREAS**, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Consolidated Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

**WHEREAS**, the Commission has incurred and will continue to incur obligations for such purpose; and

**WHEREAS**, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et.seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

**NOW, THEREFORE**, the Commission Board of the Community Development Commission of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

**Section 1.** Pursuant to the provisions of said Section 33600, et.seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs advances in the amount of \$5,152,000 and \$3,494,000 as of September 24, 2009.

**Section 2.** The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33600, et.seq., of the Health and Safety Code.

**Section 3.** Such loans shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2010.
- (c) Payable from accumulated tax increment funds in excess of those pledged for payment of Commission bonded indebtedness, or from any other funds available to the Commission from which such payment may legally be made.

**Section 4.** The Chairperson and Secretary of the Commission are hereby authorized and directed to execute, on behalf of the Commission, a promissory note to the City of Santa Fe Springs in accordance with the provision of Section 3 hereof.

**PASSED AND ADOPTED** this 24th day of September 2009

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

**PROMISSORY NOTE - \$5,152,000 (New Advance)**

SANTA FE SPRINGS, CALIFORNIA

September 24, 2009

On or before September 30, 2010, for value received, the undersigned Commission promises to pay to the City of Santa Fe Springs, on order at Santa Fe Springs, California the sum of Five Million One Hundred Fifty Two Thousand (\$5,152,000) with interest thereon from the executed date herein, at the rate of twelve percent per annum, interest payable at maturity with principal. Repayment of this advance is and shall be subordinate to the payment of debt service on the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A; the Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A and Series B; Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2002 Series A; and the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2001 Series A.

REFERENCE: The Consolidated Redevelopment Project

Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest is payable in lawful money of the United States. If action be instituted on this note, the undersigned Commission promises to pay such sum as the Court may fix as attorney's fees.

COMMUNITY DEVELOPMENT COMMISSION OF THE  
CITY OF SANTA FE SPRINGS

By \_\_\_\_\_  
Chairperson

**PROMISSORY NOTE - \$3,494,000 (Carryover Advance)**

SANTA FE SPRINGS, CALIFORNIA

September 24, 2009

On or before September 30, 2010, for value received, the undersigned Commission promises to pay to the City of Santa Fe Springs, on order at Santa Fe Springs, California the sum of Three Million Four Hundred Ninety Four Thousand (\$3,494,000) with interest thereon from the executed date herein, at the rate of twelve percent per annum, interest payable at maturity with principal. Repayment of this advance is and shall be subordinate to the payment of debt service on the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A; the Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A and Series B; the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2002 Series A; and the Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2001 Series A.

REFERENCE: The Consolidated Redevelopment Project

Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest is payable in lawful money of the United States. If action be instituted on this note, the undersigned Commission promises to pay such sum as the Court may fix as attorney's fees.

COMMUNITY DEVELOPMENT COMMISSION OF THE  
CITY OF SANTA FE SPRINGS

By \_\_\_\_\_  
Chairperson



# City of Santa Fe Springs

Community Development Commission Meeting

September 24, 2009

## **NEW BUSINESS**

### Resolution No. 242-2009 – Request for Advance to the Community Development Commission for Purposes of the Washington Boulevard Project

#### RECOMMENDATION:

That the Community Development Commission adopt Resolution No.242-2009 requesting such advance and authorize the Chairperson to execute the promissory note in the amount of \$200,000.

#### BACKGROUND

As it periodically does, the Washington Boulevard Redevelopment Project requires an advance of funds in the amount of \$200,000 from the City of Santa Fe Springs Redevelopment Revolving Fund to finance administrative, operational and capital costs. The advance will accrue interest at twelve percent, as allowed by State law. The Community Development Commission Treasurer has prepared the necessary documents.

#### FISCAL IMPACT

At this time the Washington Boulevard Redevelopment Project Fund has sufficient resources to repay \$200,000 plus accrued interest payable. Given the interest rate and the availability of funds in the City's Redevelopment Revolving Fund, these timing considerations are acceptable to the City.

Paul R. Ashworth  
Executive Director

Frederick W. Latham  
City Manager

#### Attachments:

Resolution No. 242-2009  
Promissory Note

**RESOLUTION NO. 242-2009**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT  
COMMISSION OF THE CITY OF SANTA FE SPRINGS,  
CALIFORNIA REQUESTING AN ADVANCE FROM THE CITY  
OF SANTA FE SPRINGS FOR THE PURPOSES OF THE  
WASHINGTON BOULEVARD REDEVELOPMENT PROJECT**

**WHEREAS**, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Washington Boulevard Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

**WHEREAS**, the Commission has incurred and will continue to incur obligations for such purpose; and

**WHEREAS**, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et. seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

**NOW, THEREFORE**, the Commission Board of the Community Development Commission of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

**Section 1.** Pursuant to the provisions of said Section 33600, et. seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs an advance in the amount of \$200,000 as of September 24, 2009.

**Section 2.** The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33620, et. seq., of the Health and Safety Code.

**Section 3.** Such loans shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2010.
- (c) Payable from accumulated property tax increment and sales tax increment in accordance with the "Agreement For Reimbursement of Tax Increment Funds" between the City of Santa Fe Springs, the Redevelopment Agency of the City of Santa Fe Springs and the County of Los Angeles, signed by the City and Agency on April 23, 1987.

**Section 4.** The Chairperson and Secretary of the Commission are hereby authorized and directed to execute, on behalf of the Commission, a promissory note to the City of Santa Fe Springs in accordance with the provision of Section 3 hereof.

**PASSED AND ADOPTED** this 24th day of September 2009.

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Chairperson

ATTEST:

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Secretary

**PROMISSORY NOTE - \$200,000 (New Advance)**

SANTA FE SPRINGS, CALIFORNIA

September 24, 2009

On or before September 30, 2010, for value received, the undersigned Commission promises to pay to the City of Santa Fe Springs, on order at Santa Fe Springs, California the sum of Two Hundred Thousand (\$200,000) with interest thereon from the executed date herein, at the rate of twelve percent per annum, interest payable at maturity with principal.

REFERENCE: The Washington Boulevard Redevelopment Project

Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest is payable in lawful money of the United States. If action be instituted on this note, the undersigned Commission promises to pay such sum as the Court may fix as attorney's fees.

COMMUNITY DEVELOPMENT COMMISSION OF THE  
CITY OF SANTA FE SPRINGS

By \_\_\_\_\_  
Chairperson



## **New Business**

### **Authorization for Sole Source Acquisition of Library Self-Checkout and Materials Handling System**

#### **RECOMMENDATION**

Authorize the Director of Purchasing Services to purchase a Library self-checkout and materials handling system (including an automated shelf-reading and book/DVD tagging components), from Integrated Technology Group (ITG) as a sole source acquisition for an amount not to exceed \$120,000.

#### **BACKGROUND**

The CDC's authorization and appropriation of funding for the Library Renovation and Modernization Project included the installation of Library automation technologies.

Staff has met with several vendors and consulted with other City Librarians in designing an automated system that is compatible with the City's collection size and circulation demands. Another overriding criterion was the automated system's flexibility to interface with either the current lending network (City of Downey) or a new and/or expanded lending network in the future.

After reviewing several systems with the same specifications, staff determined that they were comparable in terms of performance and cost. However, staff determined that only the system offered by ITG provided the flexibility to interface with a new library lending network if this option was exercised by the City Council in the future. The other systems would be obsolete if a change in the lending network was made.

Staff recommends purchasing a Library self-checkout and materials handling system from Integrated Technology Group (ITG) as a sole source acquisition for the reason of providing the City Council the option of changing library lending networks in the future without rendering the library automated system obsolete.

#### **FISCAL IMPACT**

The funding for the Library Renovation and Modernization Project is included in the Six Year Capital Improvement Program FY 200607 through FY 2011-2012.

**INFRASTRUCTURE IMPACT**

The Library self-checkout and materials handling system will enhance the quality of service to Library patrons by freeing staff to provide more in-depth help and quality programming to patrons and their families; the technology will also eliminate or greatly reduce repetitive stress issues for staff.



Frederick W. Latham  
City Manager



Paul R. Ashworth  
Executive Director

**Attachment(s)**

None.

**PLEASE REFER TO ITEM NO. 8A**



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## NEW BUSINESS

### Agreement with Los Angeles County Department of Public Works for Inclusion of City Arterials in the County's Traffic Signal Synchronization Program (TSSP)

#### RECOMMENDATION

That the City Council take the following actions:

1. Approve the Agreement with Los Angeles County Department of Public Works to include City Arterials in the County's Traffic Signal Synchronization Program ; and
2. Authorize the City Manager to execute the Agreement on behalf of the City.

#### BACKGROUND

The Los Angeles County Department of Public Works has provided coordination timing for various arterial highways that are considered regionally significant highways that traverse and are operated by several local agencies. Sections of these arterials are within the City of Santa Fe Springs. The City and County have previously cooperated in implementing traffic signal synchronization projects on various arterials. The list of arterials includes Florence Avenue, Rosecrans Avenue, Valley View Avenue, Telegraph Road, Alondra Boulevard, and Carmenita Road. The purpose of this agreement is to memorialize the understanding between the County and the City regarding their rights, obligations and duties with respect to the TSSP. Basically, the City will continue to be responsible for the operation and maintenance of the traffic signals along its arterials and would be responsible for the basic signal timing and to maintain the coordination timing. The County would provide coordination timing as well as cooperate with the City to resolve any operational issues associated with the coordination timing.

#### FISCAL IMPACT

There is no fiscal impact.

#### INFRASTRUCTURE IMPACT

The providing of coordination timing by the County should improve arterial traffic conditions and traffic flow thus saving motorists time and improving air quality.

Frederick W. Latham  
City Manager

Attachment(s)  
Agreement

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

Date of Report: September 14, 2009

15-B

## A G R E E M E N T

This AGREEMENT, made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

## W I T N E S S E T H

WHEREAS, Florence Avenue From Old River School Road to Hawes Street, Imperial Highway from Bloomfield Avenue to Duffield Avenue, Rosecrans Avenue from Maryton Avenue to Valley View Avenue, Valley View Avenue from Rosecrans Avenue to 5 Freeway, Telegraph Road from 605 Freeway to Gunn Avenue, Alondra Boulevard from Shoemaker Avenue to Valley View Avenue, and Carmenita Road from Imperial Highway to Alondra Boulevard, hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS;

WHEREAS, CITY and COUNTY have previously cooperated, in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the TSSP.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

- (1) CITY AGREES:
- a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY's jurisdiction.
  - b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.
  - c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multi jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.
  - d. To accept full and complete ownership of, responsibility for, and to maintain

in good condition and at CITY expense all improvements constructed through individual TSSP Projects within CITY'S JURISDICTION, including the timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.

- e. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY'S preparation of an annual report for the MTA as referred to in Paragraph (2)c. below.

(2) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY'S jurisdiction.
- b. As a part of construction of individual TSSP Projects, to develop and implement the traffic signal coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To file routine reports with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling an operational status from individual cities along the ARTERIALS.
- d. Upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City of Santa Fe Springs General Service Agreement no. 74946 , COUNTY will cooperate with CITY in a reasonable and timely fashion to resolve any operational issues associated with the coordination timing.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Thomas R. Lopez  
Assistant Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

COUNTY: Mr. William Winter  
Assistant Deputy Director  
Traffic and Lighting Division  
County of Los Angeles, Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- d. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
  
- e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duty authorized, by the CITY OF SANTA FE SPRINGS on \_\_\_\_\_, 2009 and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2009.

