



# AGENDA

FOR THE  
ADJOURNED MEETINGS OF THE:  
PUBLIC FINANCING AUTHORITY  
WATER UTILITY AUTHORITY  
COMMUNITY DEVELOPMENT COMMISSION  
AND CITY COUNCIL

DECEMBER 20, 2011 - 6:00 P.M.

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

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

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

Luis M. González, Director/Commissioner/Councilmember  
Richard J. Moore, Director/Commissioner/Councilmember  
Juanita A. Trujillo, Director/Commissioner/Councilmember  
William K. Rounds, Vice-Chairperson/Mayor Pro Tem  
Joseph D. Serrano, Sr., Chairperson/Mayor

**PUBLIC FINANCING AUTHORITY**

3. **CONSENT AGENDA**

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

**Approval of Minutes**

A. November 22, 2011 Regular Public Financing Authority Meeting

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

**Monthly Report**

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

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

**WATER UTILITY AUTHORITY**

4. **CONSENT AGENDA**

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

**Approval of Minutes**

A. November 22, 2011 Regular Water Utility Authority Meeting

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

**Monthly Report**

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

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

5. Award of Contract for Engineering Services to Provide Well Head and Pump Design for the Construction of a New Water Production Well (No. 12) in Zone II

**Recommendation:** That the Water Utility Authority (1) Award a contract to AKM Consulting Engineers in the amount of \$205,006 for engineering services to provide well head and pump design for the construction of a new water production well (No. 12) in Zone II; and (2) Authorize the Director of Public Works to execute the agreement for the engineering services to provide well head and pump design for the construction of a new water production well (No. 12) in Zone II.

COMMUNITY DEVELOPMENT COMMISSION

6. **REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

7. **CONSENT AGENDA**

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

**Approval of Minutes**

A. November 22, 2011 Regular Community Development Commission Meeting

**Recommendation:** That the Community Development Commission approve the minutes as submitted.

8. Ameron Obligation Agreement in the Villages at Heritage Springs Project

Consideration of Agreement between the City of Santa Fe Springs (City), the Community Development Commission of Santa Fe Springs (CDC), and RCS-Villages Development, LLC, to assume the obligation for reimbursement to CDC and/or City of clean-up costs related to the Ameron site of One Million Dollars (\$1,000,000) which shall be paid in three installments as set forth in said Agreement.

**Recommendation:** That the Community Development Commission approve the Ameron Obligation Agreement in the Villages at Heritage Springs Project regarding the assignment of obligation for reimbursement of clean-up costs related to the Ameron site in the amount of One Million Dollars to be paid in three installments as set forth in the Agreement, and authorize the Chairperson to execute the attached Agreement document.

CITY COUNCIL

9. **CONSENT AGENDA**

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

**Approval of Minutes**

A. November 22, 2011 Adjourned City Council Meeting

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

**Approval of Minutes**

B. November 22, 2011 Regular City Council Meeting

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

10. **NEW BUSINESS**

Authorization to Advertise the Walking Deck Improvements at Clarke Estate (10211 Pioneer Boulevard

**Recommendation:** That the City Council (1) Approve the Plans and Specifications for Walking Deck Improvements at Clarke Estate (10211 Pioneer Boulevard); (2) Authorize the City Engineer to advertise for construction bids for the Walking Deck Improvements at Clarke Estate (10211 Pioneer Boulevard); and, (3) As soon as feasible, pursue reimbursement from Community Development Commission funds for all projects costs.

11. Appropriation of Funds for the Cleanup of Illegal Dumping on Los Nietos Road and Painter Avenue

**Recommendation:** That the City Council appropriate funds in the amount of \$15,256.80 from the General Fund for the cleanup of an illegal dumping incident.

12. Appropriation of Funds for the Removal and Installation of an HVAC Unit at Fire Station No. 3 (11517 Carmenita Road)

**Recommendation:** That the City Council (1) Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Removal and Installation of an HVAC Unit at Fire Station No. 3 (11517 Carmenita Road); and (2) De-appropriate \$25,000 from the Public Security Facility Enhancements (Account 450-0925) and appropriate \$25,000 to the Removal and Installation of an HVAC Unit at Fire Station No. 3 (15517 Carmenita Road) (Account 450-C329); and, (3) As soon as feasible, pursue reimbursement from Community Development Commission funds for all project costs.

13. Amendment of Water Rates and Related Charges for FY 2011-2012

**Recommendation:** That the City Council direct staff to initiate proceedings in accordance with Proposition 218 to consider making the following changes in water rates and service charges effective March 1, 2012: (1) Implement a 9.0% increase in water rates and service charges; and (2) Eliminate the City Facilities Rate, which provides a 50% discount of domestic and reclaimed water usage to City owned facilities.

14. Ameron Obligation Agreement in the Villages at Heritage Springs Project

Consideration of Agreement between the City of Santa Fe Springs, the Community Development Commission of Santa Fe Springs(CDC), and RCS-Villages Development, LLC, to assume the obligation for reimbursement to CDC and/or City of clean-up costs related to the Ameron site of One Million Dollars (\$1,000,000) which shall be paid in three installments as set forth in said Agreement

**Recommendation:** That the City Council approve the Ameron Obligation Agreement in the Villages at Heritage Springs Project regarding the assignment of obligation for reimbursement of clean-up costs related to the Ameron site in the amount of One Million Dollars to be paid in three installments as set forth in the Agreement, and authorize the Mayor to execute the attached Agreement document.

15. Review and Approve Lease Agreement with Southern California Edison for Santa Fe Springs Nature Park

**Recommendation:** That the City Council approve the Lease Agreement for the Santa Fe Springs Nature Park and authorize the Mayor to sign on behalf of the City of Santa Fe Springs.

**Please note: Item Nos. 16 – 26 will commence in the 7:00 p.m. hour.**

16. **INVOCATION**

17. **PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

18. Representatives from the Youth Leadership Committee

19. Representatives from the Chamber of Commerce

20. **ANNOUNCEMENTS**

**PRESENTATIONS**

21. Presentation to Gilbert Mercado upon his Retirement

22. SFS Relay for Life Committee - Recognition of the City Council

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

24. **ORAL COMMUNICATIONS**

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

25. **EXECUTIVE TEAM REPORTS**

26. **ADJOURNMENT**

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

Anita Jimenez

Anita Jimenez  
Deputy City Clerk

December 15, 2011

Date

**CITY OF SANTA FE SPRINGS MINUTES  
FOR THE REGULAR MEETINGS OF THE:  
PUBLIC FINANCING AUTHORITY  
WATER UTILITY AUTHORITY  
COMMUNITY DEVELOPMENT COMMISSION  
AND CITY COUNCIL**

**November 22, 2011**

Mayor Serrano called the meetings to order at 6:25 p.m.

**PUBLIC FINANCING AUTHORITY**

**6. CONSENT AGENDA**

**Approval of Minutes**

- A. Minutes of the October 27, 2011 Regular Public Financing Authority Meeting

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

**Monthly Report**

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

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

Director González moved the approval of Items 6A and B; Director Moore seconded the motion which carried unanimously.

**WATER UTILITY AUTHORITY**

**7. CONSENT AGENDA**

**Approval of Minutes**

- A. Minutes of the October 27, 2011 Regular Water Utility Authority Meeting

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

**Monthly Report**

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

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

Vice-Chairperson Rounds moved the approval of Items 7A and B; Director Trujillo seconded the motion which carried unanimously.

## COMMUNITY DEVELOPMENT COMMISSION

### 8. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

At a hearing of the State Board of Equalization, attended by the City Manager and the Director of Finance, it was determined that the City of Fillmore owes the City of Santa Fe Springs \$1.5 million in sales tax.

The Executive Director reported that three monument signs were being installed at the Bloomfield Business Center.

### 9. CONSENT AGENDA

#### **Approval of Minutes**

#### A. October 27, 2011 Regular Community Development Commission Meeting

**Recommendation:** That the Community Development Commission approve the minutes as submitted.

Vice-Chairperson Rounds moved the approval of Item 8A; Commissioner Trujillo seconded the motion which carried unanimously.

### 10. NEW BUSINESS

#### Consideration for Approval: Consent and Agreement Regarding Successor to Villages at Heritage Springs LLC, interest in the Villages at Heritage Springs Project

**Recommendation:** That the Community Development Commission: (1) Approve the Consent and Agreement Regarding Successor to Villages At Heritage Springs LLC, Interest in Villages at Heritage Springs and (2) Authorize the Chairperson to execute the attached Consent and Agreement document.

Commissioner Moore moved the approval of Item 10 and Item 12 on the Council agenda; Commissioner Trujillo seconded the motion which carried unanimously.

## CITY COUNCIL

### 11. CONSENT AGENDA

#### **Approval of Minutes**

#### A. Minutes of the October 27, 2011 Regular City Council Meeting

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

#### **Approval of Minutes**

#### B. Minutes of the October 29, 2011 Special City Council Meeting

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

Councilmember González moved the approval of Items 11A and B; Councilmember Trujillo seconded the motion which carried unanimously.

**12. NEW BUSINESS**

Consideration for Approval: Consent and Agreement Regarding Successor to Villages at Heritage Springs LLC, Interest in Villages at Heritage Springs Project

Consideration to consent and agree to the assignment of the developer's interest in the Villages at Heritage Springs Project from Villages LLC (Comstock) to a new development entity (Arsenault Holdings LLC)

**Recommendation:** That the City Council: (1) Approve the Consent and Agreement Regarding Successor to Villages at Heritage Springs LLC, Interest in Villages at Heritage Springs; and (2) Authorize the Mayor to execute the Consent and Agreement document.

**See Item 10.**

**13. Resolution No. 9352 – Requesting that the State Joint Legislative Audit Committee (JLAC) Identify the Central Basin Municipal Water District as a High Risk Agency and Direct the State Auditor to Conduct an Audit of the District's Practices**

**Recommendation:** That the City Council adopt Resolution No. 9352, requesting that the State Joint Legislative Audit Committee Identify the Central Basin Municipal Water District as a high risk agency and direct staff to forward the resolution to the Joint Legislative Audit Committee.

Councilmember Moore moved the approval of Item 13; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

**14. Approval of a Subrecipient Agreement with the I-5 Consortium Cities Joint Powers Authority for Use of Measure R Highway Program Design and Construction Funding**

**Recommendation:** That the City Council: (1) Approve the Subrecipient Agreement with the I-5 Consortium Cities Joint Powers Authority for Use of Measure R Highway Program Design and Construction Funding; and (2) Authorize the City Manager to execute the Agreement.

Mayor Pro Tem Rounds moved the approval of Items 13-17; Councilmember González seconded the motion which carried unanimously.

**15. Approval of Memorandum of Underpass Agreement with Burlington Northern Santa Fe Railway Company for the Valley View Avenue Grade Separation Project**

**Recommendation:** That the City Council: (1) Approve the Memorandum of Underpass Agreement with Burlington Northern Santa Fe Railway Company for the Valley View Avenue Grade Separation Project; and (2) Authorize the Director of Public Works to execute the Memorandum of Underpass Agreement.

**See Item 14.**

**16. Alcohol Sales Conditional Use Permit Case No. 53**

A request to allow the operation and maintenance of an alcohol beverage sales use for on-site customer consumption at The Dugout located at 12215 Slauson Ave., in the M-1 and M-2, Zone (Jesse Mireles/The Dugout)

**Recommendation:** That the City Council approve Alcohol Sales Conditional Use Permit (ASCUP) Case No. 53 subject to a compliance review in one (1) year, to ensure the use is still operating in strict compliance with the conditions of approval.

**See Item 14.**

17. Application for Alcohol Sales Conditional Use Permit Case No. 55  
Request for approval to allow the operation and maintenance of an alcoholic beverage use involving the storage and transportation of alcoholic beverages at 11630 Pike St., in the M2, Heavy Manufacturing Zone, located within the Consolidated Redevelopment Project Area. (Approved Freight Forwarders)

**Recommendation:** That the City Council approve Alcohol Sales Conditional Use Permit (ASCUP) Case No. 55 subject to a compliance review in one (1) year, to ensure the use is still operating in strict compliance with the conditions of approval.

**See Item 14.**

At 6:37 p.m., Mayor Serrano recessed the meetings.

**Please note: Item Nos. 18 – 28 will commence in the 7:00 p.m. hour.**

At 7:08 p.m., Mayor Serrano reconvened the meetings.

18. **INVOCATION**  
Councilmember González gave the invocation.
19. **PLEDGE OF ALLEGIANCE**  
The Youth Leadership Committee led the Pledge of Allegiance.

#### **INTRODUCTIONS**

20. Representatives from the Youth Leadership Committee

Representatives introduced themselves.

Public Relations Specialist Julie Herrera introduced members of the Santa Fe High Business Academy who will be assisting at future Council meetings. The Mayor presented Business Academy Director Dave Miller with a pen set and thanked him for his dedication to the students.

21. Representatives from the Chamber of Commerce

Mayor Serrano introduced the Chamber Executive Director Kathie Fink and Mike Foley of Cushman & Wakefield of California.

22. Supervisor Don Knabe

Mayor Serrano introduced Supervisor Don Knabe. Supervisor Knabe welcomed Santa Fe Springs into the 4<sup>th</sup> Supervisorial District and introduced his staff.

**23. ANNOUNCEMENTS**

The Mayor called on Director of Parks & Recreation Services Carole Joseph for announcements.

**PRESENTATIONS**

**24. Red Ribbon Week Community Parade and Red Ribbon Week Art Contest Winners**

Program Coordinator Rick Brown recapped the events of Red Ribbon Week and introduced the winners of the Art Contest. Winners were presented with certificates and photos with the Council were taken.

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

Councilmember Moore appointed Bryan Collins to the Community Program Committee.

**26. ORAL COMMUNICATIONS**

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

Mayor Serrano opened Oral Communications at 7:41 p.m. There being no one wishing to speak, Mayor Serrano closed Oral Communications at 7:42 p.m.

**27. EXECUTIVE TEAM REPORTS**

Assistant Director of Public Works Noe Negrete gave an update on the Neighborhood Center renovation. A new contractor has been selected and work should resume next week.

Due to the efforts of Principle Civil Engineer Rafael Casillas, the State will now pay \$350,000 for pipeline work that was previous assigned to the City.

A meeting of Red Cross Emergency Volunteers will be held at Triangle Distributing on December 29 at 4:00 p.m. to discuss merging with the BEPN.

Due to the promotion of Robert Garcia, Nick Balderas has been moved to the warehouse. An enhanced keyless entry system has been installed at the warehouse.

The Christmas Float will begin touring the City on December 5. A new stop has been added in the Villages Complex. The Santa Fe Springs Playhouse will perform *The Nutcracker* at the Activity Center in December.

The City Manager wished everyone a Happy Thanksgiving.

Councilmember Moore commended the staff who worked at the Turkey Basket Distribution for a job well done and wished everyone a Happy Thanksgiving.

Councilmember Trujillo commended Andrea Avila of Don Knabe's office and thanked Supervisor Knabe for attending the meeting.

Councilmember González wished everyone a Happy Thanksgiving and commended staff for pursuing the return of sales tax revenue from Fillmore, but reminded staff that the State Budget is upside down and that more attacks on the cities' budget were sure to follow. He asked the City Manager if he was aware of any imminent concerns.

The City Manager stated that higher education is usually the first area to be cut and although the City was always looking ahead, no particular issues had become apparent to date.

Mayor Pro Tem Rounds wished everyone a Happy Thanksgiving and reminded residents to attend the Tree Lighting Ceremony on December 3.

Mayor Serrano thanked Supervisor Knabe for attending the meeting and for his support of the City.

**28. ADJOURNMENT**

At 7:54 p.m., Mayor Serrano adjourned the meetings in memory of longtime resident Angie Rodriguez.

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Joseph D. Serrano, Sr.  
Mayor

ATTEST:

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Anita Jimenez, Deputy City Clerk



**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 11/30/11	None
Outstanding principal at 11/30/11	\$19,380,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 11/30/11	None
Outstanding principal at 11/30/11	\$14,230,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 11/30/11	None
Outstanding principal at 11/30/11	\$4,135,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 11/30/11	None
Outstanding principal at 11/30/11	\$4,325,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 11/30/11	None
Outstanding principal at 11/30/11	\$2,920,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 11/30/11	1,538,121*
Outstanding principal at 11/30/11	\$31,047,149

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 11/30/11	None
Outstanding principal at 11/30/11	\$13,530,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 11/30/11	None
Outstanding principal at 11/30/11	\$41,205,000

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 2011-12 revenue sources funding these appropriations will be sufficient as well.



Thaddeus McCormack  
City Manager/Executive Director

\* \$1,538,121 of 2006-A tax exempt bond funds had been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds were reimbursed from Federal, State and County sources in May 2011. However, due to the lawsuit pending with the State no appropriations can be made until the California Supreme Court decides the case. This is expected by mid-January 2012.

PLEASE SEE ITEM 3A



# City of Santa Fe Springs

Water Utility Authority Meeting

December 20, 2011

## NEW BUSINESS

### Update on the Status of Water-Related Capital Improvement Projects

#### RECOMMENDATION

That the Water Utility Authority receive and file the report.

#### BACKGROUND

This report is for informational purposes only. The following is a listing of active water projects along with their current status:

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

Work continues to be performed to enable the construction of a new water production well on city property located on Borate Street east of Radburn Avenue.