ATTEST:

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF SANTA FE SPRINGS

By \_\_\_\_\_  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

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



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **AWARD OF BID**

Award Bid to Altec Industries, Inc. for a Thirty-Seven Foot Aerial Device

### RECOMMENDATION

- 1) That the City Council award a bid to Altec Industries Inc.
- 2) Authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

### BACKGROUND

The City Council has approved funds in the Fiscal Year 09/10 budget for the replacement of an aerial device and truck which are used in the Public Works Department by the Traffic Signal & Street Lighting Crew. The recommended purchase falls within the Council approved budget.

The Fiscal Year 09/10 vehicle replacement plan identified Unit 458 for disposition due to age and mileage. Overall it has become cost prohibitive to invest in continued repairs to this vehicle. The new unit will provide a service body that has a more versatile working platform than the "van" type aerial equipment now in use.

The Director of Purchasing Services has solicited bids and requests approval to award to Altec Industries, Inc. based on the below-received bids.

<u>VENDOR</u>	<u>BID AMOUNT</u>
Altec Industries, Inc.	\$60,824.55
Terex Utilities, Inc.	63,338.92
M & M Lifts	Incomplete

A handwritten signature in black ink, appearing to read "F. Latham".

Frederick W. Latham  
City Manager



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **NEW BUSINESS**

Authorization to Advertise for Construction of the Norwalk/Santa Fe Springs Transportation Center Parking Improvements Project

### **RECOMMENDATION**

That the City Council authorize the City Engineer to advertise for construction bids for the Norwalk/Santa Fe Springs Transportation Center Parking Improvements Project.

### **BACKGROUND**

The CDC previously purchased the former Neville Chemical site at 12800 Imperial Highway with Federal, state and local funds so that the City could provide additional parking spaces for the Norwalk/Santa Fe Springs Transportation Center.

Plans and specifications are complete and the Public Works Department is ready to advertise for construction bids for this project. As proposed, this project will add 250 parking spaces to the Santa Fe Springs side of the station. This will involve grading, paving, lighting and striping. The total estimated cost of the project, including engineering, construction, inspection and contingency is \$1,075,000.

This project is funded by grant of local Prop. C funds from the Los Angeles County Metropolitan Transportation Authority. No City funds are being spent.

Plans are on file with the City Clerk for City Council review.

### **FISCAL IMPACT**

It is anticipated that the parking fees revenue from the 250 additional parking spaces will reduce the annual Operations and Maintenance cost to the City of Santa Fe Springs by approximately \$29,000 (from approximately \$137,000 to approximately \$108,000). These costs are paid from the City's Prop. A local return funds from the Los Angeles County Metropolitan Transportation Authority.

### **INFRASTRUCTURE IMPACT**

The project will develop a contaminated site into a productive use and will provide much needed additional parking to the Transportation Center.

Handwritten signature of Frederick W. Latham.

Frederick W. Latham  
City Manager

### **Attachment(s)**

None.

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

Date of Report: September 16, 2009

15D



**UNFINISHED BUSINESS**

Proposed Change of Traffic Collision Reporting Procedures

**RECOMMENDATION:**

It is recommended that the City Council adopt the proposed traffic collision reporting procedures in Santa Fe Springs when dealing with property damage only incidents and approve the implementation of the "Accident Information Exchange Card."

**BACKGROUND**

Currently, Santa Fe Springs Policing Team responds to all property damage traffic collisions to conduct an investigation. The investigation includes taking measurements, taking statements from involved parties and witnesses, handling the disposition of vehicles, and completing a collision report with associated diagrams and sketches.

Once the initial report is completed by the officer, the report is forwarded to the traffic investigator for a full review. When approved for accuracy and completeness, the report is then sent to the records bureau for entry into its records management system.

On average, the Santa Fe Springs Policing Team personnel spend a little more than an hour and fifteen minutes on every property-damage-only traffic collision (TCPD) report. This conservative figure takes into account all entities involved in the investigation and processing of a single report. In addition to this time, policing team personnel are called upon to be deposed and at times testify in civil proceedings between the involved parties and insurance companies.

The following table represents the past three-year history of property-damage-only traffic collision reports in the City since 2006:

<b>Year</b>	<b>Total Collisions</b>	<b>Year to Date TCPD</b>	<b>% of TCPD</b>
2006	800	572	71.5%
2007	668	411	61.5%
2008	727	308	42.5%

The current practice of documenting all property-damage-only traffic collisions is not mandated by law. The California Vehicle Code only obligates the parties involved in the collision to exchange pertinent personal information. The law only legally obligates an officer to document traffic collisions that result in injury or death.

In 2006, the Whittier Police Department (WPD) received approval from the Whittier City Council to cease taking property-damage-only traffic collision reports, and implement an "Accident Information Exchange Card" in its place. The change in procedure would still require officers to continue to respond to the scene as needed to facilitate the exchange information, and to request any external resources to clear the roadway.

At that time, the City's Department of Police Services elected not to make its recommendation to the Santa Fe Springs City Council. Staff believed that it would be best to see how this change in policy would impact the residents in Whittier before making its recommendation for Santa Fe Springs.

It has been over three years since WPD has adopted the policy and they indicate that they have not had any related complaints associated with the change in procedure. In addition, the staff has learned that a significant number of law enforcement agencies in Los Angeles and Orange County no longer document property-damage-only traffic collisions utilizing police reports.

At its last meeting, the City Council requested additional data before making its decision. The additional data requested has been attached to this report and was also provided for City Council review prior to this meeting.

Therefore, staff is recommending that the City Council adopt proposed traffic collision reporting procedures for Santa Fe Springs when dealing with property-damage-only. With the absence of criminal involvement, property-damage-only traffic collisions are civil matters, documented and resolved by insurance companies.



Frederick W. Latham  
City Manager

Attachment(s)

City Council Requested Data

## City Council Requested Data

The following information is intended to address concerns and request for clarification from the City Council.

1. **Santa Fe Springs resident involvement in property damage only collisions (TCPDs).**

Staff has reviewed SFS property-damage-only traffic collision reports from 2008. Out of 308 reports, only 61 collisions involved a Santa Fe Springs resident. **This means that 80% of TCPDs in Santa Fe Springs involved drivers who do not reside in the city.** To ensure consistency, staff also looked at injury collisions. Only 19% of injury collisions involved Santa Fe Springs residents.

2. **Public Safety Officers (PSO's) role in the handling and processing of TCPD's.**

PSO's and Officers carry an equal share of taking TCPD reports in Santa Fe Springs. The last analysis on this subject showed a 50/50 Officers/PSO's workload distribution for reports taken. Officers handle TCPDs when PSO's are not on duty or are busy on other calls for service.

**The collection of initial information in the field is the extent of PSO involvement in TCPDs.**

Every report taken in the field is forwarded to the records bureau where narratives are transcribed and information from the field report are entered into the records management system. From there, the report is sent to the traffic bureau where traffic officers/analyst review the report for accuracy and extract needed information for state reporting requirements. If approved, the report will be sent back to the records bureau for final processing and filing. With just about every TCPD report, insurance company request will result in additional staff time for photocopying and mailing numerous copies of finalized reports.

3. **Exceptions to the proposed TCPD Procedures**

Officers will continue to document property-damage-only traffic collisions involving hit-and-runs, city property, DUI, and incidents where at least one party is unlicensed or does not have proof of insurance.

4. **Use of time freed up by proposed TCPD Procedures.**

On average, Santa Fe Springs policing team personnel spend 1.25 hours on every property-damage-only traffic collision reports. In 2006, 715 hours were spent by Santa Fe Springs and Whittier staff to take and process Santa Fe Springs TCPD reports. In 2007, the number was 513 hours and in 2008 the number was 422 hours.

The work hours that will be freed up as a result of the proposed TCPD procedures will be used for a variety of purposes. Officers will gain additional patrol time to detect criminal activity, work projects in their CPA's, and further reduce traffic collisions in the city. PSO's will be able to use the additional time to concentrate on their assigned area for the purpose of addressing quality of life issues in city neighborhoods. Records staff will be able to work more efficiently on processing other police reports and balance workload management with last year's reduction of a PSA position.

5. **Financial impact of new TCPD procedures**

Since officers, PSO's, records and traffic bureau personnel will still be working, there is no cost savings as a result of the proposed TCPD procedures. The proposed procedure will allow the city to utilize police resources in a more effective and efficient manner. Since TCPDs are a civil matter between two parties and their insurance companies, they do not warrant or justify the use of police and city resources for documentation and investigation. In addition, since most collisions are not observed by officers and since most vehicles are moved out of the roadway prior to police arrival, there is little evidentiary value to a report that consumes valuable work hours to prepare and process.

The estimated costs associated with taking and processing TCPD's in 2008 was \$16,800.



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **NEW BUSINESS**

Approval to Purchase A Portion of the Property Located at 13939 Borate Street, APN 8069-007-023, from Hospira, Inc.

### RECOMMENDATION

That the City Council approve a Purchase and Sale Agreement to Acquire 12,700 Square Feet of Assessor's Parcel No. 8069-007-023 at a Cost of \$30 Per Square Foot, [\$381,000] and Authorize the City Attorney, City Manager, and City Engineer to Prepare and Sign all Required Documents.

### BACKGROUND

Following authorization granted by the City Council staff prepared and sent an offer letter to Hospira Inc. owner of the property located at 13939 Borate Street to acquire a 12,700 sq. ft. portion of a larger lot. The offer to purchase was based on an appraisal prepared by R.P. Laurain and Associates which set the value at \$30 per sq. ft. or \$381,000. The property is to be used to drill a new domestic water well.

After a brief negotiation, Mr. Thomas Lockowitz, VP for Administrative Services for Hospira Inc. has agreed to sell the City approximately 12,700 sq. ft. of property at \$30 per sq. ft. The precise purchase price will not be established until the lot has been surveyed and a parcel map has been prepared, but the total cost will be very close to \$381,000. The area to be acquired is shown on the attached site plan. Also enclosed is a copy of the offer letter countersigned by Mr. Lockowitz and a Purchase and Sale Agreement prepared by the city attorney.

### FISCAL IMPACT

Based on 12,700 square feet, it will cost \$381,000 to acquire the vacant parcel. Furthermore, staff estimates that \$2.5 to \$3.5 million will need to be expended in the future to drill the new water well and purchase pumps, surge tanks, filters, piping, and other support equipment to bring the well on-line. Funds have been appropriated in the current budget for the purchase of the property and construction of the new well.

Report Submitted By: A.C. Lazzaretto

A handwritten signature in black ink, appearing to be "A.C. Lazzaretto".