Geoscience Support Services, Inc., the City's Hydrogeological consultant is finalizing the technical specifications for well drilling, construction, development and testing. Upon final review by City staff, it is anticipated to request authorization to advertise for the well drilling in the first quarter of next year.

Staff is recommending that the City Council consider awarding a contract to AKM Consulting Engineers for engineering services to provide well head and pump design, as detailed in the corresponding agenda report.

#### FISCAL IMPACT

The projects are fully funded through the Capital Improvement Program in place.

#### INFRASTRUCTURE IMPACT

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

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

Thaddeus McCormack  
Executive Director

#### Attachment(s):

None.

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

Date of Report: December 14, 2011

4B



# City of Santa Fe Springs

Water Utility Authority Meeting

December 20, 2011

## **NEW BUSINESS**

Award of Contract for Engineering Services to Provide Well Head and Pump Design for the Construction of a New Water Production Well (No. 12) in Zone II

### RECOMMENDATION

That the Water Utility Authority take the following actions:

1. Award a contract to AKM Consulting Engineers in the amount of \$205,006 for engineering services to provide well head and pump design for the construction of a new water production well (No. 12) in Zone II; and
2. Authorize the Director of Public Works to execute the agreement for the engineering services to provide well head and pump design for the construction of a new water production well (No. 12) in Zone II.

### BACKGROUND

The City Council, at their meeting of September 29, 2011 authorized staff to solicit Request for Proposals (RFP) for the subject project. The RFP was sent to approximately six (6) firms and was posted to the internet. A total of seven (7) proposals were received on November 1, 2011.

A three-member evaluation team consisting of in-house staff reviewed each proposal based on project-specific criteria, such as the firm's understanding of the work to be done, experience with similar kinds of work, and familiarity with well head design, quality of staff, etc. The evaluation committee consisted of Noe Negrete, Assistant Director of Public Works, Frank Beach, Utility Services Manager, and Alan Townsley, Water Distribution Supervisor. Interviews were then conducted with the top three most-qualified firms on November 21, 2011. After evaluation of the proposals and the interviews, the evaluation committee recommends AKM Consulting Engineers (AKM) as the most qualified firm for the project. AKM exhibited local groundwater knowledge, has designed ten wells within the past five years, previously worked with Geoscience (City's Hydrogeological consultant on Well No. 12) on other well development projects and demonstrated the ability to provide innovative solutions if required during the design of the project.

Attached is a summary of the evaluation committee's rankings of the proposals and interviews. As shown, AKM was the highest rated firm after the selection process.

The proposals submitted to the City, the evaluation and interview score sheets, and the fee proposal submitted by AKM are on file in public works.

### FISCAL IMPACT

The construction of a new water production well in Zone II is included in the 2006 –

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

Date of Report: December 14, 2011

2011 Capital Improvement Program. Sufficient funds are available to cover the cost to perform the work. The fee submitted by AKM is 2.5% above the staff estimate of \$200,000.



Thaddeus McCormack  
Executive Director

Attachment(s):

1. Summary Score Sheets:
  - Evaluation of Proposals
  - Evaluation of Interviews
2. Professional Services Agreement

**WELL HEAD AND PUMP DESIGN FOR THE  
CONSTRUCTION OF A NEW WATER PRODUCTION WELL IN ZONE II  
SUMMARY SCORE SHEET**

**EVALUATION OF PROPOSALS**

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100 (Round Up)
	1	2	3	TOTAL SCORE	
PSOMAS	91	89	98	278	93
RBF	89	92	97	278	93
AKM CONSULTING ENGINEERS	85	95	96	276	92
KRIEGER & STEWART	73	85	83	241	80
SA ASSOCIATES	74	85	75	234	78
LUHDORFF AND SCALMANINI	53	90	85	228	76
CIVIL SOURCE	47	86	60	193	64

The evaluation criteria used for rating the proposals is as follows:

- \* Understanding the Work to be Done.
- \* Experience with Similar Kinds of Work.
- \* Quality of Staff for Work to be Done.
- \* Experience with remediation and treatment of groundwater
- \* Financial Responsibility
- \* Demonstrated Technical Ability

**WELL HEAD AND PUMP DESIGN FOR THE  
CONSTRUCTION OF A NEW WATER PRODUCTION WELL IN ZONE II  
SUMMARY SCORE SHEET**

**INTERVIEW OF FIRMS**

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100 (Round Up)
	1	2	3	TOTAL SCORE	
AKM CONSULTING ENGINEERS	92	92	89	273	91
PSOMAS	87	90	92	269	90
RBF	86	82	82	250	83

The evaluation criteria used for rating the interviews is as follows:

- \* Project Understanding
- \* Experience with Similar Kinds of Well Projects
- \* Staff Experience
- \* Experience with remediation and treatment of groundwater
- \* Reputation - Past Clients, Repeat Business, Reliability, and References
- \* Demonstrated Capabilities, Historic and Deliverables - Innovative or Advanced Techniques

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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of December 2011, by and between the CITY OF CITY OF SANTA FE SPRINGS, a municipal corporation (the "CITY"), and AKM Consulting Engineers ("CONSULTANT").

**RECITALS**

WHEREAS, the CITY desires to employ a CONSULTANT to provide engineering services to provide well head and pump design for the construction of a new water production well (No. 12) in Zone II.

WHEREAS, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services required hereunder will be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings cited in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. **PROJECT COORDINATION AND SUPERVISION.** Frank Beach, Utility Services Manager is hereby is designated as the Project Manager for the CITY

and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. John Loague, Principal is thereby designated as the Project Director for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "B" shall not exceed \$205,006 (the Base amount) without prior written authorization from the City. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "B" as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** Completion dates or time durations for specific portions of the Project are set forth in Exhibit "A" with the exception below.
  - a) Final Plans, Specifications and Estimates for the Well Equipping Design to be completed by June 30, 2012.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, Estimates and other documents prepared by the CONSULTANT for this Project, paper and electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it

by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONSULTANT.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employee of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subConsultants, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its subConsultant(s) shall require the subConsultant to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT'S agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONSULTANT, its agents, servants, and employees are as to the CITY wholly independent Consultants and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The CONSULTANT, and each of its subconsultants, shall obtain and maintain a current City of Santa Fe Springs

business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

11. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national

origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligent performance of this Agreement.
15. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal

acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

16. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subconsultants, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

A. Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONSULTANT's employees.

The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

Any aggregate insurance limits must apply solely to this Agreement.

Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less

than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the City's Risk Manager.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION / ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

19. **TERMINATION.**
  - A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to

the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: Mr. Frank Beach, Utility Services Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3679

To the CONSULTANT: Mr. John Loague, Principal  
AKM Consulting Engineers  
553 Wald  
Irvine, CA 92618

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.**

During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

- If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of Santa Fe Springs in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONSULTANT.

22. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific

Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement,

(iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF SANTA FE SPRINGS**

**CONSULTANT**

*(Corporation – signature of two corporate officers))*

*(Partnership – one signature)*

*(Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Donald K. Jensen,  
Director of Public Works

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Skolnik  
City Attorney

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

## **2-4 PROJECT SCHEDULE**

AKM Consulting Engineer's proposed project schedule as indicated hereinafter is contingent upon implementation of the scope of design services as contained within this proposal. Changes to the scope may affect the project schedule. However, it is acknowledged that time is and will remain of the essence throughout the course of the work. Correspondingly, all schedule modifications will be treated in a manner reflecting this consideration.

## **3-0 PROJECT UNDERSTANDING AND SCOPE OF WORK**

### **3-1 BACKGROUND**

The Santa Fe Springs Water Utility Authority is proposing to drill and equip a new well (Well No. 12) on Borate Street near Radburn Avenue (see Figure 1) in the City of Santa Fe Springs. The well will replace Well No. 2 (located at Fire Station No. 3), which was recently removed from operation due to arsenic levels in excess of the EPA maximum contaminant limit.

It is anticipated that Well No. 12, when complete, will produce between 2,000 gpm and 3,000 gpm of water. The expected well depth is 1,500 feet. Static and pumping water levels are projected to be between 100 feet and 180 feet below ground surface, respectively.

The City has retained the services of a hydrogeologist for the design of the drilling phase of the project. Drilling of the well is currently scheduled to begin in January of 2012, and should be complete by May or June of 2012.

This proposal has been prepared to address design services to be provided during the equipping phase of the project.

### **3-2 PROJECT UNDERSTANDING**

Construction documents for the equipping of Well No. 12 cannot be totally completed until the well is drilled, test pumping is conducted, and the final well report is completed. However, to minimize the delay between the completion of the well drilling construction contract and the commencement of the equipping phase of the project, AKM will begin the well equipping design upon notice to proceed, based upon the projected well production rate.

Initial efforts will focus upon preparing a site survey and conducting utility research in the area of work to produce a base map of the well site. This map will then be used to select the optimum location to place the new well considering: the proposed building footprint; space requirements for drilling the well; access for operation and maintenance; and impacts to railroad and local businesses, assuming that the well drilling has not commenced.

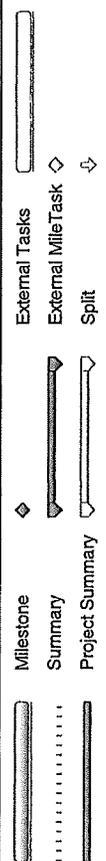
We propose to include in the well drilling construction project, design plans for a drain line. The drain line will initially be used to dispose of water generated during well development and test pumping, and will later be used to discharge water from the completed well facility's pump-to-waste cycle. Sizing of the pipe will be adequate to convey the test pumping flows. It is understood that the nearest storm drain facility to the well site is approximately 1,300 LF away, at the intersection of Radburn Avenue and Gannet Street.

A permit will be required from the Los Angeles County Flood Control District (LACFCD) to connect the drain line to the local storm drain system. The permit requires a hydraulic analysis of the LACFCD system to ensure that it has the capacity to accept the flows from the well.

A preliminary design report will be created showing all equipment and piping, and how it will be situated on the well property. After approval of the report by the City, AKM will begin preparation of construction drawings and specifications for equipping the well.

**PROJECT SCHEDULE**  
**City of Santa Fe Springs**  
**Well Head and Pump Design for the Construction of a New Water Well (Well No. 12) in Zone II**  
**November 1, 2011**

ID	Task Name	Duration	Start	Finish	Dec '11	Jan '12	Feb '12	Mar '12	Apr '12	May '12	Jun '12	Jul '12
1	TASK 1 Initial Investigation and Project Management	24 days	Tue 12/6/11	Fri 1/6/12	27	4	11	18	25	1	18	15
2	Kick-Off Meeting	0 days	Tue 12/6/11	Tue 12/6/11	12/6							
3	Review Existing Documents	9 days	Tue 12/6/11	Fri 12/16/11								
4	Utility Coordination	19 days	Tue 12/6/11	Fri 12/30/11								
5	Site Survey	24 days	Tue 12/6/11	Fri 1/6/12								
6	TASK 2 Preliminary Design Memorandum	39 days	Tue 12/6/11	Fri 1/27/12								
7	Well Facility Layout	19 days	Tue 12/6/11	Fri 12/30/11								
8	Chlorination System Analysis	19 days	Tue 12/6/11	Fri 12/30/11								
9	Electrical Equipment	10 days	Mon 12/19/11	Fri 12/30/11								
10	SCADA System	5 days	Mon 12/26/11	Fri 12/30/11								
11	Equipment Selection	19 days	Tue 12/6/11	Fri 12/30/11								
12	Draft Report Preparation	10 days	Mon 1/2/12	Fri 1/13/12								
13	Cost Estimate	5 days	Mon 1/9/12	Fri 1/13/12								
14	City Review	5 days	Mon 1/16/12	Fri 1/20/12								
15	Final Report	5 days	Mon 1/23/12	Fri 1/27/12								
16	TASK 3 Drilling Phase Engineering Support Services	40 days	Mon 1/9/12	Fri 3/2/12								
17	Well Drilling Location Map	5 days	Mon 1/9/12	Fri 1/13/12								
18	Drain Line Design and Specifications	15 days	Mon 1/16/12	Fri 2/3/12								
19	LACFCD Permitting	20 days	Mon 2/6/12	Fri 3/2/12								
20	TASK 4 Well Equipping Design Services	159 days	Tue 12/6/11	Fri 7/13/12								
21	Geotechnical Investigation	29 days	Tue 12/6/11	Fri 1/13/12								
22	Well Equipping Plans/Specifications Estimates	120 days	Mon 1/30/12	Fri 7/13/12								
23	75% Submittal	45 days	Mon 1/30/12	Fri 3/30/12								
24	City Review	10 days	Mon 4/2/12	Fri 4/13/12								
25	90% Submittal	35 days	Mon 4/16/12	Fri 6/1/12								
26	City Review	10 days	Mon 6/4/12	Fri 6/15/12								
27	Final Submittal	20 days	Mon 6/18/12	Fri 7/13/12								



Project: Project Sched-SF Springs.mp  
 Date: Mon 10/31/11

Task Split Progress

Milestone Summary Project Summary External Tasks External MileTask

Split



SCALE IN FEET  
1 inch = 200 ft.



AKM Consulting Engineers  
553 Wald  
Irvine, Ca. 92618  
(949) 753-7333

**SANTA FE SPRINGS**  
CONSTRUCTION OF WELL 12  
**SITE PLAN**

FIGURE  
**1**

All equipment specified will be reviewed with the City to ensure it is consistent with the City's preferences and standardization practices. It is our understanding that all equipment will be located in a masonry building, with the site enclosed by a block wall. A motorized sliding gate will be provided for access to the site.

Well piping will include a check valve and flowmeter and isolation valves. A pump-to-waste system will be provided, as will a sand separator. It is anticipated that the well will be VFD operated, and that all controls necessary to operate the well will be included in the VFD. An RTU will also be provided to communicate with the City's SCADA network (radio system). If desired by the City, the well will be capable of being remotely called or shutdown via the SCADA system. Chlorination equipment in the form of bulk sodium hypochlorite storage, and dosing pumps are also to be part of the design. It is envisioned that the chlorination equipment would be located in a dedicated room of the well building, but could also be designed as a totally separate building if preferred by the City. Alternative methods of chlorination, such as on-site generation, will also be investigated and incorporated into the project if desired by the City. The project will not include a stationary on-site generator, but will have provisions for connecting a portable generator when needed. Figure 2 show a concept well layout for the project.

It is planned that the equipping drawings will be essentially complete near the time test pumping of the well is underway. Once test pumping is concluded and a final well capacity recommendation is made by the hydrogeologist, the well pump will be selected and the equipping plans finalized. It is assumed that all hydraulic information concerning the City's distribution system needed to properly select the pump will be furnished by the City. If the City has a properly calibrated model of the system, AKM can use it in developing the design data for selecting the well pump.