Date of Report: September 15, 2009

17

**INFRASTRUCTURE IMPACT**

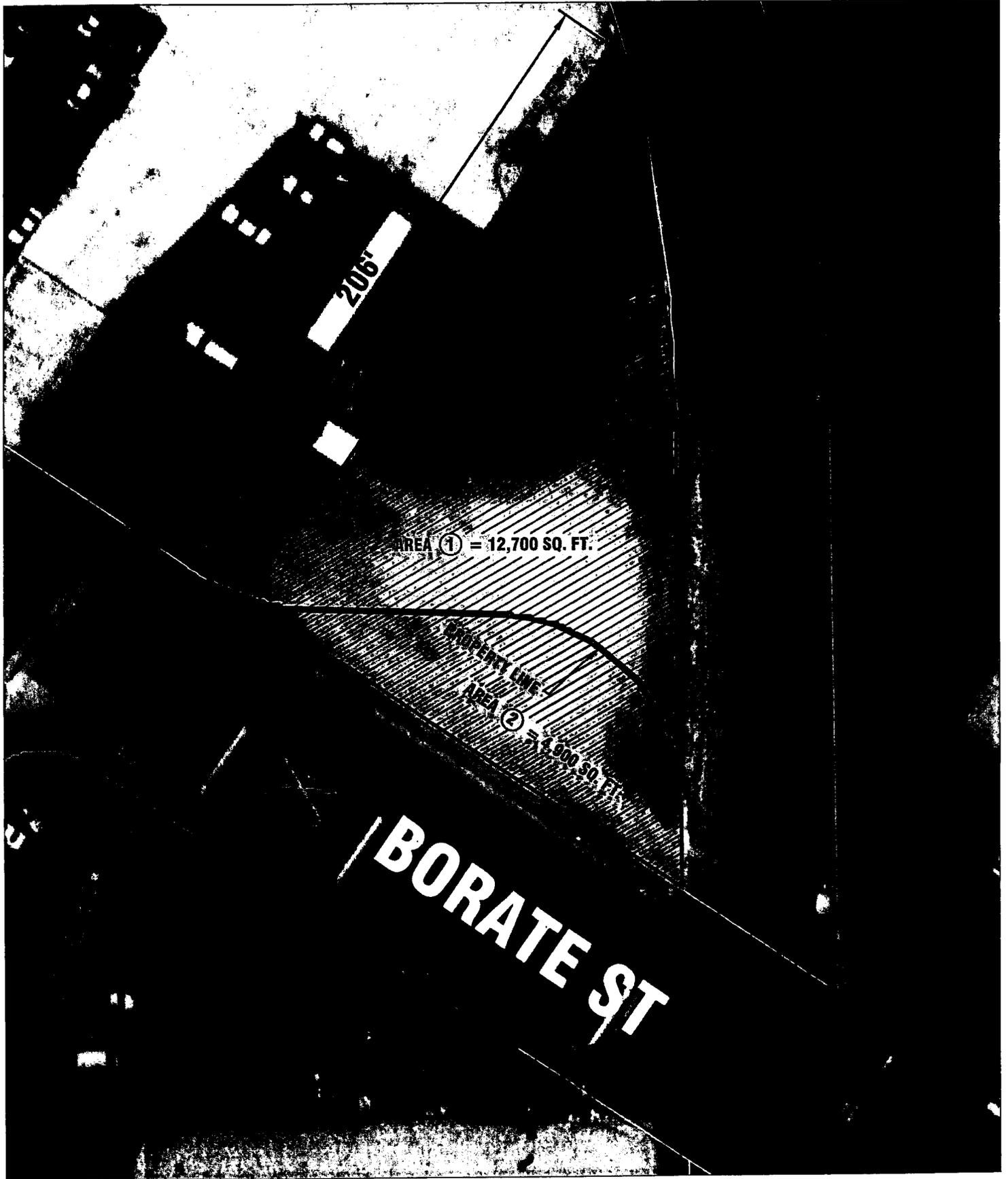
There will be a positive impact on the water system infrastructure as a result of this action. The City will eventually use the Site to drill a well that will provide high quality domestic water to the businesses and residents of Santa Fe Springs.



Frederick W. Latham  
City Manager

**Attachment(s):**

Location and site maps 13939 Borate Street  
Revised Offer Letter to Purchase a Portion of APN 8069-007-023  
Purchase and Sale Agreement



**PROPOSED PROPERTY ACQUISITION  
HOSPIRA, INC.**

**LEGEND**

- ① AREA OF ACQUISITION
- ② CITY OWNED PROPERTY

**SCALE: 1" = 40'**



# 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)

August 13, 2009

Mr. Thomas Lockowitz  
Hospira, Inc.  
Attn: Karen L. Eltz  
275 N. Field Drive, NRLE, Bldg. H4  
Lake Forest, IL 60045

**SUBJECT: Revised Offer to Purchase a Portion of the Industrial Property Located at 13939 Borate Street, Assessor's Parcel No: 8069-007-023, in the City of Santa Fe Springs California**

Dear Mr. Lockowitz:

This letter is being sent to you as the apparent record owner of the above identified property (hereafter "the Site"), further described in Exhibit "A" attached hereto, located within the City of Santa Fe Springs, California. The City of Santa Fe Springs (hereafter "City") hereby offers to purchase a portion of the Site (hereafter "the Property"). The Property is sought for public purposes, namely the construction of a domestic water well and appurtenances thereto; the City wishes to acquire the fee interest in the Property.

The Property has been appraised by a professional real estate appraiser retained by the City. The date of value of the Property was determined by the appraiser as of June 15, 2009. Based on the physical characteristics of the Property, industrial use in the surrounding area and the current zoning (M-2 Heavy Industrial), the appraiser has determined that the highest and best use of the Property is for industrial purposes in accordance with the existing zoning. The appraiser has also determined that severance damages and benefits will not accrue to the Property or the Site by virtue of the partial taking, or construction of the public project in the manner proposed.

The City is offering the full amount reflected in the appraisal as the fair market value for the Property. In compliance with California law, the appraised value disregards any increase or decrease in the fair market value of the Property that occurred prior to the date of valuation that was caused by the public improvement for which the Property may be acquired other than a decrease due to physical deterioration of the Property within the reasonable control of the Property owner(s) or any occupant(s). Also in compliance with California law, the appraised value does not reflect consideration of, or make allowance for, any relocation

Thomas Lockowitz  
Hospira Inc.  
August 13, 2009  
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assistance and payments, any payments for goodwill or other benefits under California Government Code § 7262, et seq. or California Code of Regulations § 6100, et seq.

Attached hereto as Exhibit "B" is a summary of the basis of the City's appraisal fixing the amount established by the City as just compensation for the Property. The City is offering to purchase approximately 12,700 square feet of the Property for \$381,000 for all interests it seeks to acquire in the Property. Attached is a plat map showing the area that the City wishes to acquire.

The City is aware that a lot subdivision will be required in order to complete the transaction. The City is prepared to take responsibility to create a legal parcel of the Property and make certain that the remaining portion of the Site is also maintained as a legal parcel. Final compensation for the Property will be based on the actual square footage of the Property once the site has been surveyed and the exact size of the Property is determined. The City will pay all necessary escrow fees, charges and costs which arise out of this acquisition, including, but not limited to all title and survey charges as well as transfer taxes.

This offer is for title to the fee interest in the Property. Payment will be made when the title to the Property vests in the City free and clear of all recorded or unrecorded liens, encumbrances, assessments, encroachments, leases and taxes, except:

1. Taxes for the year in which the Property is purchased shall be prorated to close of escrow;
2. Covenants, conditions, restrictions and reservations of record that do not interfere with the City's proposed use of the Property;
3. Easements or rights-of-way over the land for public or quasi-public utility or public street purposes, if any; and
4. Any other interests in the Property or exceptions to title appearing on a preliminary title report or litigation guarantee which are accepted by the City in writing through escrow.

This offer is made with the understanding that the City will acquire the Property "as is" WHERE IS and WITH ALL FAULTS. The City reserves the right to enter the Property for the purpose of conducting soils, toxic and hazardous substances investigations, and this offer is subject to modification depending on the results of such investigations. All investigations and/or assessments to be at the sole cost of the City and copies of which shall be provided to Hospira upon receipt.

If this offer is acceptable to you, please so indicate to the undersigned in writing. Upon your acceptance, the City will prepare and forward to you an agreement which will contain details

Thomas Lockowitz  
Hospira Inc.  
August 13, 2009  
Page 3 of 7

pertaining to the acquisition. Upon receipt of a signed agreement, the matter will be reviewed by the City Council, which has final ratification authority.

If for any reason you are not satisfied with this offer of just compensation and have relevant information regarding the value of the Property that you would like the City to consider, it will be happy to do so. In addition, you should be aware that in the event negotiations fail to result in an agreement, and the City decides to proceed with the acquisition of the Property through eminent domain, you have the right to have the amount of just compensation paid by the City for the Property fixed by a court of law. Toward this end, California law stipulates that you have the right to obtain an independent appraisal and that the City will pay the reasonable costs of the appraisal, not to exceed five thousand dollars (\$5,000). If you choose to take this route, the independent appraisal must be conducted by an appraiser licensed by the California Office of Real Estate Appraisers.

Thank you, for your consideration of this offer. In order to proceed with this acquisition in a timely manner it is requested that you respond to the undersigned within 30 days of the date this letter. If you have any questions regarding this offer or have information regarding the value of your property, please contact Andrew C. Lazzaretto, Department of Planning and Development, at (562) 868-0511, ext. 7354.

Sincerely,



Donald K. Jensen  
Director of Public Works

CC: Karen L. Eltz, Jones Lang LaSalle, Inc.  
Steve Skolnik, City Attorney  
Andrew Lazzaretto, Dept. Planning and Development

This offer has been accepted this 13<sup>th</sup> day of August 2009, by Hospira Inc.



Thomas G. Lockowitz, VP of Administrative Services

Thomas Lockowitz  
Hospira Inc.  
August 13, 2009  
Page 4 of 7

**EXHIBIT "A"**

**Legal Description of Site**

**(Assessor's Parcel No: 8069-007-023)**

Parcel 4 of Parcel Map No. 1882, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map filed in Book 29, Page 40 of Parcel Maps, in the office of the County Recorder of said County.

Together with an easement for firebreak purposes over a strip of land 30 feet in width, the easterly line of which is contiguous with the westerly line of the hereinabove-described property.

Except from all of said land, all of the oil, gas and other petroleum or mineral substances lying in or under all of the hereinabove-described land below 100 feet of the surface thereof but without right of surface entry, as reserved in deed executed by the Santa Fe Land Improvement Company, a California corporation, in deed recorded November 14, 1973 as instrument No. 168 of official records.

**EXHIBIT "B"**

**SUMMARY OF APPRAISAL**

**Assessor's Parcel No: 8069-007-023**

APPARENT VESTEE:	Hospira, Inc.
ASSESSOR'S NO:	Los Angeles County Assessor's Identification No.: 8069-007-023
ADDRESS:	13939 Borate Street Santa Fe Springs, California, 90670
LEGAL DESCRIPTION:	Parcel 4 of Parcel Map No. 1882, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map filed in Book 29, Page 40 of Parcel Maps, in the office of the County Recorder of said County
LAND SHAPE:	Irregular land configuration.
DIMENSIONS:	291' x 489.20' (rough triangle)
LAND AREA:	158,123 square feet.
TOPOGRAPHY:	Overall topography is effectively level.
ACCESS:	The subject property has 489.20 feet of frontage on Borate Street.
ZONING:	M2 zone designation (heavy industrial).
BUILDING IMPROVEMENTS:	Industrial warehouse/manufacturing building containing 76,663 square feet of building area, paving, fencing, landscaping, etc.
HIGHEST AND BEST USE:	The existing industrial development of the Property is legally permissible within the M2 zone classification, which permits various types of heaving and light industrial uses. Based on the

Thomas Lockowitz  
Hospira Inc.  
August 13, 2009  
Page 7 of 7

the "after" condition, (2) vehicular access, as well as potential rail access, to the Site will not be impacted, and (3) the change to the overall land area and land configuration will not impact the existing or future highest and best use of the Site. Based on the analysis, the appraiser concluded that there is no severance damage indicated as a result of the taking by the City.

**Benefits:**

Likewise, benefits will not accrue to the remainder portion of the parent property as a result of the construction/development of the public improvement in the manner proposed, for the same reasons presented above under the question of severance damages. The value of the remainder, after the acquisition of the fee taking, and after consider benefits, is unchanged and, therefore, there are no benefits.

**Market Conditions:**

The appraisal takes into account the market conditions that currently prevail. Broker and developer interviewed by the appraiser indicated that the recent crisis pertaining to interest rates and financing has slowed development activity and there remains continued uncertainty regarding the financing of future development projects.

Based on the foregoing, as well as interviews with various brokers, agents, buyers, sellers, and developers, adjustments for market conditions were made to the sale properties in the appraisal based on the following schedule:

July-December, 2007:	+	6.0% per year, or +0.5% per month
January-June, 2008:		0.0% per year, or 0.0% per month
July-December, 2008:	-	6.0% per year, or -0.5% per month
January-June, 2009:	-	12.0% per year, or -1.0% per month

Adjustments to the sale properties have been made based on the foregoing schedule beginning the first full month following the date of sale. Inasmuch as the date of value utilized in the appraisal is June 15, 2009, a downward adjustment of negative 0.5% was applied for the first two weeks of June, 2009. A copy of the Market Data Summary found in the appraisal is attached and covers the 6 properties reviewed by the appraiser.

***Final Estimate of Market Value***

Based on the analysis summarized above, the market value of the Property, in the current as-is condition, as of June 15, 2009, is \$381,000.

analysis of the various improved sale properties employed by the appraiser, the highest and best use of the Property is continued utilization of the existing building.

#### **VALUATION METHODS:**

The valuation methodology utilized in the total just compensation analysis of the subject parent ownership is summarized as follows:

- Market value of parent property in "before" condition.
- Value of remainder, as part of the whole parent property.
- Value of remainder in "after" condition, before consideration of benefits.
- Indicated severance damages, if any.
- Indicated benefits, if any.
- Summary of total just compensation.

Inasmuch as the subject parent property was considered based on the value of the underlying land, the Sales Comparison Approach was the only valuation method considered reliable by the appraiser as an indicator of value.

#### ***Sales Comparison Approach:***

##### **Land Value:**

The appraisal identified 6 properties that were sold between November 2007 and April 2009. The value per square foot ranged from \$23.50 to \$35.69 per square foot. Based on an analysis of the land value indicators, the unencumbered fee simple rate of the subject site, in the before condition, as if vacant, is estimated to be \$30.00 per square foot of land area, as follows:

$$158,123 \text{ SF @ } \$30.00 = \$4,743,690$$

Using the 12,700 square feet as the size of the parcel required by the City the value of the Property is:

$$12,700 \text{ SF @ } \$30.00 = \$381,000$$

##### **Severance Damages:**

The appraisal pointed out that after the taking the remaining portion of the parent property (the Site) will maintain its utility and value. The construction of the water well site will not have an adverse impact on the value of the parent property inasmuch as (1) the existing development, inclusive of the building and on-site improvements, will remain unchanged in

**DRAFT**

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS  
BY AND BETWEEN**

**HOSPIRA INCORPORATED  
("SELLER")**

**AND**

**THE CITY OF SANTA FE SPRINGS  
("BUYER")**

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of \_\_\_\_\_, 2009 ("**Effective Date**") by and between HOSPIRA INCORPORATED ("**Seller**"), and the CITY OF SANTA FE SPRINGS COMMUNITY, a public body, corporate and politic ("**Buyer**").

**RECITALS:**

A. Seller is the owner in fee of (i) that certain real property located at 13939 Borate Street and identified as Assessor Parcel No. 8069-007-023, in the City of Santa Fe Springs ("**City**"), County of Los Angeles, State of California (hereinafter the "**Site**"). The City wishes to purchase a portion of the Site equal to approximately 12,700 square feet (hereinafter the "**Property**"). The Property is more particularly described in the legal description attached hereto as Exhibit "A".

B. Buyer has the authority to exercise the power of eminent domain to acquire the Property. Buyer has notified Seller of its intent to acquire Seller's fee interest in the Property. Subject to certain exceptions and reservations set forth in Section 9 hereof, Seller has agreed to sell to Buyer the Property under the threat, and in lieu, of condemnation.

C. The conveyance of Seller's fee interest in the Property from Seller to Buyer shall be on the terms and conditions set forth herein.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained, the parties hereto agree as follows:

1. **PURCHASE PRICE.**

1.1 **Amount.** Subject to the terms of this Agreement, Buyer hereby agrees to purchase Seller's fee interest in the Property from Seller and Seller agrees to sell Seller's fee interest in the Property to Buyer, an area equal to 12,700 square feet, for the purchase price of Three Hundred Eighty-One Thousand Dollars (\$381,000.00) (the "**Purchase Price**"). Should the survey to be performed by Buyer show that the Property is actually smaller or larger than the estimated size, then the parties shall adjust the Purchase Price proportionately, based on a unit vale of \$30.00/square foot.

1.2 **Payment of Purchase Price.** On or before 5:00 p.m. on the business day preceding the "Closing Date" (as that term is defined in Section

4.1) or such earlier time as required by "Escrow Holder" (as that term is defined in Section 3.1 below) in order to close Escrow on the Closing Date, Buyer shall deposit with Escrow Holder in Good Funds (as used in this Agreement, the term "**Good Funds**" shall mean a confirmed wire transfer of immediately available funds, cashier's or certified check drawn on or issued by the office of a financial institution located in Los Angeles County, or cash) the Purchase Price and the Closing Costs (as defined in Section 10).

2. TITLE MATTERS. Buyer acknowledges that it has been provided that certain preliminary title report for the Property prepared by Chicago Title Company (the "**Title Company**") as Order Number 910076370-x59 (the "**Title Report**"). Buyer hereby approves the condition of title to the Property and approves and consents to all of the exceptions to title listed in the Title Report.

3. ESCROW.

3.1 Escrow. Closing of the sale of Seller's fee interest in the Property shall take place through that certain escrow that was established with Commerce Escrow, as Escrow Number 09-54510-HW (the "**Escrow**") at its office located at 1545 Wilshire Boulevard, Suite 600, Los Angeles, California 90017. The escrow officer for the Escrow shall be Helen Wong (the "**Escrow Holder**").

3.2 Escrow Instructions. This Agreement, once deposited in Escrow, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder. Additionally, if Escrow Holder so requires, Buyer and Seller agree to execute the form of escrow instructions that Escrow Holder customarily requires in real property escrows administered by it. In the event of any conflict or inconsistency between Escrow Holder's standard instructions and the provisions of this Agreement, the provisions of this Agreement shall supersede and be controlling.

4. CLOSE OF ESCROW.

4.1 Close of Escrow; Closing Date. Provided that all of the conditions of this Agreement precedent to the "Close of Escrow" (as hereinafter defined) have been satisfied (or waived by the appropriate party) prior to or on the Closing Date, the Closing of this transaction for the sale and purchase of Seller's fee interest in the Property shall take place on the date which is five (5) days after the date on which all of "Buyer's Conditions to Closing" and all of "Seller's Conditions to Closing" (as those terms are defined in Section 8) have been satisfied (or waived by the appropriate party); provided, however, in no event shall the Closing occur, if at all, later than March 30, 2010 ("**Closing Date**"). The terms "**Close of Escrow**" and the "**Closing**" are used herein to mean the time Seller's grant deed conveying fee title to Seller's fee interest in the Property to Buyer is recorded in the Official Records of the Office of the County Recorder of Los Angeles ("**Official Records**"). If Escrow is not in a

condition to close by the Closing Date due to the inability of the Buyer to record the Parcel Map identified in Section 8 below, then the Escrow shall be extended for a period of time mutually acceptable to both the Seller and the Buyer. If Escrow is not in a condition to close by the Closing Date for other reasons, either party not then in default hereunder may, upon five (5) days advance written notice to the other party and Escrow Holder, elect to terminate this Agreement and the Escrow. No such termination shall release either party then in default from liability for such default. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible.

4.2 Recordation; Release of Funds and Documents.

4.2.1 Escrow Holder is directed, on the Closing Date, to record in the Official Records, the following documents in the order listed: (i) the Grant Deed; and (ii) such other and further documents as may be directed jointly by Buyer and Seller.

4.2.2 Upon the Closing, Escrow Holder shall deliver (i) the Purchase Price to Seller, and (ii) conformed copies of all recorded documents to both Buyer and Seller.

5. DELIVERY OF DOCUMENTS REQUIRED FROM BUYER AND SELLER.

5.1 Buyer's Obligations. Buyer agrees that on or before 5:00 p.m. of the last business day immediately preceding the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

- (a) the Purchase Price;
- (b) any and all additional instruments required from Buyer (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the terms of this Agreement; and
- (c) all of the Closing Costs.

5.2 Seller's Obligations. Seller agrees that on or before 1:00 p.m. Pacific Stand Time of the last business day immediately preceding the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder each of the following:

- (a) the executed and acknowledged Grant Deed, and;
- (b) all other instruments required from Seller (executed and acknowledged where appropriate) as may be reasonably necessary in order for Escrow Holder to comply with the provisions of this Agreement.

6. TITLE INSURANCE POLICY.

6.1 Title Policy. At the Closing Date, the Title Company, as insurer, shall issue a CLTA owner's standard coverage policy of title insurance ("**Title Policy**"), in favor of Buyer, as insured, with liability in the amount of the Purchase Price, subject to the following:

- (a) non-delinquent real property taxes and assessments;
- (b) all of the exceptions to title listed in the Title Report;
- (c) any other exceptions approved by Buyer; and
- (d) the standard printed conditions and exceptions contained in the CLTA standard coverage owner's policy of title insurance regularly issued by the Title Company.

6.2 Payment for Title Policy. Buyer shall be responsible for all of the charges for the Title Policy.

7. REAL PROPERTY TAXES. Upon Buyer's acquisition of fee title to Seller's fee interest in the Property, Buyer shall be responsible for paying all pro rata taxes or assessments assessed against the Property. Seller shall be responsible for paying for (i) all property taxes or assessments assessed against the Property after the Closing for any period prior to the Closing.

8. CONDITIONS PRECEDENT TO CLOSING.

8.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement to purchase Seller's fee interest in the Property and close the Escrow shall be subject to the satisfaction or signed written waiver by Buyer of each and all of the following conditions precedent (collectively "**Buyer's Conditions to Closing**"):

(a) Buyer will have had the Property surveyed and cause to have prepared a Parcel Map legally separating the Property from the Site. Seller will have signed the Parcel Map and all related documents and the Parcel Map will have been recorded by the City of Santa Fe Springs with the Los Angeles County Recorder in accordance with the California Map Act. The portion of the Site which remains after the Parcel Map is created shall constitute a legal lot under the California Map Act;

(b) On the Closing Date, the Title Company shall be irrevocably committed to issue the Title Policy pursuant to Section 6 above insuring fee title to the Property as being vested in Buyer;

(c) Escrow Holder holds all instruments and funds required for the Closing and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement;

(d) except as otherwise permitted by this Agreement, all representations and warranties by Seller in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Seller pursuant to this Agreement shall have been fulfilled by the Closing Date;

(e) Seller is not in material default of any term or condition of this Agreement.

In the event that any of Buyer's Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Buyer prior to the expiration of the applicable period for satisfaction or waiver, Buyer may terminate this Agreement.

8.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or signed written waiver by Seller of each and all of the following conditions precedent ("**Seller's Conditions to Closing**");

(a) Buyer will have had the Property surveyed and cause to have prepared a Parcel Map legally separating the Property from the Site. Seller will have signed the Parcel Map and all related documents and the Parcel Map will have been recorded by the City of Santa Fe Springs with the Los Angeles County Recorder in accordance with the California Map Act. The portion of the Site which remains after the Parcel Map is created shall constitute a legal lot under the California Map Act;

(b) Escrow Holder holds the Purchase Price and all other instruments and funds required for the Closing and will deliver to Seller the instruments and funds, including but not limited to the Purchase Price accruing to Seller pursuant to this Agreement;

(c) Except as otherwise permitted by this Agreement, all representations and warranties by the Buyer in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Buyer pursuant to this Agreement shall have been fulfilled by the Closing Date;

(d) Buyer is not in material default of any term or condition of this Agreement.

In the event that any of Seller's Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Seller prior to the expiration of the applicable period for satisfaction or waiver, Seller may terminate this Agreement.