### 3-3 SCOPE OF WORK

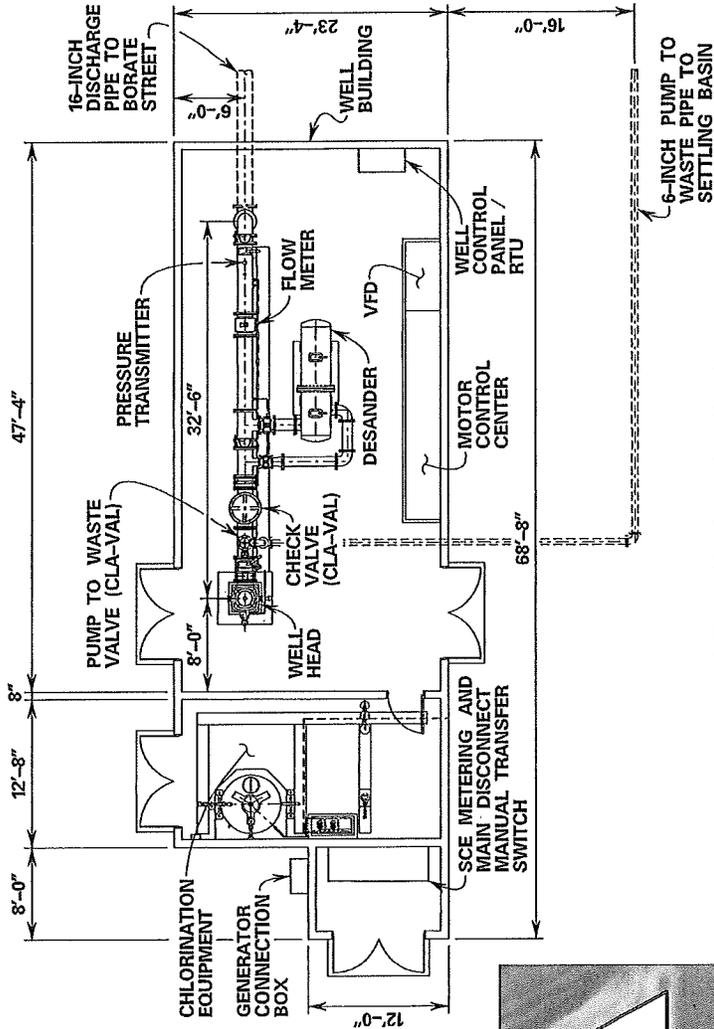
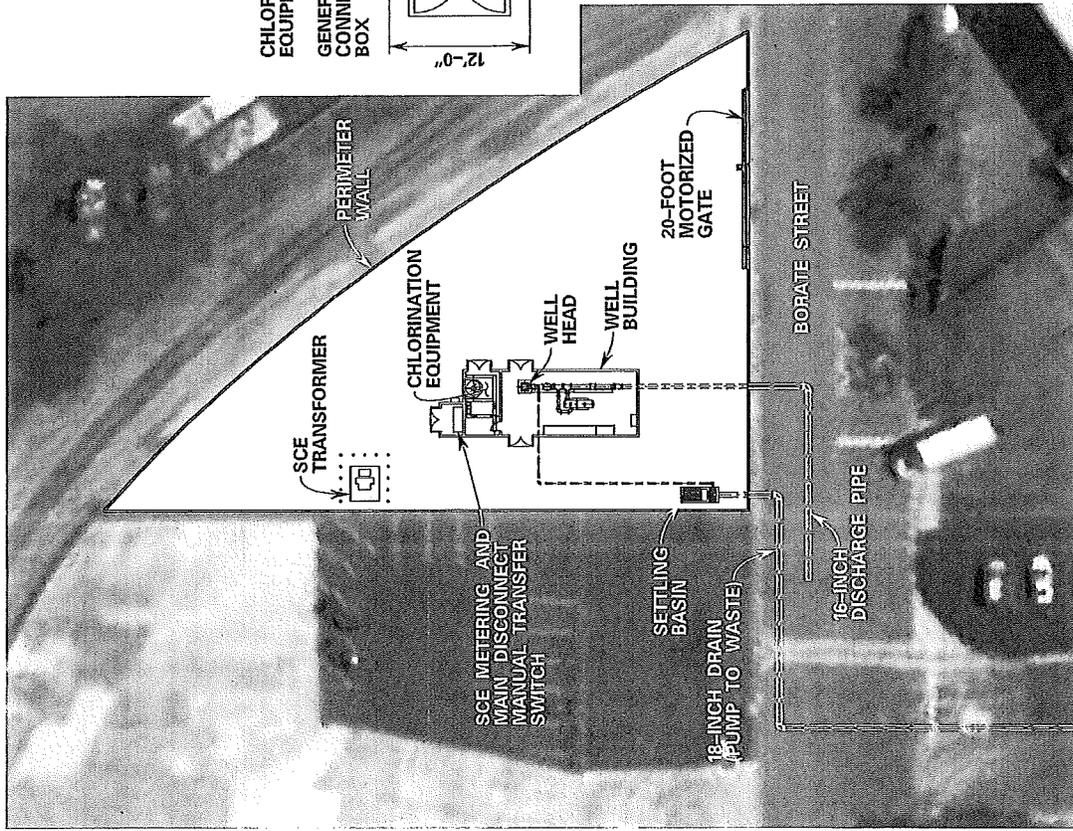
#### TASK 1 – INITIAL INVESTIGATION AND PROJECT MANAGEMENT

A. **Kick-Off Meeting** – The project will commence with a kick-off meeting with the City. The purpose of the project and the desired objectives will be discussed. The project schedule will be reviewed and lines of communication will be established.

City staff will be interviewed to develop insight into the proposed well design and operation, and discuss preferences, if any, on layout, valving, piping, pumps, controls, electrical, telemetry and other components. If any standardization is desired, its application to the project will be evaluated. AKM will prepare minutes summarizing the meeting discussions, and distribute the minutes to all meeting participants.

B. **Review Existing Documents** – The hydrogeologist's Preliminary Design Report, construction specifications, operational data, measurements, improvement plans, easements and legal documents will be obtained. The information will be completely reviewed and documented as appropriate.

C. **Utility Coordination** – As-built plans and/or atlas sheets for all the utilities in the vicinity of the Well No. 12 site and along the alignments of the discharge pipe and drain line will be obtained. This information will be plotted on surveyed topographic maps (Task 1-D) of the work area, and confirmed through field investigations. Meetings will be held with the SCE service planner to obtain service conditions, and requirements for providing electrical service to the new well site. AKM will obtain an SCE service plan prior to completion of the construction documents.



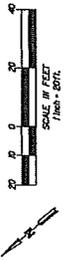
**WELL 12 BUILDING PLAN**

NOT TO SCALE

AKI Consulting Engineers  
555 Wild  
Briar, Co. 92818  
(949) 753-7333

SANTA FE SPRINGS  
CONSTRUCTION OF WELL 12  
WELL 12 SITE LAYOUT  
AND BUILDING PLAN

PROJECT  
2



RADBURN AVENUE

**WELL 12 SITE LAYOUT**

**D. Site Survey** – AKM will identify the limits of the City’s property and will develop a topographic map of the area. Surveys will also be conducted off-site, to the point of connection of the proposed well discharge pipe and drain line. The work will be performed by a registered professional land surveyor in the State of California, and will include the following, at a minimum.

1. All surfaces features (walls, piping, manholes, catch basins, vaults, boxes, buildings, curb, gutter, paving, railroad tracks, etc.).
2. 1-foot interval ground surface contours and spot evaluations at regular intervals.
3. The City’s property line, street right-of-way, and street centerline.
4. Invert elevations of all sewer manholes and storm drain catch basins within the survey limits.

The mapping will be utilized to select a location for the new well, and for preparation of the equipping drawings to be completed under Task 2. All survey services will be performed by C&V Consulting, under the direction of Mr. Charlie Priolo, P.E., as a subconsultant to AKM.

**E. Project Management** – Project management will include day-to-day coordination of the work; attendance at the kick-off meeting; attendance at up to 6 project meetings with the City; preparation of meeting minutes; quality control reviews; schedule maintenance; resource management; and status reports.

#### **TASK 2 – Preliminary Design Memorandum**

AKM will prepare a Preliminary Design Memorandum which addresses the proposed design of the well. A draft version shall be submitted for City review followed by the final version, incorporating all City comments. The memorandum shall include the following as a minimum.

**A. Well Facility Layout** – Based upon conversations with the City and the hydrogeologist, AKM will develop a well layout and plot plan for the site. The plans will include all discharge piping, valves, pump-to-waste system, sand separator, sample taps, disinfection system, and electrical equipment required for a complete and operable facility. The plans will also include building dimensions, elevations, yard piping, and site access (gates). The layout will consider not only the equipment required to operate the well facility, but also requirements for drilling and future servicing of the well.

**B. Chlorination System Analysis** – AKM will prepare a cost benefit analysis addressing potential options for disinfection of the water produced by the well. Alternatives to be evaluated will be determined jointly with the City, but may include: bulk sodium hypochlorite; on-site generation; or gas chlorination. The analysis will include the relative capital and operational cost differential between the various alternatives.

**C. Well Pump Selection** – Based upon the hydrogeologist’s preliminary design report and initial estimates as to well capacity, static pumping level, specific capacity, AKM will provide an initial recommendation for the pump and motor to be utilized for the project. The analysis will require information from the City regarding its distribution system. It has been assumed, for the purpose of this proposal, that the City has a properly calibrated hydraulic model of its system, and that operating pressures at the well head will be determined by the City and furnished to AKM. After the well is drilled and test pumping is completed, AKM will re-evaluate the pump selection (under Task 3 of this proposal) to verify that the initial selection is still appropriate, or select a new pump and motor for the application.

**D. Electrical Equipment** – AKM will develop a single line diagram showing all electrical loads which will be required, and will initially size the main switchboard, motor control center, and

variable frequency drive required for the project. AKM will also estimate the required portable generator and manual transfer switch size which will be required to run the facility, or evaluate an existing City owned genset which may be used to power the well under emergency conditions.

- E. **SCADA System** – AKM will determine all equipment which will be required to communicate with the City's SCADA system, and will identify status and alarm conditions through consultation with the City, which will be monitored. Not included is a radio survey to verify that radio communications are possible from the site. If required, we will work with the City to obtain this information.
- F. **Equipment Selection** – Through discussions with the City, AKM will develop a manufacturers list of recommended equipment to be used on the project. The design of the facility will then be based upon this equipment.
- G. **Cost Estimates** – AKM will generate capital, and operation and maintenance cost estimates for the well facility. The costs will be indexed and inflated as required to include a contingency, and an allowance for change orders.

### **TASK 3 – Drilling Phase, Engineering Support Services**

- A. **Well Drilling Location Map** – Based upon discussions with the hydrogeologist and the City, a map showing the proposed well location, and the Contractor's work area, will be prepared. The well location will be based upon: recommendations by the hydrogeologist; the City proposed use of the site; ability to fit a drill rig and pipe trailer into the area; existing utilities; layout of the future well building, piping and equipment; and area available to access and maintain the well. An 11" x 17" drawing will be created for attachment to the appendices of the well drilling project specifications, showing the exact location that the well is to be drilled.
- B. **Drain Line Design and Drawing Preparation** – AKM will prepare a plan and profile drawing showing the alignment and grade for the well drain pipe, and all existing utilities in the area of work. This facility will be used during the drilling phase for discharging water generated from well development and test pumping, and will be sized accordingly to convey this flow. After completion of the well drilling, the pipe will be used to discharge water generated during the well's pump-to-waste cycle. For the purpose of this proposal, it is assumed that an 18-inch pipe will be required, and that it will extend to the intersection of Radburn Avenue and Gannet Street.

The work will include applying for and obtaining a permit to connect to the local storm drain system, which outlets to Coyote Creek, from the Los Angeles County Flood Control District. Not included in our proposal is the preparation of any traffic control plans for the work. The plan will be prepared on a 22" x 34" sheet using City's standard title block. An 11" x 17" drawing will also be created for inclusion to the appendix of the drilling project specifications. The plan will be submitted at the 75%, 90% and final design levels. The final drawing will be printed on mylar, and signed and sealed by a registered professional engineer in the State of California. Electronic files in AutoCAD format will also be submitted.

- C. **Specifications** – AKM will prepare specifications for construction of the drain line, to be included in the overall specification package for the drilling of the well. Specifications will be submitted at the 75%, 90% and final design levels. Final specifications will be delivered as a hard copy, and electronically in Microsoft Word format.

**TASK 4 – Well Equipping Design Services**

**A. Geotechnical Investigation** – A geotechnical study will be conducted at the Well No. 12 site to determine soil conditions, and provide design recommendations for the well building and the underground piping system. Two small diameter borings will be conducted to 25 feet and to 50 feet, and will be logged and sampled at selected depths. The completed geotechnical report will address the following:

- Allowable vertical and lateral capacity of foundations
- The modulus of subgrade reaction at the mat slab level
- Total and differential settlements
- Geotechnical and seismic hazards, including fault ground rupture, liquefaction, and seismic induced settlement
- Lateral (active, passive, and at rest) earth pressures for retaining structures
- Site response coefficient and seismic design criteria per the California Building Code
- Pavement design recommendations
- Existing and historic high groundwater levels
- Shoring design recommendations

Geotechnical services will be performed by Ninyo and Moore, under the direction of Mr. Jalal Vakili, PhD., P.E., as a subconsultant to AKM.

**B. Well Equipping Plans** – Well equipping plans will be prepared during the period that well drilling is taking place. Final drawings will be completed after test pumping has been performed, and the final well report is published the hydrogeologist. It is anticipated that the following construction drawings will be prepared.

1. Title Sheet	16. Building Sections	30. Electrical Symbols & Abbreviations
2. General Notes	17. Wall & Foundation Sections	31. Single Line Diagram & MCC Elevation
3. Site Plan	18. Roof Framing Details	32. Conduit Plan
4. Grading & Paving Plan	19. Structural Sections & Details	33. Lighting Plan
5. Discharge Pipe Plan & Profile Drawing	20. Structural Sections & Details	34. VFD Elevation & Control Diagram
6. Civil Details	21. Typical Reinforcing Steel Details	35. PLC I/O
7. Civil Details	22. Typical Structural Details	36. SCE Service Plan
8. Wall Profile & Details	23. Well Mechanical Plan	37. Electrical Details
9. Building Elevations	24. Well Pump & Discharge Pipe Section	38. SCADA System Diagram
10. Motorized Gate Details	25. Chlorine Room Equipment Plan	39. Process & Instrumentation Symbols & Abbreviations
11. Roof Plan	26. Chlorine Room Equipment Sections	40. Process & Instrumentation Diagram
12. Architectural Details	27. Well Head Details & Sections	
13. Structural Notes	28. Mechanical Details	
14. Foundation Plan	29. Mechanical Details	
15. Roof Framing Plan		

The proposed well site will be enclosed by a block wall. For the purpose of this proposal, it has been assumed that well discharge piping will be 16 inches, and will include: check valve, flowmeter, air/vac valves; pressure gauges, pressure switches, and pressure transducer; well level transducer; Rossum sand sampler; sample tap; tap for SCE testing; chlorination injection tap; chlorine residual sample tap and connection to a chlorine residual analyzer; pump pre-lube system; 6-inch pump-to-waste system including deep well pump control valve

and flow meter; and sand separator. The discharge piping will connect to the existing 12-inch distribution system piping in Borate Street.

Plans will conform to all City drafting standards and will include City standard details as applicable. Plans will be submitted at the 75%, 90% and final design levels. Plans will be prepared on a 22" x 34" sheet on the City's standard title block. Final drawings will be printed on mylar and will be signed and sealed by a registered professional engineer in the State of California. Electronic files in AutoCAD and/or PDF formats will also be furnished to the City.

- C. **Well Pump Selection** – Based upon test pumping results and hydraulic information provided by the City, AKM will verify our initial pump selection made during the preliminary design memorandum, or select a new pump and pump setting for the project if necessary. The pump and motor will be designed to deliver the full recommended pumping rate at the historical low groundwater level, assuming a 15% reduction in the well's specific capacity. It is assumed that the well is pumping into a closed pressure zone, and that variable speed operation will be necessary. Our analysis will include review of pump operation at various speeds required to deliver the range of flows anticipated at the facility. It is assumed that the City will provide all hydraulic data of its system necessary to properly size and select the pump for the project. AKM can use the City's calibrated model for this purpose, if one is available.
- D. **Specifications** – Technical specifications delineating project issues and technical requirements will be prepared for the well equipping project. The technical specifications will describe design and coordination features of the work, as well as provide requirements for materials, equipment, installation, workmanship, and special requirements contained in the CEQA document for the project. Front end documents furnished by the City will be edited by AKM and assembled with the bid form and technical specifications to form a complete package for the project.
- Project specifications will be submitted at the 75%, 90% and final level. Final specifications will be signed and sealed by a registered professional engineer in the State of California. One hard copy of the final specifications will be furnished, along with electronic files in MSWord format.
- E. **Cost Estimates** – Cost estimates will be prepared on the project bid form, and will be submitted at the 90% and final completion stages. Cost estimates will be based upon vendors' quotes, quantity estimates, and AKM's experience with similar work. As requested by the City, AKM will also provide estimated annual operation costs for the well, which shall include power, chemicals, maintenance, equipment replacement, and well cleaning costs.
- F. **SCE Service** – AKM will coordinate electric service to the new well site with SCE, and show the proposed pick-up point, conduit size, routing, and transformer pad location on the contract drawings. A project address will be obtained from the City to facilitate electrical service to the site, as required by SCE. Any fees or charges associated with the coordination, planning, or installation of the electrical service assessed by SCE, are not included as part of our proposal.
- G. **Health Department Permit Assistance** – AKM will coordinate the well design with the Health Department, and will provide the City with any assistance which may be required relating to the Health Department permit.

### **TASK 5 – Construction Bid Phase**

We suggest that the City pre-qualify the construction contractors and allow only those with proper qualifications to bid the project. AKM can assist the City in preparing the pre-qualification packages and evaluating the submittals as an optional task.

AKM will provide construction documents to the City and provide engineering assistance during the bid as follows:

1. **Respond to Questions During Bidding** – This task will involve responding to Contractor questions during the bidding period. It is understood that the City will receive all questions and issue responses in order to properly control the flow of information.
2. **Attend Pre-Bid Conference** – The project manager and the lead engineer will attend this meeting to respond to Contractor questions.
3. **Prepare Addenda** – If needed, the plans and specifications will be revised to address the bidding period issues with addenda being prepared. We have included budget for preparing and issuing 2 addenda to the contract documents.

**TASK 6 – Construction Engineering** – AKM will provide engineering services during construction, as follows:

- A. **Response to Request for Information and Request for Change Order** – AKM will provide responses to requests for information and change orders forwarded by the City. A total of 20 RFI responses and 5 change order responses have been budgeted in our proposal.
- B. **Shop Drawing Review** – The shop drawings will be received by the City and transmitted to AKM for review. Two reviews of each shop drawing have been included in the scope of work (total 80 reviews). AKM will maintain a complete log of the shop drawing submittal and review process. Shop drawing reviews will be completed within 1-week of receipt.
- C. **Site Visit/Construction Meeting Attendance** – AKM will provide periodic site visits to monitor construction progress and to attend construction meetings. A total of 10 site visits have been included in our proposal.
- D. **Preparation of Design Changes** – Revisions to the contract documents will be prepared to address field issues which were not foreseen in the design. A total of 5 plan revisions have been budgeted in our proposal.
- E. **Start-Up Assistance** – It is proposed AKM prepare a start-up protocol and submit it to the City and Contractor for review and comments. Following the acceptance of the testing protocol, AKM's Project Engineer will attend 3 days of start-up testing to verify that systems are functioning as designed. At the conclusion of testing, a report will be generated summarizing operational tests that were conducted and the results of the test(s). Any corrective action required by the Contractor will also be included in the report.
- F. **As-Built Drawings** – AKM will prepare as-built drawings for the project based upon the Contractor's and Inspector's redlined construction notes. The corrections will be made electronically and the drawings replotted on mylar. Both revised mylar drawings and electronic files of the as-builts will be submitted to the City.