## 9. ALLOCATION OF COSTS.

9.1 Buyer's Costs. Buyer shall pay the following costs:

- (a) all of Escrow Holder's escrow fees;
- (b) any documentary transfer taxes associated with the conveyance;

(c) Buyer's own attorneys' fees and engineering fees incurred in connection with this Agreement and the transactions contemplated hereby, including but not limited to preparation and recording of the Parcel Map;

(d) all of the charges for recording the Grant Deed, if any;

(e) all of the costs for the Title Policy; and

(f) any and all other costs or charges necessary to close the Escrow.

Items (a), (b), (d), (e) and (f) shall be referred to as the "**Closing Costs.**"

9.2 Seller's Costs. Seller shall pay Seller's own attorneys' fees in connection with this Agreement and the transactions contemplated hereby.

## 10. CONDITION OF THE PROPERTY.

10.1 Buyer Acknowledgements. Buyer acknowledges and agrees to all of the following:

10.1.1 Buyer has had a Phase I Environmental Assessment performed for the property by SCS Engineers. SCS Engineers prepared a report dated April 2009 and that report revealed no evident of conditions indicative of releases or threatened releases of hazardous substances. The report concluded by finding that no further investigations are recommended.

10.1.2 A copy of the Phase I Environmental Assessment performed for the property by SCS Engineers was provided to the Seller.

11. "As Is." BUYER ACKNOWLEDGES AND AGREES THAT ANY PORTION OF THE PROPERTY THAT IT ACQUIRES FROM THE SELLER PURSUANT TO THIS AGREEMENT SHALL BE PURCHASED IN "AS IS-WHERE IS, NO FAULTS" CONDITION AND, SELLER MAKES NO REPRESENTATION OR WARRANTY OR ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT (A) TO THE DESIGN, CONSTRUCTION, LOCATION, SIZE, CHARACTER, PHYSICAL CONDITION OR STATE OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF; (B) TO THE TOPOGRAPHY, DRAINAGE OR CONDITION OF THE SURFACE AND SUBSURFACE SOILS OF OR ON THE PROPERTY; (C) TO THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES AT, ON, IN, BENEATH, OR FROM THE PROPERTY; (D) TO THE MERCHANTABILITY, HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY; (E) TO THE PAST OR FUTURE TAXES OR ASSESSMENTS THEREOF, INCOME THEREFROM OR EXPENSES THEREOF; (F) TO THE DEVELOPABILITY OF THE PROPERTY; OR (G) TO THE COMPLIANCE THEREOF WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENT, OR ANY OTHER REPRESENTATION OR WARRANTY NOT HEREIN EXPRESSLY SET FORTH OR PROVIDED FOR. BY EXECUTION HEREOF, BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS AN EXPERIENCED, SOPHISTICATED BUYER OF COMMERCIAL REAL ESTATE WITH

KNOWLEDGE AND EXPERIENCE SUFFICIENT TO ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE SALE, AND THAT IT IS REPRESENTED BY KNOWLEDGEABLE AND EXPERIENCED LEGAL COUNSEL OF ITS OWN CHOOSING AND AGREES THAT NEITHER SELLER, NOR ITS AGENTS OR REPRESENTATIVES, HAS MADE, AND THAT BUYER HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY OR ANY KIND WHICH IS NOT HEREIN EXPRESSLY SET FORTH OR PROVIDED FOR, IN CONNECTION WITH THE SALE OF THE PROPERTY OR BUYER'S ACTUAL PURCHASE THEREOF PURSUANT HERETO, BUYER HAVING ELECTED TO RELY INSTEAD ENTIRELY UPON ITS INSPECTION OF THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

12. MISCELLANEOUS.

12.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Neither party to this Agreement may assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent and approval of the other party, which consent and approval may be withheld in the sole and absolute discretion of either party. No provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third party beneficiary relationship.

12.2 Attorneys' Fees. In the event of any action between Buyer and Seller concerning rights and obligations under this Agreement or the enforcement of any of the terms and conditions to this Agreement or the Escrow or otherwise in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including without limitation its expert witness fees and costs and reasonable attorneys' fees, and including all fees and costs of any appeal.

12.3 Notices. All notices under this Agreement shall be effective upon personal delivery, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To Seller:                    Thomas Lockowitz  
                                      VP Administrative Services  
                                      Hospira Inc.  
                                      275 N. Field Drive, NRLE, Bldg. H4  
                                      Lake Forest, IL 60045

Copy to: Karen Eltz  
Jones Lang LaSalle, Inc.  
275 N. Field Drive, NRLE, Bldg. H4  
Lake Forest, IL 60045  
Facsimile No.: (714) 546-9035

To Buyer: City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3679  
Attn: Don Jensen, Director of Public Works  
Facsimile No.: (562) 868-7112

Copy to: Steve Skolnik,  
City Attorney  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

12.4 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

12.5 Headings. The headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the parties hereto and are not a part of this Agreement.

12.6 Choice of Laws. This Agreement shall be governed by the internal laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

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

12.8 Gender; Number. As used in this Agreement, masculine, feminine, and neuter gender and the singular or plural number shall be deemed to include the others wherever and whenever the context so dictates.

12.9 Survival. This Agreement and all covenants to be performed after the Closing, and, except as otherwise set forth herein, all representations and warranties contained herein, shall survive the Closing Date and shall remain a binding contract between the parties hereto.

12.10 Time of Essence. Time is of the essence to this Agreement and to each and every term and provision hereof, it being understood that the parties hereto have specifically negotiated the dates for the completion of each obligation herein.

12.11 Waiver or Modification. A waiver of a provision hereof, or modification of any provision herein contained, shall be effective only if said waiver or modification is in writing, and signed by both Buyer and Seller. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any breach or default unless expressly provided herein or in the waiver.

12.12 Broker's/Consulting Fees. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed any real estate broker to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any broker's commission in connection with the conveyance of Seller's interest in the Property arising out of agreements by the indemnifying party to pay any commission.

12.13 Duplicate Originals. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect.

12.14 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.15 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A" Legal Description of Property

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

12.17 Entire Agreement; Amendment. Except as set forth above, this Agreement and the exhibits incorporated herein, including the executed Grant Deed, contain the entire agreement of Buyer and Seller with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this

Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

12.18 Facsimile Signatures. Signatures of the parties transmitted by facsimile shall be deemed binding. However, each party agrees to submit their original signature to the other party within five (5) business days after execution hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Seller each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

“Seller”

THE HOSPIRA INCORPORATED

By: \_\_\_\_\_  
Thomas Lockowitz, VP Administrative  
Services

Date: \_\_\_\_\_, 2009

“Buyer”

CITY OF SANTA FE SPRINGS, a public  
body, corporate and politic

By: \_\_\_\_\_  
Frederick Latham, City Manager

Date: \_\_\_\_\_, 2009

ATTEST:

\_\_\_\_\_  
Barbara Earl, City Clerk

APPROVED AS TO FORM:

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

Helen Wong, Commerce Escrow, agrees to act as Escrow Holder in accordance with the terms of this Agreement.

Date: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Helen Wong, Escrow Officer

[END OF SIGNATURES]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

The land situated in the City of Santa Fe Springs, in the County of Los Angeles, State of California, described as follows:

LEGAL DESCRIPTION TO BE PROVIDED AT A LATER DATE EITHER BY MEETS  
AND BOUNDS DESCRIPTION OR A PARCEL MAP LOT NUMBER



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **NEW BUSINESS**

Resolution No. 9214 – A Resolution Authorizing Advances from the City of Santa Fe Springs for Purposes of the Consolidated Redevelopment Project.

### **RECOMMENDATION:**

That the City Council adopt Resolution No. 9214 authorizing advances in the amount of \$5,152,000 to fund the administrative, operational and capital needs of the Consolidated Redevelopment Project and carry over \$3,494,000 from an outstanding advance of \$6,600,000 that was loaned for purposes of land assembly in the Consolidated Redevelopment Project.

### **BACKGROUND**

Tonight's Community Development Commission meeting agenda includes the annual Resolution, No. 241-2009, requesting and authorizing a new advance of \$5,152,000 and a carry over advance of \$3,494,000 from the City. The new advance (\$5,152,000) will be used to finance administrative, operating and capital costs of the Commission. The carry-over advance (\$3,494,000) is the balance remaining from an original \$6,600,000 advance provided for purposes of land assembly. With these borrowings, total City advances outstanding for purposes of the Consolidated Project will be \$8,646,000. The City's Redevelopment Revolving Fund has been established at \$10,000,000 for purposes of advancing monies to the Community Development Commission.

### **FISCAL IMPACT**

The General Fund has sufficient reserves to maintain the Redevelopment Revolving Fund at \$10,000,000 over the next several years. The Consolidated Redevelopment Project will continue to annually repay the \$5,152,000. Other outstanding advances will be repaid as monies are available.

Frederick W. Latham  
City Manager

### **Attachment:**

Resolution No. 9214

Report Submitted By: Jose Gomez/Terri Bui  
Finance and Administrative Services

Date of Report: September 15, 2009

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RESOLUTION NO. 9214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AUTHORIZING ADVANCES FROM THE CITY OF SANTA FE SPRINGS FROM THE REDEVELOPMENT REVOLVING FUND FOR THE PURPOSES OF THE CONSOLIDATED REDEVELOPMENT PROJECT

WHEREAS, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Consolidated Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

WHEREAS, the Commission has incurred and will continue to incur obligations for such purpose; and

WHEREAS, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et.seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

Section 1. Pursuant to the provisions of said Section 33600, et.seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs advances in the amount of \$5,152,000 and \$3,494,000 as of September 24, 2009.

Section 2. The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33600, et.seq., of the Health and Safety Code.

Section 3. Such loans shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2010.
- (c) Payable from accumulated tax increment funds in excess of those pledged for payment of Commission bonded indebtedness, or from any other funds available to the Commission from which such payment may legally be made.

PASSED AND ADOPTED this 24th day of September 2009.

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Mayor

ATTEST:

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City Clerk



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **NEW BUSINESS**

Resolution No. 9215 – A Resolution Authorizing an Advance from the City of Santa Fe Springs for Purposes of the Washington Boulevard Redevelopment Project

### **RECOMMENDATION:**

That the City Council adopt Resolution No. 9215 authorizing an advance in the amount of \$200,000 to assist in funding the administrative, operational and capital needs of the Washington Boulevard Redevelopment Project.

### **BACKGROUND**

Tonight's Community Development Commission meeting agenda includes Resolution No. 242-2009 requesting and authorizing an advance of \$200,000 from the City. The new advance (\$200,000) will be used to finance administrative, operating and capital costs of the Commission.

### **FISCAL IMPACT**

The General Fund has sufficient reserves to maintain the Redevelopment Revolving Fund (Consolidated and Washington Boulevard combined) at \$10,000,000 over the next several years. The Washington Boulevard Redevelopment Project will repay the \$200,000 as tax increment revenue monies become available.

A handwritten signature in black ink, appearing to read "Frederick W. Latham".

Frederick W. Latham  
City Manager

Attachment:  
Resolution No. 9215

RESOLUTION NO. 9215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING AN ADVANCE FROM THE CITY OF SANTA FE SPRINGS FROM THE REDEVELOPMENT REVOLVING FUND FOR THE PURPOSES OF THE WASHINGTON BOULEVARD REDEVELOPMENT PROJECT

WHEREAS, the Community Development Commission of the City of Santa Fe Springs is undertaking certain actions which are necessary and incidental to the carrying out of the Washington Boulevard Redevelopment Plan which has previously been adopted by the City of Santa Fe Springs; and

WHEREAS, the Commission has incurred and will continue to incur obligations for such purpose; and

WHEREAS, the City of Santa Fe Springs is authorized, pursuant to Section 33600, et.seq., of the Health and Safety Code of the State of California to make loans to the Commission for the purposes of defraying said expenses;

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does hereby resolve, determine and order as follows:

Section 1. Pursuant to the provisions of said Section 33600, et.seq., of the Health and Safety Code, the Commission hereby requests of the City of Santa Fe Springs an advance in the amount of \$200,000 as of September 24, 2009.