	Project Manager	Project Engineer	Principal Engineer	Associate Engineer	CAD	Construction Manager	Office Support	AKM Labor Hours	AKM Labor Cost	Sub Consultant	Expenses	Total Cost
<b>TASK 1 Initial Investigation and Project Management</b>												
Kick-Off Meeting	4	4						8	\$1,360			\$1,360
Review Existing Documents	4	4						8	\$1,360			\$1,360
Utility Coordination		4		8				12	\$1,560		\$250	\$1,810
Site Survey	2							2	\$380	\$6,000		\$6,380
<b>TASK 2 Preliminary Design Memorandum</b>												
Well Facility Layout	2	4	4	4	8			18	\$2,140			\$2,140
Chlorination System Analysis	1	6	4	4				15	\$2,362			\$2,362
Electrical Equipment	1	4			4			9	\$1,130			\$1,130
SCADA System	1	4	4					5	\$790			\$790
Equipment Selection	1	6		4				11	\$1,570			\$1,570
Draft Report Preparation	2	16	4	16	20	4	12	74	\$8,452		\$250	\$8,702
Cost Estimate	1	4		8				13	\$1,750			\$1,750
Final Report	2	8	4	8	8		8	38	\$4,532		\$250	\$4,782
<b>TASK 3 Drilling Phase Engineering Support Services</b>												
Well Drilling Location Map		4		4	4			12	\$1,420			\$1,420
Drain Line Design and Specifications	2	24	2	12	40	2	4	86	\$9,716		\$250	\$9,966
LACFOD Permitting		16						16	\$2,400			\$2,400
<b>TASK 4 Well Equipping Design Services</b>												
Geotechnical Investigation	2							2	\$380	\$11,500		\$11,880
Well Equipping Plans	16	200	12	120	500	8	12	868	\$94,056		\$1,500	\$95,556
Well Pump Selection	4	8						12	\$1,960			\$1,960
Specifications	6	32	4	8		4	4	58	\$8,432		\$500	\$8,932
Cost Estimates	2	8	2	8				20	\$2,936			\$2,936
SCE Service		8						8	\$1,200			\$1,200
Health Department Coordination and Support	2	12						14	\$2,180			\$2,180
<b>TASK 5 Bid Support</b>												
Respond to Questions During Bid	2	4						6	\$980			\$980
Attend Pre-Bid Conference	2	4						6	\$980			\$980
Prepare Addenda	2	4			8		4	18	\$1,920			\$1,920
<b>TASK 6 Engineering Support During Construction</b>												
Response to RFI's and RFC's	4	16					20	40	\$4,460			\$4,460
Shop Drawing Review		24		60				84	\$10,800		\$250	\$11,050
Site Visit/Construction Meeting Attendance		16						16	\$2,400		\$250	\$2,650
Preparation of Design Changes		8		8	24			40	\$4,200		\$250	\$4,450
Start up Assistance		18						18	\$2,700		\$250	\$2,950
As-Built Drawings				8	24			32	\$3,000			\$3,000
Total Hours	65	470	32	280	640	18	64	1569				
Rate (\$/Hr)	\$190	\$150	\$198	\$120	\$85	\$120	\$65					
<b>Total Cost</b>	<b>\$12,350</b>	<b>\$70,500</b>	<b>\$6,336</b>	<b>\$33,600</b>	<b>\$54,400</b>	<b>\$2,160</b>	<b>\$4,160</b>		<b>\$189,506</b>	<b>\$17,500</b>	<b>\$4,000</b>	<b>\$205,006</b>

PLEASE SEE ITEM 3A



**NEW BUSINESS**

Ameron Obligation Agreement in the Villages at Heritage Springs Project.

Consideration of Agreement between the City of Santa Fe Springs (City), the Community Development Commission of Santa Fe Springs (CDC), and RCS-Villages Development, LLC, to assume the obligation for reimbursement to CDC and/or City of clean-up costs related to the Ameron site of One Million Dollars (\$1,000,000) which shall be paid in three installments as set forth in said Agreement.

**RECOMMENDATION**

It is recommended that the Community Development Commission approve the Ameron Obligation Agreement in the Villages at Heritage Springs Project regarding the assignment of obligation for reimbursement of clean-up costs related to the Ameron site in the amount of One Million Dollars to be paid in three installments as set forth in the Agreement, and authorize the Chairperson to execute the attached Agreement document.

**BACKGROUND**

The City and CDC's consent to the assignment of the Villages project to a new developer was conditioned, in part, on the new developer's recognition of a preexisting developer obligation to pay \$1,000,000 toward the cost of cleaning up the Ameron property. That preexisting obligation never specified a deadline, or a trigger for such payment. The attached agreement memorializes a schedule negotiated by the City/Commission Attorney which will result in the City receiving three annual payments of \$333,333.33 each, in January of 2012, 2013 and 2014.

**FISCAL IMPACT**

By approving the Ameron Obligation Agreement in the Villages at Heritage Springs Project, the CDC will be establishing specific dates within which the outstanding obligation must be paid. The result will have a positive fiscal impact by reimbursing the CDC and/or City for previously incurred costs.

Handwritten signature of Thaddeus McCormack in black ink.

Thaddeus McCormack  
City Manager

Handwritten signature of Paul R. Ashworth in black ink.

Paul R. Ashworth  
Executive Director

Attachment

Ameron Obligation Agreement in the Villages at Heritage Springs Project

**AMERON OBLIGATION AGREEMENT  
IN THE VILLAGES AT HERITAGE SPRINGS PROJECT**

THIS AMERON OBLIGATION AGREEMENT IN THE VILLAGES AT HERITAGE SPRINGS PROJECT (“Agreement”), dated as of December 20, 2011, is by and between the City of Santa Fe Springs, a municipal corporation and a political subdivision of the State of California (“City”), the Community Development Commission of the City of Santa Fe Springs (“CDC”) and RCS – Villages Development, LLC, a Colorado limited liability company (“Villages Development”).

WHEREAS, an affiliate of Villages Development is currently under contract to purchase acquisition and development and construction loans (collectively, the “Loans”) made by Housing Capital Company to Villages at Heritage Springs, LLC (“Original Developer”), which Loans are secured by certain real property constituting the majority of the real estate in the Villages at Heritage Springs Project (the “Project”) that has not previously been sold to homeowners (the “Property”);

WHEREAS, following the purchase of the Loans, Villages Development, together with its affiliated entities, will take title to all of the Property pursuant to a foreclosure sale and a deed in lieu of foreclosure;

WHEREAS, it is the intention of Villages Development to continue with the development of the Project in the same manner as Original Developer and in accordance with that certain Disposition and Development Agreement dated November 17, 2005, as amended, by and between CDC and Original Developer, together with other entitlements pertaining to the Project granted by City and/or CDC, including but not necessarily limited to Development Plan Approval and Subdivision Map approval; and

WHEREAS, in order to address the reimbursement obligation related to the Ameron clean-up, City, CDC and Villages Development have agreed to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Ameron Obligation. Villages Development hereby acknowledges and agrees that it will assume the obligation of Original Developer to CDC and/or City for reimbursement to City of One Million Dollars (\$1,000,000) of clean-up costs related to the Ameron clean-up, which total amount shall be paid to City in three installments as follows:

\$333,333.33, on or before January 16, 2012;  
\$333,333.33, on or before January 15, 2013; and  
\$333,333.34, on or before January 15, 2014.

2. Notwithstanding anything contained herein to the contrary, if and to the extent that Villages Development, together with its affiliated entities, does not close on the purchase of the Loans and succeed to the interest of Original Developer in the ownership of the Property, all of the rights and obligations set forth in this Agreement shall be deemed terminated and neither party shall have any further rights or obligations to the other party hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the date and year first above written.

Community Development Commission  
of the City of Santa Fe Springs

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Santa Fe Springs

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RCS – Villages Development, LLC

By: \_\_\_\_\_  
Sharon K. Eshima, Manager

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

**November 22, 2011**

**1. CALL TO ORDER**

Mayor Serrano called the Adjourned City Council meeting to order at 4:45 p.m.

**2. ROLL CALL**

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

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Carole Joseph, Director of Parks & Recreation Services; Paul Martinez, Director of Purchasing Services; Alex Rodriguez, Fire Chief; and Anita Jimenez, Deputy City Clerk

**STUDY SESSION**

**3. Consider the Justification for and Provide Direction with Regard to a Water Rate Increase for FY 2011-2012**

**Recommendation:** That the City Council: (1) Receive the staff presentation and provide direction with regard to a water rate increase for FY 2011-2012; and (2) Direct staff to finalize a recommendation as to the schedule and magnitude of the proposed water rate increase for the City Council to consider on December 8, 2011.

The Director of Public Works gave a presentation to the City Council. Councilmember Moore stated that he would like a cost-for-service analysis by an outside agency to determine if the operating expenses and overhead charges are reflected accurately. The City Attorney stated that in the past, decisions had been made to allocate certain staff time to the Water Fund as opposed to the General Fund. Councilmember Moore asked if the burden should be placed on Water customers. Councilmember González stated that previous staff found creative ways to balance the budget, but that the Council needed to choose their priorities. Councilmember González also stated that he was not familiar with the 50% discount. Mr. Jensen stated that the language has been included in the resolution for years. Councilmember González stated that the City Departments should be paying the full rate. Councilmember Moore stated that the

Water Fund should not be used to balance the General Fund. Councilmember González asked the Council to consider the fact that changes to the Water Fund would result in changes to the General Fund. Mayor Serrano directed staff to hire a consultant to perform a cost-for-service analysis. Councilmember Trujillo asked for an account of administrative pay to be included. Mr. Jensen stated that he has a more detailed analysis that was used as background for his report which he will provide to the Council. Mayor Serrano directed staff to bring this item back on the next agenda in order for the Council to study the issue more thoroughly, but in the meantime to pursue a consultant for the study.

**CLOSED SESSION**

4. CONFERENCE WITH LABOR NEGOTIATORS

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

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

**CLOSED SESSION**

5. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION

NUMBER OF CASES: 1

Mayor Serrano recessed the meeting for the Closed Session items at 5:15 p.m.

Mayor Serrano reconvened and then adjourned the meeting at 6:24 p.m.

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Joseph D. Serrano, Sr.  
Mayor

ATTEST:

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Anita Jimenez, Deputy City Clerk

PLEASE SEE ITEM 3A



# City of Santa Fe Springs

City Council Meeting

December 20, 2011

## NEW BUSINESS

Authorization to Advertise the Walking Deck Improvements at Clarke Estate (10211 Pioneer Boulevard)

### RECOMMENDATION

That the City Council take the following actions:

1. Approve the Plans and Specifications for the Walking Deck Improvements at Clarke Estate (10211 Pioneer Boulevard);
2. Authorize the City Engineer to advertise for construction bids for the Walking Deck Improvements at Clarke Estate (10211 Pioneer Boulevard); and
3. As soon as feasible, pursue reimbursement from Community Development Commission funds for all project costs.

### BACKGROUND

Included in the approved Capital Improvement Program for FY 2006-07 through 2011-12 is the walking deck improvements at Clarke Estate. The Clarke Estate currently has significant water penetration problems on all five outdoor second story walking decks. The project includes the removal and replacement of the five second floor walking decks, ceiling plaster/drywall, stairs and landings, deck drains, scuppers/downspouts, handrails and light fixtures.

The total estimated cost of the walking deck improvements at Clarke Estate project including engineering, inspection overhead and contingency is \$175,000.

The project specifications are complete and the Public Works Department is ready to advertise for construction bids for this project, upon City Council approval of the plans and specifications. A copy of the project plans and specifications are on file with the City Clerk and are available for public review.

### FISCAL IMPACT

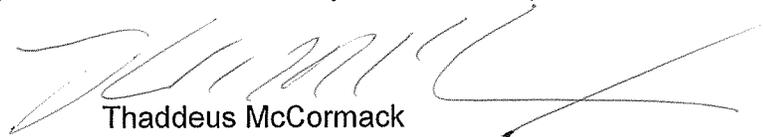
Staff will recommend that the City Council de-appropriate funding from identified inactive Capital Improvement Projects to fund the Walking Deck Improvements at Clarke Estate (10211 Pioneer Boulevard) at the time of the award of contract. This is necessary since the Community Development Commission is not able to appropriate any funding at this time.

### INFRASTRUCTURE IMPACT

This project will reduce ongoing maintenance costs and potential liability.

Attachment(s):

None.

  
Thaddeus McCormack  
City Manager

Report Submitted By:

Don Jensen, Director   
Department of Public Works

Date of Report: December 15, 2011



# City of Santa Fe Springs

City Council Meeting

December 20, 2011

## **NEW BUSINESS**

Appropriation of Funds for the Cleanup of Illegal Dumping on Los Nietos Road and Painter Avenue

### RECOMMENDATION

That the City Council appropriate funds in the amount of \$15,256.80 from the General Fund for the cleanup of an illegal dumping incident.

### BACKGROUND

On November 1, 2011, a non-hazardous waste substance was illegally dumped on Los Nietos Road west of Painter Avenue. The substance spread westward down Los Nietos Road and then northerly on Greenleaf Avenue and into the Los Angeles County storm channel. National Pollutant Discharge Elimination System (NPDES) regulations 40-C.F.R. - 122.6 (d) and the Los Angeles County Storm Drain Permit #01-182 required immediate cleanup of the street, catch basin, and nearly one mile of the storm drain system. The City contracted with a vendor from the Emergency Response List to clean and dispose of the solids and liquids associated with the incident. A perpetrator has been identified and there is an ongoing investigation into the incident. The intent is to seek recovery from the perpetrator for all costs including public works and fire staff time related to the clean up.

### FISCAL IMPACT

The financial impact of the cost to clean up the illegal dumping will adversely impact the Public Works Street Maintenance Budget if funds are not appropriated.

### INFRASTRUCTURE IMPACT

The clean up of the illegal dumping meets the City's responsibility for the National Pollutant Discharge Elimination System (NPDES) and County storm water regulations.

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

Thaddeus McCormack  
City Manager

### Attachment(s):

Patriot Environmental Services Invoice

Report Submitted By: Don Jensen, Director Public Works Department

Date of Report: December 14, 2011

11



# Invoice

CITY OF SANTA FE SPRINGS  
 HELEO ESPINOZA - ACCOUNTS PAYABLE  
 11710 TELEGRAPH ROAD  
 SANTA FE SPRINGS, CA 90670-3942

**Job Location**

CITY OF SANTA FE SPRINGS  
 PAINTER AVE & LOS NIETOS ROAD  
 TO GREENLEAF AVE  
 SANTA FE SPRINGS, CA

Date	Invoice #	P.O. No.	Terms	Due Date	Rep	Job #
11/28/2011	LB11013-1		Net 15	12/13/2011		LB11013

Date	Description	Qty	Rate	Amount
11/11/2011	PROVIDE EMERGENCY RESPONSE AND CLEAN UP FOR SPILL OF CLAY MATERIAL IN TO STORM DRAIN AS DIRECTED  SEE ATTACHED DAILY WORK REPORT  <i>Project 001934</i> <i>* Illegal Dumping Incident.</i> <i>* Emergency Clean up.</i> <i># 110-397-5310-4400</i> <i>F.K.</i>		15,256.80	15,256.80

Please Make Checks Payable & Remit To:

**Invoice Amount**

**\$15,256.80**

Patriot Environmental Services, Inc.  
 P.O. Box 1091  
 Long Beach, CA 90801

508 East E Street, Unit A • Wilmington, CA 90744 • www.patriotenvironmental.com  
 Emergency: (800) 624-9136 • Phone: (562) 436-2614 • FAX: (562) 436-2688

**Patriot Environmental Services**  
**1900 W. Anaheim Street**  
**Long Beach, CA 90813**  
**(562) 436-2614**

**Patriot Environmental Services**  
**26000 Springbrook Avenue, Unit 107**  
**Saugus, CA 91350**  
**(661) 287-3737**

**DAILY WORK REPORT**

City Of Santa Fe Springs  
 Attn: Accounts Payable  
 11710 Telegraph Rd  
 Santa Fe Springs, CA 90670

Job #:  
 Date:  
 Job Location:  
 Work Description:

LB11013  
 Tuesday, November 01, 2011  
 Painter Ave & Los Nietos Rd in Santa Fe Springs, CA  
 Provide Emergency Response and Clean Up for  
 Spill of Clay Material In To Storm Drain as Directed