Section 2. The Commission shall accept and administer any funds loaned to it pursuant to this request in accordance with the provisions of Section 33600, et.seq., of the Health and Safety Code.

Section 3. Such loan shall be evidenced by a promissory note of the Commission containing the following terms, in addition to all usual and customary terms:

- (a) Interest at the rate of twelve percent per annum.
- (b) Payable on or before September 30, 2010.
- (c) Payable from accumulated property tax increment and sales tax increment in accordance with the "Agreement For Reimbursement of Tax Increment Funds" between the City of Santa Fe Springs, the Redevelopment Agency of the City of Santa Fe Springs and the County of Los Angeles, signed by the City and Agency on April 23, 1987.

PASSED AND ADOPTED this 24th day of September 2009.

---

Mayor

ATTEST:

---

City Clerk



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **NEW BUSINESS**

### Authorize the Purchase of Replacement HP-3000 Mini-Computer

#### RECOMMENDATION

That the City Council allow the Director of Purchasing Services to issue a purchase order for the procurement of a replacement HP-3000 Mini-Computer.

#### BACKGROUND

Our current model HP-3000 928RX computer system serves as the main processing unit for the City's custom Financial, Utility Billing and Payroll applications. The hardware was installed in 1995 and is no longer supported by the manufacturer (Hewlett Packard). A 3<sup>rd</sup> party vendor (Uptime) is currently providing support for our HP-3000.

Over the past year, the hardware system has experienced two major hardware failures that required staff to completely reload the entire system. Due to the software being proprietary and the availability of parts for the aging hardware, the Director of Technology Services is recommending that the City replace the current model with a newer generation HP-3000 (N Class computer system). This upgrade offers improved performance, redundant hard drive arrays, increased hard drive capacity, and enhanced support options. The current computer system may be kept as a backup machine.

The new system costs \$21,709.39. The Director of Technology Services solicited three quotes from HP-3000 qualified vendors. He is recommending that the City purchase the equipment from our current 3<sup>rd</sup> party support vendor (Uptime). They are the only vendor who would sell, install and support the hardware.

#### FISCAL IMPACT

The funding for this procurement will come from a previously approved CIP project (Replacement of the HP-3000).

Frederick W. Latham  
City Manager



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **NEW BUSINESS**

Approval of Administrative and Procedural Actions to Comply with CalPERS Audit Findings Including the Approval of Side Letter #3, Amending the Current Memorandum of Understanding Between the City of Santa Fe Springs and the Santa Fe Springs Fire Association.

### RECOMMENDATIONS

That the City Council authorize the City Manager to take the necessary administrative and procedural actions to comply with the CalPERS Audit findings, as follows.

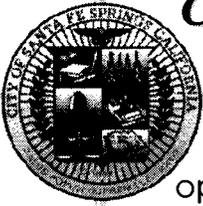
1. Establish Special Compensation Tables for the Fire and Rescue Department (management & non-management).
2. Establish the following job classifications and modification of salary table to reflect the respective salary ranges:
  - A. Firefighter/Paramedic Trainee
  - B. Firefighter/Paramedic I
  - C. Firefighter/Paramedic II
  - D. Environmental Protection Specialist/CPE
3. Authorize deletion of the following incentive pays:
  - A. Certified Public Engineer (previously Registered Civil Engineer)
  - B. Certified Public Accountant
4. Authorize suspension of the current Education Pay Incentive (Safety employees only) and provide temporary longevity pay.
5. Authorize establishment of Step #7 for each Safety job classification to reflect longevity pay incentive at 25 years of service.
6. Authorize establishment of Step "I" into the salary table for each job classification to reflect longevity pay incentive at 25 years of service
7. Authorize adjustment to salary range of Principal Planner to reflect inclusion of existing Excellence Pay into base salary.
8. Approve Side Letter #3 to the MOU between the City of Santa Fe Springs and the Santa Fe Springs Firefighters' Association.
9. Authorize staff to make all the necessary changes to Policy and Procedures and related documents to implement the above actions.

### BACKGROUND

For over a year, staff has been actively working with CalPERS to address compliance related issues identified through a routine audit of the City's

Report Submitted By: Jose Gomez / Andrea Cutler Date of Report: September 17, 2009  
Finance & Administrative Services / Human Resources

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# City of Santa Fe Springs

City Council Meeting

September 24, 2009

operations. The initial audit listed eleven (11) issues requiring action by the City. Eight (8) of these items were fairly basic reporting and procedural issues. Staff addressed these items with relative ease. In contrast, there were three (3) remaining items identified as being substantive with significantly greater organizational ramifications that we discussed at length with CalPERS. They are as follows:

- A. Compounding Pay – CalPERS did not approve of the methodology used to calculate employee pay where each layer of percent-based incentive pay is used to calculate the next layer. This finding is especially challenging in the compensation of Fire and Rescue Department employees who generally receive a greater number of percent-based incentive pay.
- B. Educational Pay (Fire Association only) – While CalPERS allows educational and longevity pay to be individually reported as special compensation, they did not approve of the City's combination of the two to be reported as special compensation.
- C. Certified Professional Engineer (CPE) Pay – CalPERS did not approve of the City's limiting this form of special compensation only to those in positions where there is a job nexus. Currently, only two Fire and Rescue Department employees receive this incentive since the positions in Public Works Engineering (where the incentive was previously offered) now include the CPE designation as a job requirement. Base salaries for those positions were adjusted at the time when the CPE designation was included as a job requirement.

In consultation with Liebert, Cassidy, & Whitmore (labor attorneys) and Susan Bergeron-Vance (retired Director of Finance and Administrative Services) we presented a variety of arguments to CalPERS as to the interpretation of the various California codes they cited. Unfortunately, this was not fruitful. Ultimately, CalPERS asserted that the City would have to comply or potentially subject existing and prospective retirees to having portions of their pensions revoked. Obviously, staff was left with no options as it became clear that staff would need to formulate CalPERS-approved alternatives that would create the least disruption and modify some of the City's compensation methodology and policies & procedures to fully comply.

While there are only three (3) audit-related items prompting the changes, there are a significant number of recommended actions that need to be taken as a result of the findings. Throughout our discussions with CalPERS we have maintained our labor groups informed of the status of the conversations and the recommended actions given the limited options available to the City.

Report Submitted By: Jose Gomez / Andrea Cutler Date of Report: September 17, 2009  
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They have been extremely supportive and understanding of the need to make certain modifications.

The majority of the necessary actions only impact the Fire and Rescue Department and are incorporated into the proposed Side Letter #3 drafted in consultation with the Fire Association (Attachment A). In addition, a number of modifications to the City's Policies and Procedures will need to be made that in turn will have consequences for all employees. Following are those administrative and procedural actions:

1. Establish Special Compensation Tables for the Fire and Rescue Department (management & non-management) – This will address CalPERS' compounding pay issue by mathematically incorporating the current "compounding effect" into a format that CalPERS finds acceptable.
2. Establish the following job classifications and modification of salary table to reflect the respective salary ranges
  - o Firefighter/Paramedic Trainee
  - o Firefighter/Paramedic I
  - o Firefighter/Paramedic II
  - o Environmental Protection Specialist/CPE

As a specific response to the compounding pay issue, the three existing levels of paramedic incentive/incremental pay need to be converted into the three Paramedic job classifications that incorporate and reflect each of those levels of pay. The same is true for the Environmental Protection Specialist positions that receive the Certified Public Engineer incentive.

3. Authorize deletion of the following incentive pays:
  - o Certified Public Engineer (previously Registered Civil Engineer)
  - o Certified Public Accountant

With the creation of the Environmental Protection Specialist/CPE classification, there is no need to keep this form of special compensation. Likewise, it makes sense to remove the Certified Public Accountant incentive pay, since it has been added as a qualification for positions that require it, and no one is currently receiving the incentive.

4. Authorize suspension of the current Education Pay Incentive (Safety employees only) and provide temporary longevity pay. On a



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

temporary basis, this eliminates the education component and leaves longevity as the sole criteria to earn this form of special compensation. Staff will seek a determination of whether or not the City's Educational Pay Incentive that combines both educational and longevity components qualify as "special compensation" under CalPERS' definition.

5. Authorize establishment of Step #7 for each Safety job classification to reflect longevity pay incentive at 25 years of service. This converts the existing stand-alone longevity pay provision into a salary step.
6. Authorize establishment of Step "I" into the salary table for each non-Safety job classification to reflect longevity pay incentive at 25 years of service for non-Safety employees. This converts the longevity pay incentive into a salary step.
7. Authorize adjustment to salary range of Principal Planner to reflect inclusion of existing Excellence Pay into base salary. This action incorporates the incentive pay into the base salary.
8. Approve Side Letter #3 to the MOU between the City of Santa Fe Springs and the Santa Fe Springs Firefighters' Association.
9. Authorize staff to make all the necessary changes to Policy and Procedures and related documents to implement the above actions.

## FISCAL IMPACT

As a result of the required changes to the current Education Pay Incentive, there will be several employees that will be eligible to receive greater pay incentives. Combined, the annual cost will be approximately \$25,000.

Frederick W. Latham  
City Manager

## Attachment(s)

Side Letter #3 to the MOU between the City of Santa Fe Springs and the Santa Fe Springs Firefighters' Association  
Special Compensation Table: Management  
Special Compensation Table: Non-Management

**DRAFT**  
**09/15/09**

**SIDE LETTER # 3**  
**TO THE 2007-2010 MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF SANTA FE SPRINGS AND**  
**THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION, Inc., AFL-CIO Local 3507**

This document shall serve as Side Letter No. 3 modifying the 2007-10 Memorandum of Understanding between the City of Santa Fe Springs ("City") and the Santa Fe Springs Firefighters Association, Inc., AFL-CIO Local 3507 ("Association") in the following manner:

- A. Article IV. Section 3 – Educational Pay – Paramedic Pay Rate shall be replaced in its entirety by the following :

The City shall establish classifications with corresponding salary ranges for the following positions: Firefighter/Paramedic Trainee, Firefighter/Paramedic I and Firefighter/Paramedic II. These classifications shall be considered equivalent to the Firefighter classification in terms of rank, authority and privileges in the chain of command.

Firefighter/Paramedics in any of the above three classifications, who are promoted to Fire Captain or Fire Engineer and maintain their Paramedic Certifications shall receive a monthly stipend of \$250. Those who receive the stipend will be expected to use their paramedic skills whenever necessary but most regularly when assigned to the Paramedic Assessment Unit. Failure to maintain the paramedic certification will result in the termination of the stipend.

- B. Article IV. Sections 4 & 5 – Educational Pay – Suppression and Prevention, and Environmental Protection, respectively, (also known as Education Pay Incentive Program – EPIP) - Shall be suspended pending an appeal to CalPERS regarding the eligibility of such Educational Pay as special compensation. Pending a determination, the City will provide Temporary Longevity Pay for Suppression & Prevention and Environmental Protection employees, as included in Section C – Longevity of the following table:

**Special Compensation Table  
 Suppression, Prevention, & Environmental Employees  
 (Percentages apply to base salary)**

Section A -- Fitness Pay	Without Fitness Pay 0%			With Fitness Pay 5.5%		
Section B -- Special Comp. Increments						
	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate
As titled in columns		3.00%	3.09%		3.17%	3.26%
Section C -- Longevity						
<i>MOU Article IV, Sections 4,5 Longevity Pay</i>						
Step 1 @ 5 years	3.00%	3.09%	3.18%	3.17%	3.26%	3.36%
Step 2 @ 8 years	6.00%	6.18%	6.37%	6.33%	6.52%	6.72%
Step 3 @ 12 years	9.18%	9.46%	9.74%	9.68%	9.98%	10.27%
Step 4 @ 16 years	12.36%	12.73%	13.11%	13.04%	13.43%	13.83%
Step 5 @ 19 years	15.73%	16.20%	16.69%	16.60%	17.09%	17.61%
Step 6 @ 22 years	19.10%	19.67%	20.26%	20.15%	20.76%	21.38%
Step 7 @ 25 years	22.67%	23.35%	24.05%	23.92%	24.63%	25.37%

**Note: This list is not intended to be inclusive of other forms of Special Compensation.**

**Calculation Instructions:**

- From Salary Table (separate document), locate range/step to corresponding class/title to verify base pay for employee.
- In Section A, determine which portion of table corresponds to employee; "with fitness" pay or "without fitness" pay. Only if employee is eligible for fitness pay, multiply base pay by 5.5%.
- In Section B, identify applicable incentive pay type(s) and percentage(s) on table and multiply base pay by each special compensation percentage.
- In Section C, identify Section B applicable special compensation increment(s). Among the applicable column(s) in Section B, select the column furthest to the right and follow downward into Section C, multiplying the base salary by the corresponding longevity step.
- Add the amounts calculated above from Sections A, B, & C to the base pay.

If it is determined that the City's EPIP qualifies as special compensation as defined by CalPERS, the City will reinstate the EPIP effective the following month a decision is rendered or as soon as practical. Both the City and the Association acknowledge that anyone who benefits from the temporary suspension of EPIP and the implementation of

the above Temporary Longevity Pay Program may prospectively lose the temporary longevity pay once a determination about EPIP's qualification as special compensation has been made.

C. Article IV Section 16 – Longevity Pay - has been incorporated with B. above, and is hereby suspended until the resolution of EPIP as special compensation.

D. Article IV. Section 2 - Wages will be amended to include the following language:

Effective September 14, 2009 the salary ranges for the represented employees will be incorporated as Attachment D to this Memorandum of Understanding.

This Amendment shall be effective only upon ratification by the Association and adoption by the City Council. Subject to the foregoing, this amendment is hereby executed by the authorized representatives of the City and the Association.

Except as set forth herein the current MOU between the parties shall remain in full force and effect until June 30, 2010.

This Side Letter Agreement is entered into this 24<sup>th</sup> day of September, 2009.

**City of Santa Fe Springs**

**Santa Fe Springs Firefighters Association**

\_\_\_\_\_  
Frederick W. Latham, City Manager

\_\_\_\_\_  
Robert D. Mora, President

**Special Compensation (SC) Table**  
**Safety**  
**Management Employees**  
*(Percentages Apply to Base Salary)*

Section A -- Fitness Pay	Without Fitness Pay 0%					With Fitness Pay 5.50%				
Section B -- Special Comp. Increments										
As titled in columns	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate	MA/MS	MA/MS and Environmental Certificate	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate	MA/MS	MA/MS and Environmental Certificate
Section C -- Longevity										
<i>MOU Article IV, Sections 4,5 Longevity Pay</i>										
Step 1 @ 5 years	3.00%	3.09%	3.18%	3.24%	3.34%	3.17%	3.26%	3.36%	3.42%	3.53%
Step 2 @ 8 years	6.00%	6.18%	6.37%	6.49%	6.68%	6.33%	6.52%	6.72%	6.85%	7.05%
Step 3 @ 12 years	9.18%	9.46%	9.74%	9.93%	10.23%	9.68%	9.98%	10.27%	10.47%	10.79%
Step 4 @ 16 years	12.36%	12.73%	13.11%	13.37%	13.77%	13.04%	13.43%	13.83%	14.10%	14.53%
Step 5 @ 19 years	15.73%	16.20%	16.69%	17.01%	17.52%	16.60%	17.09%	17.61%	17.95%	18.49%
Step 6 @ 22 years	19.10%	19.67%	20.26%	20.66%	21.28%	20.15%	20.76%	21.38%	21.79%	22.45%
Step 7 @ 25 years	22.67%	23.35%	24.05%	24.52%	25.25%	23.92%	24.63%	25.37%	25.87%	26.64%

Note: This list is not intended to be inclusive of other forms of Special Compensation

**Calculation Instructions:**

1. From Salary Table (separate document), locate range/step to corresponding class/title to verify base pay for employee.
2. In Section A, determine which portion of table corresponds to employee; "with fitness" pay or "without fitness" pay. Only if employee is eligible for fitness pay, multiply base pay by 5.5%.
3. In Section B, identify applicable incentive pay type(s) and percentage(s) on table and multiply base pay by each special compensation percentage.
4. In Section C, identify Section B applicable special compensation increment(s). Among the applicable column(s) in Section B, select the column furthest to the right and follow downward into Section C, multiplying the base salary by the corresponding longevity step.
5. Add the amounts calculated above from Sections A, B, & C to the base pay.

**Special Compensation (SC) Table**  
**Safety**  
**Suppression, Prevention & Environmental**  
**Non-Management Employees**  
*(Percentages apply to base salary)*

Section A -- Fitness Pay	Without Fitness Pay			With Fitness Pay (5.5%)		
<b>Section B -- Special Comp. Increments</b>						
	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate
As titled in columns		3.00%	3.09%		3.17%	3.26%
<b>Section C -- Longevity</b> <i>MOU Article IV, Sections 4,5</i> <i>Longevity Pay</i>						
Step 1 @ 5 years	3.00%	3.09%	3.18%	3.17%	3.26%	3.36%
Step 2 @ 8 years	6.00%	6.18%	6.37%	6.33%	6.52%	6.72%
Step 3 @ 12 years	9.18%	9.46%	9.74%	9.68%	9.98%	10.27%
Step 4 @ 16 years	12.36%	12.73%	13.11%	13.04%	13.43%	13.83%
Step 5 @ 19 years	15.73%	16.20%	16.69%	16.60%	17.09%	17.61%
Step 6 @ 22 years	19.10%	19.67%	20.26%	20.15%	20.76%	21.38%
Step 7 @ 25 years	22.67%	23.35%	24.05%	23.92%	24.63%	25.37%

Note: This list is not intended to be inclusive of other forms of Special Compensation

**Calculation Instructions:**

1. From Salary Table (separate document), locate range/step to corresponding class/title to verify base pay
2. In Section A, determine which portion of table corresponds to employee; "with fitness" pay or "without fitness". Only if employee is eligible for fitness pay, multiply base pay by 5.5%.
3. In Section B, identify applicable incentive pay type(s) and percentage(s) on table and multiply base pay by each special compensation percentage.
4. In Section C, identify Section B applicable special compensation increment(s). Among the applicable columns, select the column furthest to the right and follow downward into Section C, multiplying the base salary by the longevity step.
5. Add the amounts calculated above from Sections A, B, & C to the base pay.



**PRESENTATION**

Presentation to City Council by Heritage Art Program Grant Recipient

BACKGROUND

Jersey Elementary School representatives are in attendance at tonight's Council meeting to share and discuss student projects funded by the City's Heritage Art Grant. Through this grant, the City's Public Arts Committee funds art education programs for children, including art programs provided by the local schools. The Mayor may wish to call upon Ms. Saldivar, 2<sup>nd</sup> grade teacher at Jersey Elementary School, to assist with this presentation.

A handwritten signature in black ink, appearing to read "Frederick W. Latham".

Frederick W. Latham  
City Manager



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## **PRESENTATION**

Proclamation declaring October 4-10, 2009 as "Fire Prevention Week"

## **RECOMMENDATION**

The Mayor may wish to call upon Christa King, Fire and Community Housing Inspector, and Sparky the Fire Dog to accept the proclamation.

## **BACKGROUND**

The Santa Fe Springs Department of Fire-Rescue is teaming up with the National Fire Protection Association (NFPA) for Fire Prevention Week 2009 – October 4-10 – to urge Santa Fe Springs residents to **"Stay Fire Smart! Don't Get Burned."** This year's campaign focuses on ways to keep homes fire safe and prevent painful burns.

The statistics are staggering. Each year roughly 3,000 people dies as a result of home fires and burns, and more than 200,000 individuals are seen in the nation's emergency rooms for burn injuries.

The most common types of burn injuries result from fire or flame burns, scalds and contact burns. Burns are painful and can result in serious scarring and even death. When we take extra caution in our homes to ensure that the curling iron is out of children's reach or pot handles are turned away from the edge of the stove, such injuries are entirely preventable. Keeping our homes safe from fire and preventing devastating burn injuries is a healthy change we can make happen.

The Department of Fire-Rescue encourages everyone to take personal steps to "Stay Fire Smart! Don't Get Burned!" and look for ways to keep their homes fire safe. Fire Prevention Week also serves as a reminder to practice your fire escape plan.

A handwritten signature in black ink, appearing to read "Fred Latham".

Frederick W. Latham  
City Manager

WHEREAS, the City of Santa Fe Springs is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, roughly 3,000 people die as a result of home fires and burns, more than 200,000 individuals are seen in the nation's emergency rooms for burn injuries; and

WHEREAS, thermal burns outnumber scalds nearly two-to-one, but for children ages five and under, scalds outnumber burns roughly two-to-one.

WHEREAS, cooking is the leading cause of home fires and home fire injuries, while heating equipment and smoking are the leading causes of home fire deaths; and

WHEREAS, the Santa Fe Springs Department of Fire-Rescue's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Santa Fe Springs residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the 2009 Fire Prevention Week theme, "Stay Fire Smart! Don't Get Burned" effectively serves to remind us all of the simple actions we can take to stay safer from fire during Fire Prevention Week and year-round.

NOW, THEREFORE, I Louie Gonzalez, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim October 4-10, 2009 as Fire Prevention Week in the City of Santa Fe Springs, and urge all people to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2009, and to support the many public safety activities and efforts of our City's fire and emergency services.



# City of Santa Fe Springs

City Council Meeting

September 24, 2009

## APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

### Committee Appointments

Attached is a roster for each active committee, and listed below are current vacancies. Also included for your review is the list of prospective members.

<u>Committee</u>	<u>Vacancy</u>	<u>Councilmember</u>
Beautification	1	Putnam
Beautification	3	Rounds
Beautification	3	Serrano
Community Program	3	Gonzalez
Community Program	2	Serrano
Community Program	1	Velasco
Historical	1	Gonzalez
Historical	4	Putnam
Historical	2	Serrano
Parks & Recreation	1	Gonzalez
Senior Citizens Advisory	1	Gonzalez
Senior Citizens Advisory	2	Putnam
Senior Citizens Advisory	2	Rounds
Sister City	1	Gonzalez
Sister City	1	Serrano
Sister City	1	Velasco
Youth Leadership	1	Gonzalez
Youth Leadership	1	Rounds

Please direct any questions regarding this report to the City Clerk.