LABOR				Straight Time		Overtime		Premium		Amount
Position	Name	Start	End	Hours	Rate	Hours	Rate	Hours	Rate	Amount
FS	FUKUTAKE, LUIS	11:30	23:00	3.50	70.00	8.00	85.00		115.00	\$925.00
FS	MADRIGAL, FELIX	11:30	23:00	3.50	70.00	8.00	85.00		115.00	\$925.00
SF	ENCINAS, AUGIE	11:30	23:00	3.50	60.00	8.00	75.00		95.00	\$810.00
TE	LIEBSACK, MARK	11:30	23:00	3.50	50.00	8.00	65.00		85.00	\$695.00
TE	VILLAREAL, ERNIE	11:30	23:00	3.50	50.00	8.00	65.00		85.00	\$695.00
TE	SOTO, MANUEL	11:30	23:00	3.50	50.00	8.00	65.00		85.00	\$695.00
TE	LOPEZ, AMADOR	11:30	23:00	3.50	50.00	8.00	65.00		85.00	\$695.00
TE	SOTO, EYNER	11:30	23:00	3.50	50.00	8.00	65.00		85.00	\$695.00
TE	MOTA, GERARDO	11:30	23:00	3.50	50.00	8.00	65.00		85.00	\$695.00
TE	NAVARETTE, IRVING	14:30	23:00	0.50	50.00	8.00	65.00		85.00	\$545.00
TE	CHAVEZ, ERNESTO	14:30	23:00	0.50	50.00	8.00	65.00		85.00	\$545.00
TE	ESTRADA, ANTONIO	14:30	23:00	0.50	50.00	8.00	65.00		85.00	\$545.00
TE	RODRIGUEZ, LEONARDO	14:30	23:00	0.50	50.00	8.00	65.00		85.00	\$545.00
TE	SHULER, JAMAHAD	14:30	23:00	0.50	50.00	8.00	65.00		85.00	\$545.00
									105.00	INCLUDED
TD	PLAZA, ERICK	11:30	23:00	3.50	85.00	8.00	95.00			
<b>LABOR SUBTOTAL</b>										<b>\$9,555.00</b>

EQUIPMENT					
Unit	Equipment	Quantity	UOM	Rate	Amount
	GEAR TRUCK, LESS THAN 1 TON	2.00	EACH/DAY	135.00	\$270.00
	GEAR TRUCK, 1 TO 3 TON	2.00	EACH/DAY	165.00	\$330.00
	EMERGENCY RESPONSE TRAILER	1.00	EACH/DAY	300.00	\$300.00
	PRESSURE WAGER, DOUBLE UNIT	11.50	PER HOUR	55.00	\$632.50
	AIR COMPRESSOR	1.00	EACH/DAY	325.00	\$325.00
	COPIES BLOWER	1.00	EACH/DAY	160.00	\$160.00
	FOUR GAS METER	1.00	EACH/DAY	225.00	\$225.00
	WATER TRUCK	10.00	PER HOUR	75.00	\$750.00
	120BBL VACUUM TRUCK W/OPERATOR - ST	3.50	PER HOUR	85.00	\$297.50
	120BBL VACUUM TRUCK W/OPERATOR - OT	8.00	PER HOUR	95.00	\$760.00
<b>EQUIPMENT SUBTOTAL</b>					<b>\$4,050.00</b>

OUTSIDE SERVICES				
Outside Services	Quantity	UOM	Rate	Amount
DEMENNO KERDOON, LIQUIDS DISPOSAL	1.00	1142954	836.50	\$836.50
<b>OUTSIDE SERVICES SUBTOTAL</b>				<b>\$836.50</b>
<b>MARKUP PER CONTRACT</b>				<b>20%</b>
<b>OUTSIDE SERVICES TOTAL</b>				<b>\$1,003.80</b>

MATERIALS				
Materials	Quantity	UOM	Rate	Amount
DISPOSABLE WHITE TYEK	24.00	EACH	11.00	\$264.00
HEAVY DUTY RUBBER GLOVES	24.00	PAIR	11.00	\$264.00

**Patriot Environmental Services**  
**1900 W. Anaheim Street**  
**Long Beach, CA 90813**  
**(562) 436-2614**

**Patriot Environmental Services**  
**26000 Springbrook Avenue, Unit 107**  
**Saugus, CA 91350**  
**(661) 287-3737**

**DAILY WORK REPORT**

City Of Santa Fe Springs  
 Attn: Accounts Payable  
 11710 Telegraph Rd  
 Santa Fe Springs, CA 90670

Job #:  
 Date:  
 Job Location:  
 Work Description:

LB11013  
 Tuesday, November 01, 2011  
 Painter Ave & Los Nietos Rd In Santa Fe Springs, CA  
 Provide Emergency Response and Clean Up for  
 Spill of Clay Material In To Storm Drain as Directed

SANDBAGS	40.00	EACH	3.00	\$120.00
MATERIALS SUBTOTAL				\$648.00

**DAILY WORK REPORT SUBTOTAL** **\$15,256.80**

Luie Fukutake  
 Patriot Environmental Services

Heleo Espinoza  
 City Of Santa Fe Springs

DeMenno Kerdoon  
9302 Garfield Avenue  
South Gate, CA 90280

**INVOICE**

**BILL TO:**  
PATRIOT ENVIRONMENTAL SERVICES  
P. O. BOX 1091  
LONG BEACH, CA 90801

NOV 14 2011

Invoice #: 1142954  
Date: 11/07/2011  
PO #: LB11013  
Terms: Net 30 Days  
Due Date: 12/07/2011  
Job #:   
Order #: 211907  
Reference:   
Salesperson: Jim Tice  
BL Batch#: 44045

Quantity	UOM	Description	Unit Price	Extended
1,038	GAL	C1 OILY WATER NON HAZARDOUS 723512 11/1/2011	\$0.350	\$363.30
62	GAL	SOLIDS SURCHARGE	\$1.600	\$99.20
462.50	EA	16% ENERGY SURCHARGE	\$0.160	\$74.00
1	EA	COLD TRUCK WASHOUT FEE 723513 11/1/2011	\$300.000	\$300.00

Sub Total : \$836.50  
State Taxes : \$0.00  
County Taxes : \$0.00  
Total : \$836.50

Generator :  
Manifest# / Date : NH3354 11/1/2011

Notes : CITY OF STA FE SPRINGS

APPROVED  
BY  
M. RUDLEY  
Job # \_\_\_\_\_

ENTERED  
NOV 22 2011

REMIT PAYMENT TO:  
DEPT 3012  
LOS ANGELES, CA 90084-3012

For your convenience, we now accept Visa, Master Card, American Express and Discover!  
To make credit card payments please contact the Credit Department at (562) 231-1550  
For all other billing questions please call (310) 886-3400  
THANK YOU FOR YOUR BUSINESS.

U/D

HAZARDOUS WASTE MANIFEST  
 1. Generator ID Number: N/A  
 2. Page 1 of: 1  
 3. Emergency Response Phone: 800-624-9136  
 4. Waste Tracking Number: NH 3354

Generator's Name and Mailing Address: City of Santa Fe Springs  
 12636 Emmens Way Santa Fe Springs  
 Generator's Phone: (522) 968-0511  
 Generator's Site Address (if different than mailing address): Los Nietos Rd West to Green belt North to storm Channel  
 CA. 90670

6. Transporter 1 Company Name: Patriot Environmental  
 U.S. EPA ID Number:

7. Transporter 2 Company Name:  
 U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Demetrio Kerdon  
 3000 N. Alameda St. Compton, CA 90222  
 Facility's Phone: (310) 537-7100  
 U.S. EPA ID Number:

9. Waste Shipping Name and Description	10. Containers		11. Total Quantity	12. Unit WL/Vol.
	No.	Type		
1. Non-Hazardous waste liquid oil	01	TT	1000	G
2.				
3.				
4.				

13. Special Handling Instructions and Additional Information: 9-1.) water w/ diatomaceous earth  
 PATRIOT JOB# \_\_\_\_\_

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offlor's Printed/Typed Name: Helen Espinoza  
 Signature: *Helen Espinoza*  
 Month: 11 Day: 1 Year: 11

15. International Shipments:  Import to U.S.  Export from U.S.  
 Port of entry/exit: \_\_\_\_\_  
 Date leaving U.S.: \_\_\_\_\_

16. Transporter Acknowledgment of Receipt of Materials  
 Transporter 1 Printed/Typed Name: Felix Rodriguez  
 Signature: *Felix Rodriguez*  
 Month: 11 Day: 01 Year: 11  
 Transporter 2 Printed/Typed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

17. Discrepancy  
 17a. Discrepancy Indication Space:  Quantity  Type  Residue  Partial Rejection  Full Rejection  
 Manifest Reference Number: \_\_\_\_\_

17b. Alternate Facility (or Generator):  
 U.S. EPA ID Number: \_\_\_\_\_  
 Facility's Phone: \_\_\_\_\_

17c. Signature of Alternate Facility (or Generator):  
 Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a  
 Printed/Typed Name: *Alvin Villacorne*  
 Signature: *Alvin Villacorne*  
 Month: 11 Day: 11 Year: 11

GENERATOR  
INTL  
TRANSPORTER  
DESIGNATED FACILITY



# City of Santa Fe Springs

City Council Meeting

December 20, 2011

## NEW BUSINESS

Appropriation of Funds for the Removal and Installation of an HVAC Unit at Fire Station No. 3 (11517 Carmenita Road)

### RECOMMENDATION

That City Council take the following actions:

1. Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Removal and Installation of an HVAC Unit at Fire Station No. 3 (11517 Carmenita Road);
2. De-appropriate \$25,000 from the Public Security Facility Enhancements (Account 450-0925) and appropriate \$25,000 to the Removal and Installation of an HVAC Unit at Fire Station No. 3 (11517 Carmenita Road) (Account 450-C329); and
3. As soon as feasible, pursue reimbursement from Community Development Commission funds for all project costs.

### BACKGROUND

The existing heating, ventilation and air conditioning (HVAC) unit has failed at Fire Station No. 3, which is located at 11517 Carmenita Road. The unit is not repairable and a new unit is needed. The existing inoperable unit was in use for approximately over twenty-five years and has exceeded its service life. The existing HVAC unit serving the captain's quarters is still operational and functional. Upon appropriation of funds, staff will proceed to request for bids using the informal bid process.

### FISCAL IMPACT

The Public Security Facility Enhancements project (Account 450-0925) was completed and has a balance of approximately \$31,000 of General Fund money. Staff is recommending that \$25,000 be appropriated to the Removal and Installation of HVAC Unit at Fire Station No. 3 (11517 Carmenita Road) (Account 450-C329). The new unit will reduce future energy costs due to the increase in energy efficiency.

### INFRASTRUCTURE IMPACT

The removal and installation of the HVAC unit will provide the necessary heating, ventilation and air conditioning to the facility in order to provide for a functional work environment.

Thaddeus McCormack  
City Manager

### Attachment(s):

None.

Report Submitted By: Don Jensen, Director  
Public Works Department

Date of Report: December 15, 2011



# City of Santa Fe Springs

City Council Meeting

December 20, 2011

## NEW BUSINESS

### Amendment of Water Rates and Related Charges for FY 2011-2012

#### RECOMMENDATION

That the City Council direct staff to initiate proceedings in accordance with Proposition 218 to consider making the following changes in water rates and service charges effective March 1, 2012:

1. Implement a 9.0% increase in water rates and service charges; and
2. Eliminate the City Facilities Rate, which provides a 50% discount of domestic and reclaimed water usage to City owned facilities.

#### BACKGROUND

The last water rate increase was implemented on March 1, 2011. At that time the following changes were authorized by the City Council:

- Quantity Rate was increased by 15%
- Meter Service Charge was increased by 12%

Using the adopted budget for FY 2011-12, costs and expenses to date and after making several assumptions for the current fiscal year and for the next fiscal year, staff completed a detailed cost and revenue analysis. Assumptions used in the rate analysis are described in Attachment 1 and a copy of the cost and revenue analysis completed by staff is on file with the City Clerk. The conclusion by staff after completing that analysis was that a rate increase will need to be implemented in 2012 in order to ensure there is sufficient revenue to cover the anticipated costs to operate the water system and to supply water required by City customers.

#### Timeline for Proposed Rate Increase

Any adjustments to water rates are subject to Proposition 218, which mandates that all customers receive a 45-day notice of the City's intent to increase rates before any action can be taken. At the end of the 45-day notice period, the City Council must hold a public hearing to receive comments on the proposed increase. The following timeline has been established for the possible implementation of a rate increase:

- |   |                   |
|---|-------------------|
| • City Council Initiates Prop 218 Process | December 20, 2011 |
| • Notices Mailed to Customers             | January 3, 2012   |
| • City Council Holds Public Hearing       | February 23, 2012 |
| • Rate Increases Implemented              | March 1, 2012     |

Report Submitted By: Don Jensen, Director  
Public Works Department

A handwritten signature in black ink, appearing to be 'DJ' or similar initials.

Date of Report: December 14, 2011

It should be noted that the City Council cannot implement any rate adjustments if written protests are received from a majority of water customers. With approximately 5,500 water customers, a majority protest would be about 2,750 customers.

#### Justification for Rate Increase

Water rates need to be set so that sufficient revenue is generated to cover estimated costs to operate the water system. Using the adopted budget for FY 2011-12, costs and expenses to date and after making certain assumptions, staff has completed a detailed analysis of costs and revenues for FY 2011-12 and FY 2012-13. The conclusions for each fiscal year are as follows:

#### Fiscal Year 2011-2012

Staff has determined that the FY 2011-12 budget needs to be increased by \$374,000 to cover anticipated costs through June 30, 2012. This is a 3.3% increase and additional revenue will need to be generated through water sales. The reasons for this increase are as follows:

1. Increases in the Total Cost for Water  
The budget for the purchase of water will need to be increased by 6.3% (\$279,000) to cover the increased cost for water. This includes an increase in the cost of MWD water, a decrease in well water produced, and a 1.2% increase in the quantity of water needed to meet demands of water users.
2. Applied Revenues Projected to be Lower  
The Adopted Budget includes certain applied revenues. Staff has re-evaluated the amounts shown in the adopted budget and believes the total amount of applied revenues will be lower by \$95,000 for the following reasons:
  - a. The estimate of \$60,000 in federal reimbursement of water produced by the WQPP facility should be reduced to \$0. Central Basin has advised the City that no federal funds were appropriated for FY 2011-12.
  - b. The estimate of \$30,000 in revenue for leasing water rights should be reduced to \$0. Given the changes in the State water supply, it is unlikely another agency will ask the City to lease water rights to them.
  - c. Based on the extent of backflow testing done to date, staff is recommending that the estimate for revenue from backflow testing be reduced by \$5,000 to reflect the total expected this year.
3. Budget Deficit if Rate Increase is Deferred  
Without a rate increase, the revenue generated by water sales in FY 11-12 will not be sufficient to cover the anticipated costs to operate the water

system through June 30, 2012. If a rate increase not implemented on March 1, 2012 the cash fund status as of June 30, 2012 for the Water Enterprise Fund will have a deficit of between \$422,000 and \$672,000.

#### Fiscal Year 2012-2013

The detailed analysis completed by staff included an assessment of costs and revenue projections for FY 2012-13 using existing rates and the assumptions shown in Attachment 1. The conclusion of that analysis is that the budget for FY 2012-13 is currently projected to be 5.4% (\$606,000) higher than the adopted budget for FY 2011-12. The reasons for the increase are as follows:

1. Water Purchase Costs Expected to be 8.9% Higher  
The budget for the purchase of water will need to be increased by 8.8% (\$390,000). This is based on the assumption that rates charged by MWD, WRD and Central Basin will increase by at least 12.0% over current rates, but water usage will not change. That is comparable with previous rate increases.
2. Lease Payment Will be 10.0% Higher  
The analysis assumes the lease payment to the City will be increased from \$1,500,000 to \$1,650,000. This is an increase of 10.0% (\$150,000).
3. Operational Costs will be 2.0% Higher  
It has been assumed that labor, maintenance and operating costs for FY 2012-13, with the exception of water purchases and debt service costs, will be 2.0% (\$87,000) higher, primarily due to increases in benefit costs.
4. Budget Deficit if Rate Increase is Deferred  
Without a rate increase in FY 11-12, the revenue generated by water sales in FY 2012-13 will not be sufficient to cover the anticipated costs to operate the water system through June 30, 2013. If a rate increase is not implemented on March 1, 2012 the cash fund status as of June 30, 2013 for the Water Enterprise Fund will have a deficit of between \$655,000 and \$905,000.

#### Overall Assessment of Costs and Revenues

As indicated above, additional revenue will be needed in each fiscal year to cover the anticipated increases in costs for operating the City's water system and to meet the estimated demands for water by City customers. The need with respect to each fiscal year is as follows:

<u>Fiscal Year</u>	<u>Water Fund Budget</u>	<u>Change in Cost</u>
2011-12	\$11,242,000**	
2011-12	\$11,616,000 (Est.)	+ \$ 374,000
2012-13	\$11,848,000 (Est.)	+ \$ 606,000
		+ \$ 980,000

\*\* Adopted Budget (Adjusted)

The total of \$980,000 represents an 8.7% increase in cost that will need to be offset by additional revenue generated by water sales and charges.

#### Recommendations for a Rate Increase in FY 2011-12

Staff believes it would be in the City's best interests to implement a strategy that will allow the City to improve the overall financial condition of the Water Enterprise Fund. At this time, staff is recommending that the City Council consider making the following changes to the water rates and service charges:

1. Raise All Water Rates and Service Charges by 9% as of March 1, 2012  
Staff is recommending that all water rates and service charges be increased by 9% on March 1, 2012. This recommendation would impact the rates charged for the following:
  - Potable Water Rates
  - Reclaimed Water Rates
  - Meter Service Charges
  - Fire Service Charges
  
2. Eliminate the City Facilities Rate Retroactive to July 1, 2011.  
The City Facilities Rate provides for a 50% discount for water used by City-owned facilities. This discount was implemented twenty years ago to offset the City's cost to support the Water Enterprise Fund. In light of the Lease Payment now paid by the Water Utility Authority to the City, staff believes the discount is no longer justified. Although eliminating the discount will increase the City's general fund cost for water used through City-owned meters, it will generate about \$230,000 in additional revenue for the Water Enterprise Fund.
  
3. Recommendations for Other Rates and Charges  
No changes are being recommended at this time in the following:
  - Senior Citizen Lifeline Rate
  - Late Payment Charge
  - Reconnection Charges
  - Unauthorized Turn-On Charges

#### Overall Impact of Rate Increase and Changes

If a 9% rate increase is implemented and the City Facilities Discount is eliminated, staff is estimating that the impact on June 30 status of the Water Fund during each fiscal year would be as follows:

1. Revenue From Water Sales & Charges

The impact on revenue generated by water sales and charges would be:

<u>Fiscal Year</u>	<u>Projected Change (Increase) in Revenue</u>	
2011-12	Between \$ 197,000	and \$ 447,000
2012-13	Between \$ 922,000	and \$1,172,000
	Between \$1,119,000	and \$1,619,000

2. Water Fund Status – June 30, 2012

The difference between revenues from water sales and operating costs is estimated to be between a deficit of (\$120,000) and a surplus of \$130,000.

3. Water Fund Status – June 30, 2013

The difference between revenues from water sales and operating costs is estimated to be a surplus of between \$392,000 and \$642,000.

Effective Date of Rate Adjustments

It is recommended that all rate adjustments go into effect on March 1, 2012. The actual date of implementation would be subject to billing schedules and the new rates and charges would only be applied to billing periods after March 1, 2012.

Impact on Customers

If the proposed adjustments are implemented, the impact on residential, business and reclaimed customers would be as follows:

Residential Customers

The impact on residential customers would be as follows:

- The bill for a residential customer with a 5/8 or 3/4-inch meter that uses 14.5 billing units of water each month will increase from \$48.29 to \$52.64 for a net change of \$4.35 per month.
- The bill for a residential customer with a 1-inch meter that uses 27.6 billing units of water each month will increase from \$87.37 to \$95.23 for a net change of \$7.86 per month.

With this increase, residential water customers will still be approximately on average with surrounding water purveyors.

Business Customers

For business customers, the actual impact will depend on the quantity of water used and the size of the customer's water meter. The following examples are provided to illustrate the impact on business customers:

- The bill for a customer that uses 71 billing units of water each month and has a 1.5" meter will increase by \$24.29 per month (9.00%).
- The bill for a customer that uses 105 billing units of water each month and has a 2" meter will increase by \$36.56 per month (9.00%).
- The bill for a customer that uses 440 billing units of water each month and has a 3" meter will increase by \$148.66 per month (9.0%).
- The bill for a customer that uses 1512 billing units of water each month and has a 4" meter will increase by \$499.00 per month (9.00%).
- The bill for a customer that uses 4556 billing units of water each month and has a 4" meter will increase by \$1,486.70 per month (9.0%).

FISCAL IMPACT

The proposal to amend water rates and related charges is needed to ensure that operating revenue will cover operating expenditures associated with water-funded operations is fiscally prudent.

INFRASTRUCTURE IMPACT

The proposed adjustments in rates and charges will provide the resources needed to maintain operation of the City water system and to meet water demands of residential and commercial customers for FY 2011-12 and FY 2012-13.



Thaddeus McCormack  
City Manager

Attachment(s):

1. Primary Assumptions for Water Rate Increase
2. Exhibit A: Schedule of Proposed Water Rates and Related Charges
3. Cost and Revenue Analysis (On file with the City Clerk)

## PRIMARY ASSUMPTIONS FOR WATER RATE INCREASE (FY 2011-12)

### Timeline for Rate Implementation

- |   |                   |
|---|-------------------|
| • City Council Initiates Prop 218 Process | December 20, 2011 |
| • Notices Mailed to Customers             | January 3, 2012   |
| • City Council Holds Public Hearing       | February 23, 2012 |
| • Rate Increases Implemented              | March 1, 2012     |

### Process to Raise Rates

- Must comply with requirements mandated by Prop. 218:
- 4 month process to implement new rates
- Must hold Public Hearing before rate change can be approved
- Must give customers 45 days notice of Public Hearing and Proposed Rates
- FY 2011-12 Rate increase assumed to be effective March 1, 2012
- Allows rate increase to be in effect before heavy water use months

### Water Usage:

- Water usage for FY 2011-12 projected to be 2.0% higher than estimated
- Water usage for FY 2012-13 assumed to be the same as for FY 2011-12

### Outside Water Rates:

- MWD rates will increase by no more than 12% (Previous Increase was 7%)
- WRD rates will increase by no more than 12% (Previous Increase was 19%)
- Central Basin rate for water produced by the WQPP will increase by 12%
- Actual rates will not be adopted until May (WRD) and June (MWD/CB)

### New Water Well:

- Initially assumed well would be in operation by December 31, 2011
- Now assuming well will not be in operation prior to October 1, 2012
- Increases cost in FY 2011-12 by about \$257,000

### Adjustments to Lease Payments/Transfers:

- Was reduced from \$1,650,000 to \$1,500,000 for FY 2011-12
- To be restored to \$1,650,000 for FY 2012-13

### Budget for Water Operations for FY 2012-13:

- Labor and M&O to be 2% higher (excluding Water Purchases)
- City discount of 50% on rates may be eliminated (Discount = \$230,000 +/-)

## Schedule of Proposed Water Rates and Related Charges for FY 2011/12

	<u>Current Fee</u>	<u>Proposed Fee</u>
<b><u>Quantity Rates*</u></b>		
Tier 1 (First 1,800 cubic feet per month)	\$2.62	\$2.86
Tier 2 (Over 1,800 and up to 3,600 cubic feet per month)	\$2.99	\$3.26
Tier 3 (Over 3,600 and up to 10,000 cubic feet per month)	\$3.42	\$3.73
Tier 4 (Over 10,000 and up to 40,000 cubic feet per month)	\$3.50	\$3.82
Tier 5 (Over 40,000 cubic feet per month)	\$3.59	\$3.91
<b><u>Reclaimed Water Rates*</u></b>		
First 1,800 cubic feet per month	\$2.53	\$2.76
Over 1,800 and up to 25 acre feet per month	\$2.85	\$3.11
Over 25 and up to 50 acre feet per month	\$2.75	\$3.00
Over 50 acre feet per month	\$2.62	\$2.86
<i>* The fees for quantity and reclaimed water are per 100 cubic feet.</i>		
<b><u>Meter Service Charge (Per Month)</u></b>		
5/8 x 3/4 inch meter	\$10.30	\$11.20
3/4 inch meter	\$10.30	\$11.20
1 inch meter	\$13.30	\$14.50
1-1/2 inch meter	\$49.25	\$53.65
2 inch meter	\$68.85	\$75.00
3 inch meter	\$138.30	\$151.00
4 inch meter	\$182.50	\$199.00
6 inch meter	\$229.00	\$250.00
8 inch meter	\$305.00	\$332.00
10 inch meter	\$459.00	\$500.00
<b><u>Fire Service Charge (Per Month)</u></b>		
2 inch fire service	\$45.00	\$49.00
4 inch fire service	\$68.00	\$74.00
6 inch fire service	\$85.00	\$92.00
8 inch fire service	\$115.00	\$125.00
10 inch fire service	\$145.00	\$158.00
<b><u>Late Payment Charge</u></b>	\$15.00	-No Change-
<b><u>Reconnection Charge</u></b>	\$30.00	-No Change-
<b><u>Unauthorized Turn-on Charge</u></b>		
1st occurrence in a six-month period	\$75.00	-No Change-
2nd and subsequent occurrence in a six-month period	\$150.00	-No Change-

### **Effective Date**

Proposed rates and charges are recommended to go into effect on March 1, 2012.



**NEW BUSINESS**

Ameron Obligation Agreement in the Villages at Heritage Springs Project.

Consideration of Agreement between the City of Santa Fe Springs, the Community Development Commission of Santa Fe Springs(CDC), and RCS-Villages Development, LLC, to assume the obligation for reimbursement to CDC and/or City of clean-up costs related to the Ameron site of One Million Dollars (\$1,000,000) which shall be paid in three installments as set forth in said Agreement.

RECOMMENDATION

It is recommended that the City Council approve the Ameron Obligation Agreement in the Villages at Heritage Springs Project regarding the assignment of obligation for reimbursement of clean-up costs related to the Ameron site in the amount of One Million Dollars to be paid in three installments as set forth in the Agreement, and authorize the Mayor to execute the attached Agreement document.

BACKGROUND

The City and CDC's consent to the assignment of the Villages project to a new developer was conditioned, in part, on the new developer's recognition of a preexisting developer obligation to pay \$1,000,000 toward the cost of cleaning up the Ameron property. That preexisting obligation never specified a deadline, or a trigger for such payment. The attached agreement memorializes a schedule negotiated by the City/Commission Attorney which will result in the City receiving three annual payments of \$333,333.33 each, in January of 2012, 2013 and 2014.

FISCAL IMPACT

By approving the Ameron Obligation Agreement in the Villages at Heritage Springs Project, the City Council will be establishing specific dates within which the outstanding obligation must be paid. The result will have a positive fiscal impact by reimbursing the City for previously incurred costs.

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

Thaddeus McCormack  
City Manager

Attachment

Ameron Obligation Agreement in the Villages at Heritage Springs Project

**AMERON OBLIGATION AGREEMENT  
IN THE VILLAGES AT HERITAGE SPRINGS PROJECT**

THIS AMERON OBLIGATION AGREEMENT IN THE VILLAGES AT HERITAGE SPRINGS PROJECT (“Agreement”), dated as of December 20, 2011, is by and between the City of Santa Fe Springs, a municipal corporation and a political subdivision of the State of California (“City”), the Community Development Commission of the City of Santa Fe Springs (“CDC”) and RCS – Villages Development, LLC, a Colorado limited liability company (“Villages Development”).

WHEREAS, an affiliate of Villages Development is currently under contract to purchase acquisition and development and construction loans (collectively, the “Loans”) made by Housing Capital Company to Villages at Heritage Springs, LLC (“Original Developer”), which Loans are secured by certain real property constituting the majority of the real estate in the Villages at Heritage Springs Project (the “Project”) that has not previously been sold to homeowners (the “Property”);

WHEREAS, following the purchase of the Loans, Villages Development, together with its affiliated entities, will take title to all of the Property pursuant to a foreclosure sale and a deed in lieu of foreclosure;

WHEREAS, it is the intention of Villages Development to continue with the development of the Project in the same manner as Original Developer and in accordance with that certain Disposition and Development Agreement dated November 17, 2005, as amended, by and between CDC and Original Developer, together with other entitlements pertaining to the Project granted by City and/or CDC, including but not necessarily limited to Development Plan Approval and Subdivision Map approval; and

WHEREAS, in order to address the reimbursement obligation related to the Ameron clean-up, City, CDC and Villages Development have agreed to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Ameron Obligation. Villages Development hereby acknowledges and agrees that it will assume the obligation of Original Developer to CDC and/or City for reimbursement to City of One Million Dollars (\$1,000,000) of clean-up costs related to the Ameron clean-up, which total amount shall be paid to City in three installments as follows:

\$333,333.33, on or before January 16, 2012;  
\$333,333.33, on or before January 15, 2013; and  
\$333,333.34, on or before January 15, 2014.

2. Notwithstanding anything contained herein to the contrary, if and to the extent that Villages Development, together with its affiliated entities, does not close on the purchase of the Loans and succeed to the interest of Original Developer in the ownership of the Property, all of the rights and obligations set forth in this Agreement shall be deemed terminated and neither party shall have any further rights or obligations to the other party hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the date and year first above written.

Community Development Commission  
of the City of Santa Fe Springs

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Santa Fe Springs

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RCS – Villages Development, LLC

By: \_\_\_\_\_  
Sharon K. Eshima, Manager



# City of Santa Fe Springs

City Council Meeting

December 20, 2010

## **NEW BUSINESS**

Review and Approve Lease Agreement with Southern California Edison for Santa Fe Springs Nature Park

### RECOMMENDATION

That the City Council approve the Lease Agreement for the Santa Fe Springs Nature Park and authorize the Mayor to sign on behalf of the City of Santa Fe Springs.

### BACKGROUND

In January 2006, the City Council approved conceptual plans for the Santa Fe Springs "River Park". The River Park plan covers the entire area along the western City boundary adjacent to the San Gabriel River. Subsequently, the Council approved grant applications for improvements to Phase I of the park which resulted in a successful award of a \$600,000 grant from the Rivers and Mountain Conservancy (RMC). The area of the park is north of Telegraph Road between the San Gabriel River and the I-605 freeway. Implementation of the RMC grant was delayed and the City requested an extension of the grant which the Conservancy Board approved. In January 2010, the Council approved a revised design for the park and changed the name of the project to Santa Fe Springs Nature Park. Design and development of the park will follow the vision of the San Gabriel River Watershed and Open Space Plan to create "...a continuous ribbon of open space along the San Gabriel River..."

The area where the Nature Park will be built is owned by the Southern California Edison (SCE) and 220k transmission lines are located on the right-of-way. In order to secure use of the property, it is necessary to enter into a lease agreement with SCE. Furthermore, because the RMC requires a twenty-five year lease, the lease must be approved by the California Public Utilities Commission. The total area to be leased is approximately 10±. However, the park will be built in phases and Phase I already approved by the RMC and SCE covers roughly 3 acres. In the meantime, the City will have secured use of the entire site with the approval of this lease.

The RMC grant of \$600,000 provided funds for the design and construction of the initial 3-acre area immediately north of Telegraph Road. This Phase I portion of the overall project will enable the City to begin the project by creating a fully functioning area for the public to enjoy. By establishing this first phase, the City will be in a better position to seek and obtain additional grants from the RMC, State, County, and other agencies.

Based on plans developed by landscape architect MIG, the first phase is expected to cost \$500,000. Improvements will include the planting of native plants, erection of information kiosks (public interpretive spots), access to the public trail, picnic tables, bike racks, etc. The main objective will be to create a passive park that would welcome local residents as well as those using the public trail adjacent to the San Gabriel River. The improvements will enable the general public to better understand the river (riparian) environment while enjoying the surroundings which are designed to attract native birds and animals.

The City has been working with Southern California Edison for over two years to gain Edison approval of the construction plans and a 25-year lease agreement. We have finally reached agreement with SCE and the City Attorney has approved the Lease Agreement. Previously the City prepared and filed a Notice of Exemption for this project, so the requirements of the California Environmental Quality Act have been met.

Once the City Council approves the lease agreement, an application will be submitted by SCE to the CPUC for approval of the lease. When the CPUC approves the lease, the City will be in position to take the project out to public bid. A copy of the lease, which has been signed by Southern California Edison officials, is attached.

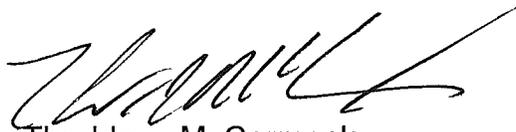
#### FISCAL IMPACT

The major identifiable fiscal impact will be the expenditure of the \$500,000 remaining of the RMC grant. There are no City funds that will be used to supplement the grant. The Nature Park will be developed on property that is currently unimproved; there will be future costs for maintaining the new park. However, because the park will be planted with native bushes, plants, and groundcover, the area will require less water and care than a more traditional park. Based on the experience of the landscape architect in designing similar parks, staff believes that the minimal infrastructure requirements and the self-sustaining nature of the native plantings will result in minimal additional ongoing maintenance costs.

There will be a need for the City to pay an annual fee to Edison for use of the right-of-way. The payment schedule is spelled out in the lease agreement and the initial amount is \$1,920 per year for the first five years; rents will increase to \$2,112 in year six, \$2,323.20 in year eleven, \$2,555.52 in year sixteen, and \$2,811.07 in year twenty-one.