Frederick W. Latham  
City Manager

Attachments:  
Active Committee Lists

## **PROSPECTIVE MEMBERS FOR VARIOUS COMMITTEES/COMMISSIONS**

### **Beautification**

### **Community Program**

### **Family & Human Services**

A.J. Hayes  
Jimmy Mendoza  
Jessica Belmonte  
Jose Avila  
Gilbert Aguirre

### **Heritage Arts**

Mary Jo Haller  
Mary Clegg  
Jessica Belmonte

### **Historical**

### **Personnel Advisory Board**

### **Parks & Recreation**

Hector Renteria

### **Planning Commission**

Art Escobedo  
Lynda Short  
Hector Renteria

### **Senior Citizens Advisory**

### **Sister City**

Frank Carbajal, Sr.  
Michele Carbajal

### **Traffic Commission**

Art Escobedo  
Jose Zamora  
Hector Renteria

### **Youth Leadership**

Omar Rodriguez  
Martin Guerrero  
Jose Rocha

**BEAUTIFICATION COMMITTEE**

Membership: 25

( ) indicates term expiration date

Appointed by:

Name

Gonzalez

Juanita Montes (10)  
Irene Pasillas (10)  
May Sharp (11)  
\_\_\_\_\_ (10)  
Marlene Vernava (11)

Putnam

Lupe Lopez (11)  
Guadalupe Placencia (11)  
Juliet Ray (10)  
Ruth Gray (11)  
\_\_\_\_\_ (10)

Rounds

Annette Ledesma\* (11)  
\_\_\_\_\_ (11)  
\_\_\_\_\_ (10)  
\_\_\_\_\_ (10)  
Paula Minnehan \* (11)

Serrano

\_\_\_\_\_ (10)  
Vada Conrad (11)  
Martha Ohanesian (10)  
\_\_\_\_\_ (11)  
\_\_\_\_\_ (10)

Velasco

Rosalie Miller (11)  
Sylvia Takata (10)  
Eleanor Connelly (10)  
Margaret Bustos\* (10)  
A. J. Hayes (11)

The Beautification Committee meets the fourth Wednesday of each month, except in the months of July, August and December, at 9:30 a.m. at Town Center Hall.

**\*Asterisk indicates person serves on three committees**

**COMMUNITY PROGRAM COMMITTEE**

Membership: 25

( ) indicates term expiration date

Appointed by:

Name

Gonzalez \_\_\_\_\_ (11)  
\_\_\_\_\_ (11)  
A.J. Hayes (10)  
\_\_\_\_\_ (11)  
Annette Ledesma\* (10)

Putnam Mary Jo Haller (11)  
Rosalie Miller (10)  
Lynda Short (11)  
Jose Zamora (11)  
Luigi Trujillo\* (10)

Rounds Mark Scoggins\* (10)  
Denise Vega (11)  
Marlene Vernava (10)  
Sylvia Takata (10)  
Annette Rodriguez (11)

Serrano \_\_\_\_\_ (11)  
Mary Anderson (11)  
Dolores H. Romero \* (11)  
\_\_\_\_\_ (11)  
Ruth Gray (10)

Velasco Eleanor Connelly(10)  
\_\_\_\_\_ (11)  
Hilda Zamora (10)  
Lisa Sanchez (11)  
Naomi Torres (10)

The Community Program Committee meets the third Wednesday of every other month beginning in January at 7:00 p.m. in City Hall. The committee is dark during the months of June, July and August.

**\*Asterisk indicates person serves on three committees**

## FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Membership: 15 residents appointed by Council  
5 social service agency representatives appointed by  
the Committee

( ) indicates term expiration date

Appointed by:

Name:

González

Mercedes Diaz (10)  
Toni Vallejo (11)  
Josephine Santa-Anna (10)

Putnam

Laurie Rios\* (11)  
Arcelia Miranda (10)  
Margaret Bustos\* (11)

Rounds

Annette Rodriguez (10)  
Janie Aguirre (11)  
Michele Carbajal (11)

Serrano

Lydia Gonzales (10)  
Francis Carbajal (11)  
Modesta Viero (11)

Velasco

Alicia Mora (11)  
Dolores Romero\* (10)  
Gloria Duran (10)

Organizational  
Representatives:

Nancy Stowe  
Evelyn Castro-Guillen  
Irene Redondo Churchward/  
SPIRRIT Family Services

The Family & Human Services Advisory Committee meets the third Wednesday of every month at 5:30 p.m. at the Neighborhood Center.

**\*Asterisk indicates person serves on three committees**

## HERITAGE ARTS ADVISORY COMMITTEE

Membership: 9 voting and 6 non-voting members

Appointed by:

Name:

Gonzalez

Laurie Rios \*

Putnam

May Sharp

Rounds

Gustavo Velasco

Serrano

Paula Minnehan \*

Velasco

Amparo Oblea

Beautification Committee  
Historical Committee  
Planning Commission  
Chamber of Commerce

Sylvia Takata  
Larry Oblea  
Richard Moore  
Tom Summerfield

Betty Putnam, Councilmember  
Frederick W. Latham, City Manager  
Hilary Keith, Director of Library & Cultural Services  
Paul Ashworth, Director of Planning and Development

The Heritage Arts Advisory Committee meets the last Tuesday of the month, except in November and December, at 9:30 a.m. at the Train Depot.

**\*Asterisk indicates person serves on three committees**

**HISTORICAL COMMITTEE**

Membership: 20

( ) indicates term expiration date

Appointed by:

Name:

Gonzalez

Gilbert Aguirre (11)  
Janie Aguirre (11)  
Sally Gaitan\* (11)  
\_\_\_\_\_ (10)

Putnam

\_\_\_\_\_ (10)  
\_\_\_\_\_ (10)  
\_\_\_\_\_ (11)  
\_\_\_\_\_ (11)

Rounds

Art Escobedo (10)  
Mark Scoggins (11)  
Janice Smith (11)  
Paula Minnehan \* (10)

Serrano

Gloria Duran (10)  
\_\_\_\_\_ (10)  
Larry Oblea (11)  
\_\_\_\_\_ (10)

Velasco

Merrie Hathaway (11)  
Marv Clegg (10)  
Susan Johnston (11)  
Alma Martinez (10)

The Historical Committee meets quarterly (the first Tuesday of the month in the months of April, July, October and January) at 5:30 p.m. at the Train Depot (during the library renovation, at the Carriage Barn).

**\*Asterisk indicates person serves on three committees**

**PARKS & RECREATION ADVISORY COMMITTEE**

Membership: 25

( ) indicates term expiration date

<u>Appointed by:</u>	<u>Name</u>
Gonzalez	Ruben Madrid (11) Jennie Carlos (10) Frank Leader (10) Michael Madrigal (11) _____ (10)
Putnam	Frank Regalado (11) Carlene Zamora (11) Jimmy Mendoza (10) Hilda Zamora (11) Michele Carbajal (10)
Rounds	Kenneth Arnold (10) Richard Legarreta, Sr. (10) Don Mette (11) Luigi Trujillo* (10) Mark Scoggins* (11)
Serrano	Lynda Short (10) Juanita Trujillo (11) Joe Avila (10) Sally Gaitan* (11) Bernie Landin(10)
Velasco	Art Escobedo (11) Annette Ledesma* (10) Lillian Puentes (10) Jose Zamora (11) Arcelia Miranda (11)

The Parks and Recreation Committee meets the first Wednesday of the month, except for July, August and December. The subcommittee meets at 6:00 p.m. and the regular committee at 7:00 p.m. in Council Chambers.

**\*Asterisk indicates person serves on three committees**

## PERSONNEL ADVISORY BOARD

Membership: 5 (2 appointed by Council, 1 by Board, 1 by Firemen's Association, 1 by Employees' Association)

Appointed by:

Name:

Personnel Advisory Board

Jim Contreras

Council

Angel Munoz

Council

Ron Biggs

Firemen's Association

Wayne Tomlinson

Employees' Association

Donn Ramirez

The Personnel Advisory Board meets quarterly on an as-needed basis.

## PLANNING COMMISSION

Membership: 5 residents appointed by Council

Appointed by:

Name:

Gonzalez

Laurie Rios

Putnam

Larry Oblea

Rounds

Richard Moore

Serrano

Michael Madrigal

Velasco

Lillian Puentes

The Planning Commission meets the second and fourth Mondays of every month at 4:30 p.m. in Council Chambers.

## SENIOR CITIZENS ADVISORY COMMITTEE

Membership: 25

( ) indicates term expiration date

Appointed by:

Name:

González

\_\_\_\_\_ (11)  
Gloria Duran\* (10)  
Toni Vallejo (11)  
Josephine Santa-Anna (10)  
Janie Aguirre (11)

Putnam

\_\_\_\_\_ (10)  
Pete Vallejo (11)  
Jennie Valli (10)  
\_\_\_\_\_ (10)  
Martha Ohanesian (10)

Rounds

\_\_\_\_\_ (10)  
Josephine G. Ramirez (10)  
Gloria Vasquez (11)  
\_\_\_\_\_ (11)  
Lorena Huitron (11)

Serrano

Gusta Vicuna(10)  
Amelia Acosta (11)  
Louis Serrano (10)  
Mary Bravo (10)  
Jessie Serrano (11)

Velasco

Modesta Viero (11)  
Gilbert Aguirre (11)  
Julia Butler (10)  
Margaret Bustos\* (11)  
James Hogan (10)

The Senior Citizens Advisory Committee meets the second Wednesday of every month at 10:00 a.m. at the Neighborhood Center.

**\*Asterisk indicates person serves on three committees**

## SISTER CITY COMMITTEE

**Membership:** 25 appointed by Council

( ) indicates year term expires year

<b><u>Appointed By:</u></b>	<b><u>Name</u></b>		<b><u>Expiration</u></b>
<b>González</b>	Luigi	Trujillo*	(10)
	Hank	Hanh Ly	(11)
	Jimmy	Mendoza	(11)
	Kimberly	Mette	(10)
			(10)
<b>Putnam</b>	Mary K.	Reed	(11)
	Peggy Jo	Radoumis	(11)
	Jeannette	Wolfe	(11)
	Martha	Villanueva	(10)
	Gloria	Duran	(10)
<b>Rounds</b>	Manny	Zevallos	(10)
	Ted	Radoumis	(11)
	Jose	Avila	(11)
	Susan	Johnston	(10)
	Francis	Carbajal	(10)
<b>Serrano</b>	Laurie	Rios*	(11)
	Doris	Yarwood	(11)
	Charlotte	Zevallos	(10)
	Juanita	Trujillo	(11)
			(10)
<b>Velasco</b>	Hector	Renteria	(11)
	Dolores	Romero*	(11)
	Alicia	Mora*	(10)
			(10)
		Marcella	Obregon

The Sister City Committee meets the first Monday of every month at 6:30 p.m. in Town Center Hall, Meeting Room #1. When the meeting falls on a Monday holiday, the meeting is held on the second Monday of the month. No meeting is held in the month of December.

**\*Asterisk indicates person serves on three committees**

## TRAFFIC COMMISSION

Membership: 5 residents appointed by Council

Appointed by:

Name:

Gonzalez

Arcelia Valenzuela

Putnam

Manny Zevallos

Rounds

Ted Radoumis

Serrano

Sally Gaitan

Velasco

Sarah Garcia

The Traffic Commission meets the third Thursday of every month at 7:00 p.m. in Council Chambers.

## YOUTH LEADERSHIP COMMITTEE

Membership: 20 **residents** of Santa Fe Springs between the ages of 13 and 18

Appointed by:

Name:

Gonzalez

\_\_\_\_\_  
Victor Becerra (2011)  
Jessica Aguilar (2011)  
Jeanneth Guerrero (2011)

Putnam

Ashley Ortiz (2010)  
Wendy Pasillas (2013)  
Lupe Pasillas (2010)  
Krystal Aguilar (2010)

Rounds

Carina Gonzalez (2011)

\_\_\_\_\_  
Stephanie Gilbert (2011)  
Karina Saucedo (2012)

Serrano

Kimberly Romero (2011)  
Alyssa Trujillo (2011)  
Alyssa Berg (2011)  
Ariana Gonzalez (2013)

Velasco

Omar Rodriguez (2012)  
Madalin Marquez (2011)  
Martin Guerrero (2013)  
Jose Rocha (2012)

The Youth Leadership Committee meets the first Monday of every month at 6:00 p.m. in Council Chambers.