INFRASTRUCTURE IMPACT

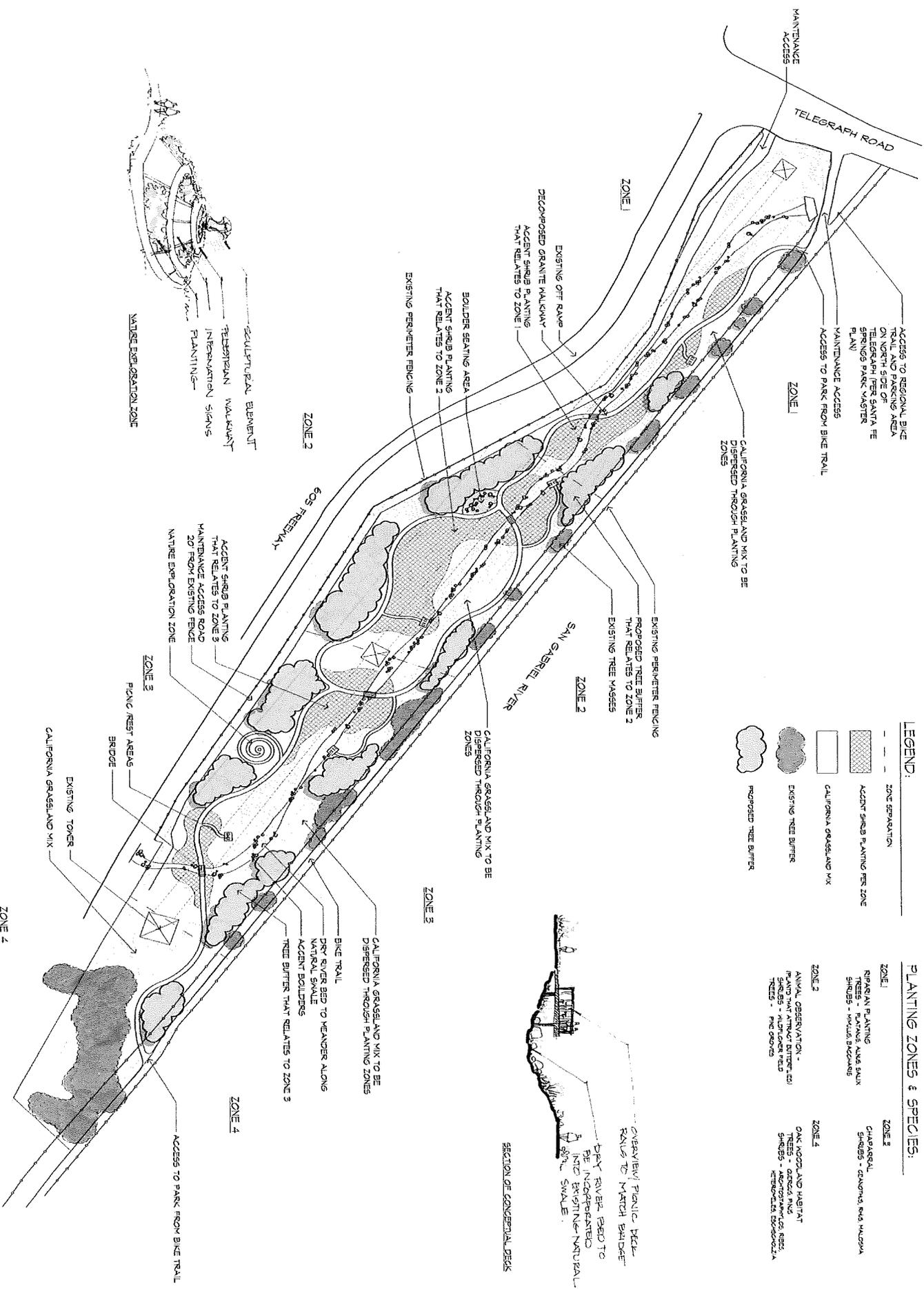
The proposed improvements to the Park are intended to upgrade the area to provide a natural and informative experience for the public. The area where the park will be located has been the focus of code enforcement activities in the past and usually becomes an eyesore by the end of summer. The new park will provide an upgraded entry to motorists from the I-605 and the area is envisioned to help visitors better enjoy and more easily access the public trail along the San Gabriel River.



Thaddeus McCormack  
City Manager

Attachment:

Revised Conceptual Plan for the SFS Nature Park including Phase I  
Letter from Southern California Edison  
Lease Agreement

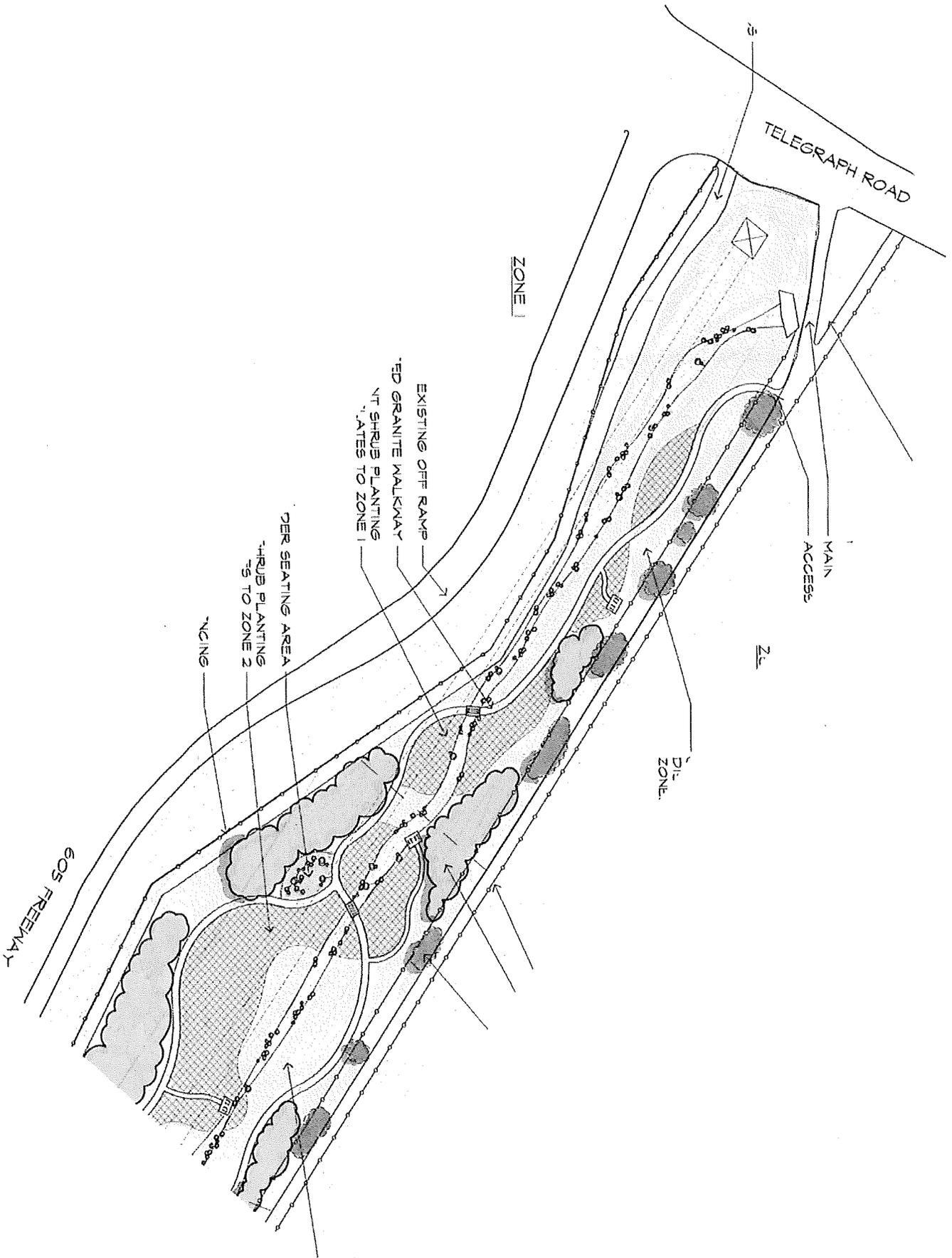


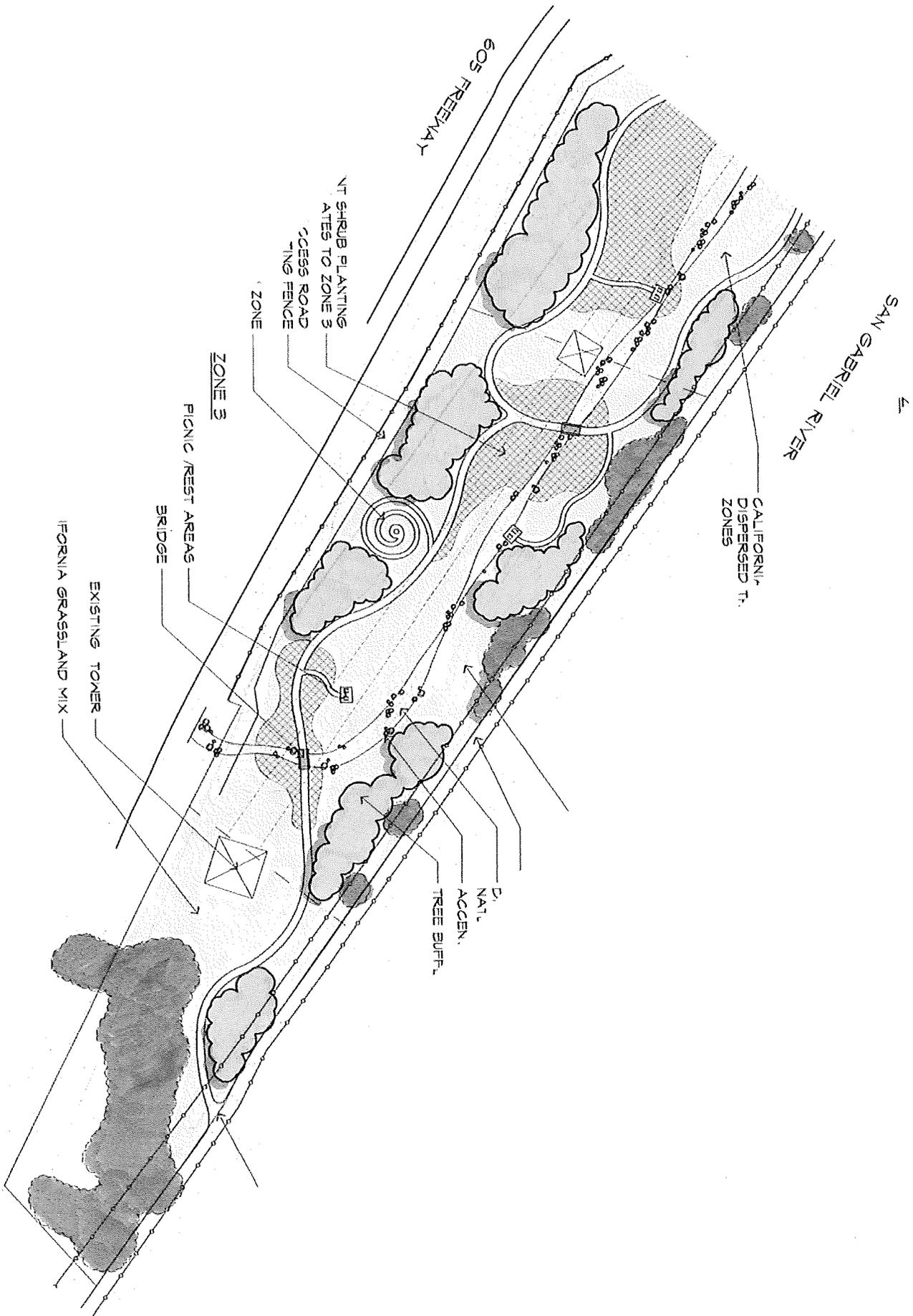
**LEGEND:**

- ZONE SEPARATION
- [Hatched Box] ACCENT SHRUB PLANTING MIX ZONE
- [Dotted Box] CALIFORNIA GRASSLAND MIX
- [Cloud Shape] EXISTING TREE BUFFER
- [Dotted Cloud Shape] PROPOSED TREE BUFFER

**PLANTING ZONES & SPECIES:**

- ZONE 1**  
 RIPARIAN PLANTING TREES - PLATANUS ALBA SALIX  
 SHRUBS - MIMULUS DOUGLASS
- ZONE 2**  
 ANIMAL OBSERVATION - PLANT THAT ATTRACT BUTTERFLY  
 SHRUBS - ADULTERER FELD TREES - PINE GROVES
- ZONE 3**  
 CHAPARRAL SHRUBS - QUERCUS ROSEA MADRAGA
- ZONE 4**  
 OAK WOODLAND HABITAT TREES - QUERCUS FUSCA  
 SHRUBS - ADULTERER FELD TREES - PINE GROVES





Mr. Andrew C. Lazzaretto  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

December 14, 2011

Subject: Lease Agreement – City of Santa Fe Springs  
Center-Mesa 220kV T/L R/W  
North of Telegraph Road  
City of Santa Fe Springs

Dear Mr. Lazzaretto,

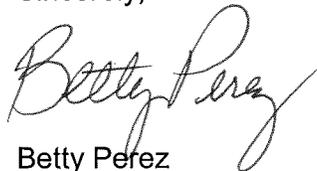
Southern California Edison Company (SCE) has executed the Lease Agreement for the proposed City of Santa Fe Springs Nature Park. If the Lease Agreement is acceptable, please sign where indicated and return two (2) of the originals to my attention. Please keep one (1) of the original Lease Agreements for your file.

As you are aware, pursuant to California Public Utilities Code Section 851, SCE must request an Order from the California Public Utilities Commission (CPUC), authorizing SCE to Lease property to the City of Santa Fe Springs. Upon receipt of the executed Lease Agreement from the City of Santa Fe Springs, SCE will finalize the 851 application for submittal to the CPUC.

A "Draft" copy of the 851 application will be provided to the City of Santa Fe Springs for review prior to submittal to the CPUC.

Thank you for your cooperation and patience in this matter. If you have any questions, please do not hesitate to call me at (626) 302-4375.

Sincerely,



Betty Perez  
Land Services Agent

Enclosure

cc: Noe Negrete/City of Santa Fe Springs (without enclosures)  
Sylvia Southerland/SCE Public Affairs (without enclosures)  
David Christian/SCE Real Properties (without enclosures)

# LEASE AGREEMENT

by and between

Southern California Edison Company,

and

The City of Santa Fe Springs

**LEASE AGREEMENT**

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## LEASE AGREEMENT

This Lease Agreement (as the same may be amended, this "Agreement") is entered into this 11<sup>th</sup> day of July, 2011 by and between Southern California Edison, a California corporation, ("Lessor"), and City of Santa Fe Springs ("Lessee") (individually referred to herein as "Party" and collectively referred to as "Parties") and is made with reference to the following facts:

### RECITALS

- A. Lessor is a public utility company regulated by the California Public Utilities Commission ("CPUC") and is in the business of generating, transmitting and distributing electrical power to its customers throughout the Southern California area.
- B. Lessee is a duly formed City and political subdivision of the State of California.
- C. Lessee is authorized under Proposition 84 the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to enter into agreements that further the purposes of Prop 40, 50 and 84.
- D. Lessor is the owner of that certain +/- 3.84 acre parcel of real property located in the County of Los Angeles, State of California, (the "Site") that Lessor has determined is potentially suitable for the use by Lessee for public park and recreation purposes. The identified Site is more particularly identified in Exhibit "A" attached hereto and incorporated herein. Lessor has determined that the park and recreation use, as proposed by Lessee, is compatible with Lessor's primary use of the Site for electric utility purposes as reserved by Lessor under this Agreement.
- E. Lessee desires to obtain from Lessor, and Lessor desires to grant to Lessee, a lease for the Site upon the terms and conditions set forth in this Agreement expressly to assist Lessee in furthering the purposes of Proposition 40, 50, 84 and other such applicable funding sources.

### ARTICLE I

#### LEASE

- 1.1 Lease Term. The Lease for the Site shall be for a term of twenty five (25) years (the "Lease Term") commencing on the date of the CPUC's order approving this Lease as set forth in Article 1.2 below (the "Lease Commencement Date"), and terminates on the twenty fifth (25<sup>th</sup>) anniversary of the Lease Commencement Date (the "Termination Date"), unless sooner terminated in accordance with the terms of this Agreement.
- 1.2 Approval. Lessee understands that Lessor must obtain authorization from the CPUC pursuant to Section 851 of the California Public Utilities Code as a condition to lease the Site. Lessor agrees to file an application with the CPUC and will use its commercially reasonable efforts to secure approval to lease the Site to Lessee. In the event the CPUC issues an order authorizing Lessor to lease the Site with no conditions, then the "Lease Commencement Date" shall be date on which such order is issued. In the event the CPUC issues an order authorizing Lessor to lease the Site subject to certain conditions, Lessor shall deliver to Lessee a copy of any such order by the CPUC, and

Lessee and Lessor shall have thirty (30) days to elect either to (a) abide by any conditions imposed by the order; or (b) decline to abide by such conditions. In the event Lessee and Lessor elect to abide by such conditions imposed by the order, then Lessee and Lessor shall execute an amendment to this Agreement incorporating such conditions and the "Lease Commencement Date" shall be date on which such amendment is issued; the execution of any such amendment by Lessee and Lessor shall evidence the Parties' approval of such conditions imposed by the order. If Lessee and Lessor do not mutually agree to abide by such conditions, then the Parties shall have no obligation whatsoever under this Agreement. Lessor makes no representation or warranty whatsoever to Lessee regarding the outcome or the length of the Section 851 application process. In the event the CPUC prohibits Lessor from leasing the Site in accordance with this Agreement, then Lessor shall have no obligation whatsoever under this Agreement.

## ARTICLE II

### RENT

- 2.1 Rent. Lessee agrees to pay in lawful money of the United States as rent ("Base Rent") for the use of the Site during the term of this Agreement, without deduction, abatement, prior demand or offset, at the times and in the manner as hereinafter provided. Base Rent for the Site in the annual amounts specified on Schedule "1" attached hereto below shall be payable in advance in equal yearly installments on the Lease Commencement Date and on the anniversary of the Lease Commencement Date each year of the Lease Term thereafter at Lessor's address set forth in Section 2.3 below or at such other place as Lessor may designate in writing. Unless the context requires otherwise, references to "Rent" in this Agreement shall mean Base Rent together with all other amounts or payments required to be made by Lessee to or for the benefit of Lessor under this Agreement.
- 2.2 Late Payment Charges. Lessee acknowledges that late payment by Lessee to Lessor of the Rent will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing, accounting and interest charges. Therefore, if any installment of the Rent is not received on the due date, and if such default is not cured in the time frames set forth with Section 13.2 (a) of the Lease, Lessee will be charged a ten percent (10%) late fee on all amounts outstanding. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee.
- 2.3 Checks for Rent Rent payments shall be made payable to "Southern California Edison Company" and mailed to Post Office Box 800, Rosemead, California 91770, Attention: Corporate Accounting Dept. - Accounts Receivable, or such other address as Lessor may designate in writing.

## ARTICLE III

### TAXES; ASSESSMENTS

- 3.1 On Real and Personal Site. Lessor shall be responsible for all real property taxes, if any, assessed against the Site and for all personal property taxes, if any, assessed against Lessor's improvements located on the Site. Lessee shall pay without abatement, offset or deduction all other real and personal property taxes, general and special assessments, and other charges of every description levied or assessed against

the Site, improvements located on the Site constructed by Lessee, personal property of Lessee located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the Lease Term. Nothing herein shall require Lessee to pay any taxes assessed against any equipment or improvements belonging to Lessor. Lessee shall make all payments direct to the charging authority at least five (5) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

- 3.2 Prorations. All payments of taxes or assessments or both, except permitted installment payments, shall be prorated for the initial Lease Term year and for the year in which the Lease terminates. For permitted installment payments of which at least the first installment fell due before the commencement of the Lease Term, Lessee shall pay all installments falling due after commencement of the Lease Term. For permitted installment payments of which the first installment falls due during final years of the Lease Term, Lessee shall pay only the installment(s) falling due before expiration of the Lease Term.
- 3.3 For Other Property of Lessor. If the Site is assessed with other property of Lessor for purposes of property taxes, assessments, or other ad valorem or improvement levies (collectively referred to in this paragraph as taxes), all taxes imposed on the entire parcel of which the Site is a part shall, until the Site is separately assessed, be prorated and Lessee shall pay that fraction of the entire tax equal to the fraction that the value of the Site (excluding Lessor's improvements and equipment) bears to the value of the total property included in the assessment.
- 3.4 Lessee's Right to Contest. Lessee may contest the legal validity or amount of any taxes, assessments, or charges imposed by a taxing agency for which Lessee is responsible under this Agreement, and may institute such proceedings as Lessee considers necessary. If Lessee contests any tax, assessment, or charge Lessee may withhold or defer payment under protest but shall protect Lessor and the Site from any lien by adequate surety bond or other appropriate security.

Lessor appoints Lessee as Lessor's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments, or charges, conditioned on Lessee's preventing any liens from being levied on the Site or on Lessor (other than the statutory lien of Revenue and Taxation Code Section 2187).

- 3.5 Proof of Compliance. Lessee shall furnish to Lessor, at least three (3) days before the date when any tax, assessment, or charge would become delinquent, receipts or other appropriate evidence establishing their payment. Lessee may comply with this requirement by retaining a tax service to notify Lessor whether the taxes have been paid.

## ARTICLE IV

### USES; PURPOSES

- 4.1 Uses. Lessee shall use and permit the use of the Site for park space and recreational purposes, which shall consist of the following: Greenbelts (grass, shrubs, and trees with a fifteen (15) foot maximum height nature growth species limitation), pedestrian hiking and non-motorized biking trails, which is consistent with the purposes of Prop 40 and Prop 50, or other consistent laws and regulations or future bond measures that may follow Prop 40 and Prop 50, upon the terms and conditions set forth in this Agreement and for which Lessee has obtained Lessor's prior written consent, consistent with Lessor's use of the Site for its power lines and equipment (the "Approved Use"). In no event shall the Approved Use be inconsistent with the Secondary Land Use Requirements, attached hereto as Exhibit "B" and as may be reasonably amended from time to time or otherwise not further the purposes of Prop 40 and Prop 50 as set forth upon the effective date of this Agreement. No uses other than the Approved Use will be allowed on the Site.
- 4.2 Land Use Restrictions. Lessee may obtain land entitlements (e.g. conditional use permit), required for the Approved Use, provided that Lessee first obtains Lessor's prior written consent to do so, and further provided that in no event shall the potential land entitlements interfere or otherwise constrain SCE's current or future primary use of the Site for utility purposes.
- 4.3 Condition of Site. Lessee hereby accepts the Site in its condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Site. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the condition of the Site or the suitability thereof for Lessee's intended use, nor has Lessor agreed to undertake any modification, alteration or improvement to the Site except as provided in this Agreement.
- 4.4 Acceptance of the Site. Except as may be otherwise expressly provided in this Agreement, the taking of possession of the Site by Lessee shall in and of itself constitute acknowledgment that the Site is in good and leaseable condition, and Lessee agrees to accept the Site in its presently existing "as is" condition. Lessor shall not be obligated to make any improvements or modification thereto except to the extent otherwise expressly provided for in this Agreement.
- 4.5 Site Investigation. Lessee represents to Lessor that it has made a sufficient investigation of the condition of the Site existing immediately prior to executing this Agreement (including investigation of the surface, subsurface and groundwater for contamination and hazardous substances) and is satisfied (a) that the Site will safely support the Approved Use, (b) that the Site is otherwise fully fit physically and lawfully for the uses required and permitted by this Agreement, and (c) that the Lessee accepts all risks associated therewith. Lessee acknowledges that, prior to the execution of this Agreement, Lessor provided Lessee access to the Site for a reasonable time and upon reasonable terms and conditions for purposes of providing to Lessee the opportunity to investigate, sample and analyze the soil and groundwater on the Site for the presence of hazardous substances. The phrase "hazardous substance", as used herein, has the same meaning as that phrase has under Sections 25316 and 25317 of the California Health and Safety Code.

- 4.6 Compliance with Laws. Lessee shall, except as otherwise expressly provided in this Agreement, be solely responsible, without any cost or expense to Lessor, to take all actions necessary to improve and continuously use the Site as required by this Agreement and in compliance with all applicable laws, statutes, zoning requirements, ordinances, governmental rules or regulations or requirements of any duly constituted public authority now or later in force, or with the requirements of the State Fire Marshall or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Site. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor is a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Lessor and Lessee. Lessee shall not allow the Site to be used for any unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Site. Lessee shall not commit or suffer to be committed any waste in or upon the Site. Lessee shall not interfere with Lessor's access to and use, repair, maintenance, replacement, alteration and operation of Lessor's improvements, equipment and facilities located on the Site, which rights of access, use, repair, maintenance, replacement, alteration and operation are hereby expressly reserved by Lessor.
- 4.7 Petroleum Products. Except as otherwise expressly permitted by Lessor, Lessee shall not install facilities for, or operate on the Site, a gasoline or petroleum supply station, nor shall the transportation or storage of gasoline or petroleum products be permitted.
- 4.8 Explosives And Flammable Materials. The Site shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials or explosives. Further, the Site shall not be used by Lessee for any other purposes deemed by Lessor to be a potential fire or other hazard. The operation and maintenance of the Site shall be subject to regulations issued by Lessor so as to protect against fire or other hazard impairing the use, safety and appearance of the Site. The occupancy and use of the Site shall not be such as will permit hazardous or objectionable smoke, fumes, vapors or odors to rise above the surface of the Site.
- 4.9 Hazardous Substances. Lessee shall not use, create, store or allow any hazardous substances on the Site. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted. In no case shall Lessee cause or allow the deposit or disposal of any hazardous substances on the Site. Lessor, its agents and its contractors shall at all times have the right, but not the obligation, to go upon and inspect the Site and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking soil, soil vapor and/or groundwater samples and analyzing or testing such samples to determine whether hazardous substances are present. In the event that analysis or testing indicates that hazardous substances are present on the Site, Lessee shall be responsible for and bear the entire cost of removal and disposal of hazardous substances introduced to and/or released on the Site during the Lease Term. Lessee shall also be responsible for and bear the entire cost to remediate and clean up any contaminated soil and/or groundwater, both on-Site and off-Site, resulting from the hazardous substances introduced to and/or released on the Site during the Lease Term. Lessee shall not be responsible for or bear the cost of removal or disposal of hazardous substances introduced to the Site prior to the Lease Term (excepting any such hazardous substances introduced by Lessee or its agents). Lessee shall indemnify, defend, release and hold harmless Lessor and its affiliates, agents, directors, officers and employees (collectively "Lessor Parties") from and against any and all liabilities, damages, claims, losses, costs or expenses (including, without limitation, attorneys' fees) resulting from or arising out of the use, storage, disposal, release or other

presence of hazardous substances on, in, under or about the Site during the Lease Term, except to the extent caused by Lessor's gross negligence or willful misconduct.

- 4.10 Height Limitations. Any equipment used by Lessee or its agents, employees or contractors, on and/or adjacent to the Site, will be used and operated so as to maintain a minimum of twenty seven (27) feet of vertical ground clearance from all overhead electrical conductors and otherwise maintain clearances in accordance with the results of line clearance evaluations performed by SCE in connection with SCE's review of Lessee's plans and specifications.
- 4.11 Access and Clearances. Lessee will provide Lessor with adequate access to all of Lessor's facilities on the Site and at no time will there be any interference with the free movement of Lessor's equipment and materials over the Site. Lessor may require Lessee to provide and maintain access roads within the Site, at a minimum of sixteen (16) feet in width, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. Lessee will make no use of the area directly underneath Lessor's towers and will maintain the following minimum clearances at all times, except as otherwise approved by Lessor in writing:
- (a) One Hundred (100) feet from all towers.
  - (b) Ten (10) feet from all steel poles, wood poles and anchors.
- NOTE: Additional clearance shall be required for structures and other material improvement.
- 4.12 Parkways, Landscaping and Weed Abatement. Lessee will keep parkway and sidewalk areas within and adjacent to the Site free of weeds and trash. Lessee will maintain parkways and provide landscaping that is satisfactory to Lessor. Lessee will be responsible for all weed abatement on the Site.
- 4.13 Fencing. Lessee may install fencing on the Site with prior written approval from Lessor. Such fencing will include double drive gates or electronic gates, a minimum of sixteen (16) feet in width, designed to accommodate Lessor's locks, in locations specified by Lessor. Lessee will ground and maintain all fencing.
- 4.14 Wrecked Vehicles and Parking. Lessee shall not park or store wrecked or inoperable vehicles of any kind on the Site. Vehicle parking shall be limited to those areas which are shown on Lessee's plans and specifications which have received Lessor's prior written approval, and further provided that such parking shall be limited to overflow and or short-term (no overnight) parking.
- 4.15 Reservations for Billboards. Lessor reserves the right to license a portion of the Site to third parties for construction and maintenance of billboards. The location of the billboards will be mutually agreed upon by Lessee and Lessor. Lessee shall not unreasonably withhold its concurrence.
- 4.16 Cell Sites. Lessor reserves the right to lease a portion of the site from time to time to third parties for construction and maintenance of cell sites with the consent of the Lessee, which consent shall not be unreasonably withheld, conditioned or delayed.
- 4.17 Environmental Mitigation. Lessee understands and agrees that the Site may not be used for the purpose of mitigation under the California Environmental Quality Act

(CEQA), or any other law or regulation, or for any other mitigation purpose whatsoever. Lessee agrees for itself and for its contractors, agents, licensees, invitees and employees, to indemnify, defend, release and hold harmless Lessor and the other Lessor Parties from and against any and all liabilities, damages, claims, losses, costs or expenses (including, without limitation, attorneys' fees) resulting from or arising out of the use of the Site for any environmental mitigation purpose(s).

- 4.18 Creeks or Streams. Under no circumstances shall Lessee develop or allow the formation of creeks, rivers, streams, waterways, lakes, pools or other bodies of water or riparian features on the Site.
- 4.19 Signs. Lessee shall be required to construct, erect, maintain trail signage and other signage which clearly identifies Lessor's access roads and otherwise identifies Lessor's primary use of the Site for utility purposes, and that passage through the Site is subject to Lessor's rules and other restrictions. All signage shall be in accordance with Lessor's specifications and shall require Lessor's prior written consent. No signs shall be of a nature or content that injures the reputation of Lessor.
- 4.20 Anti-Climbing Guards. Lessee shall pay, at its sole cost and expense, for Lessor to design, fabricate and install anti-climbing guards. The anti-climbing guards shall be installed on Lessor's transmission towers located on the Site for the protection of the general public.
- 4.21 Electric and Magnetic Fields. There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 30 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages).

While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since the Site is in close proximity to Lessor's electric facilities, Lessor wants to share with Lessee and those who may enter the Site under this agreement, the information available about EMF. Accordingly, Lessor has attached to this document a brochure that explains some basic facts about EMF and that describes Lessor's policy on EMF. Lessor also encourages Lessee to obtain other information as needed to assist it in understanding the EMF issues with respect to its planned use of the Site. More information regarding EMF is found within Exhibit "C" attached hereto and incorporated herein by this reference.

- 4.22 Induced Voltage. Lessee hereby acknowledges that any structures (including, but not limited to buildings, fences, light poles) it may construct or erect under the terms of this Lease will be in close proximity to one or more high voltage (66 kilovolt or above) electric

transmission lines and/or substation facilities. Such structures ("Structures") may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions, including, but not limited to, electric shocks or other injury to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment located in or around the Structures. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Lessee will be responsible to determine what, if any, Induced Voltages mitigation measures should be undertaken regarding the Structures, and to implement such mitigation measures at its sole cost and expense.

Lessee agrees for itself and for its contractors, agents, licensees, invitees and employees, to indemnify, defend, release and hold Lessor, its parent, subsidiaries, and affiliated entities and their respective officers and employees harmless from and against any and all claims, loss, damage, actions, causes of action, expenses (including, without limitation, attorneys' fees) and/or liability arising from or growing out of loss or damage to property, including without limitation Lessor's own property, or injury to or death of persons, including without limitation employees, contractors, agents, licensees and invitees of Lessor or Lessee, caused by or resulting from or connected to Induced Voltages on or related to the Structures.

## **ARTICLE V**

### **IMPROVEMENTS**

- 5.1 Construction. No later than one hundred twenty (120) days after the Lease Commencement Date, Lessee shall comply with the conditions set forth in Section 5.2 below.
- 5.2 Conditions to Construction. Before any major work of construction, alteration, or repair (except for that work described in Section 6.2) is commenced on the Site, and before any building materials have been delivered to the Site by Lessee or under Lessee's authority, Lessee shall comply with the following conditions:
- (a) Preliminary Plans, Specifications. Lessee shall deliver to Lessor for Lessor's approval in its sole and absolute discretion, five (5) sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in the State of California, including but not limited to preliminary grading and drainage plans, soil tests, electric service for park lighting, locations of ingress and egress to and from public thoroughfares, lighting, designs and locations for signs, and landscaping, all sufficient to enable Lessor to make informed judgment about the design and quality of construction and about any effect on the reversion. All improvements shall be constructed within the exterior property lines of the Site; provided that required work beyond the Site with regards to design of the improvements, landscaping, waterways, utilities, access, and conditional use requirements, among other things, do not violate this provision.
- (b) Lessor's Approval. Approval or disapproval of the preliminary construction plans and specifications shall be communicated in the manner provided for notices; and disapproval shall be accompanied by specification of the grounds for disapproval.

Lessee shall not deliver working drawings to any government body for a building permit or any other final approval until preliminary plans are approved by Lessor as in this paragraph. Disapproval and election to submit revised plans and specifications shall not extend the time for commencing or completing constructing.

(c) Submittal of Preliminary Plans to Government Bodies. Upon Lessor's approval of the preliminary plans and specifications, Lessee shall submit such plans to the appropriate governmental agencies, if any, for approval. If such governmental agencies require changes or revisions to the preliminary plans and specifications, then Lessee shall submit such revised preliminary plans and specifications to Lessor for re-approval in the same manner set forth in Section 5.2 (a) and (b) above. Lessor shall have no obligation to concur with any changes or revisions to the preliminary plans and specifications required by any governmental agencies. In the event Lessor does not concur with changes, Lessor may require that Lessee request that the appropriate governmental agencies waive or otherwise modify the requested change or revision to Lessor's satisfaction. In the event that Lessee fails to acquire the modifications or waiver of the Lessor's requested change or revision, Lessor, may, at its election, immediately terminate this Agreement.

(d) Final Plans; Specifications. After Lessee has received approvals required under Sections 5.2(a), (b) and (c) above, Lessee shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by Lessor as set forth above, and deliver to Lessor five (5) complete sets to Lessor.

(e) Notice of Intent to Construct. Lessee shall notify Lessor of Lessee's intention to commence a work of improvement at least ten (10) days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. Lessor shall have the right to post and maintain on the Site any notices of nonresponsibility provided for under applicable law, and to inspect the Site in relation to the construction at all reasonable times.

(f) Required Governmental Permits. Lessee shall procure and deliver to Lessor at Lessee's expense evidence of compliance with all then applicable codes, ordinances, regulations, and requirements for permits and approvals, including but not restricted to grading permits, building permits, zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction.

5.3 Diligent Prosecution to Completion. Upon the Lease Commencement Date, Lessee shall with reasonable diligence pursue to completion all construction of improvements, additions, or alterations. Failure to complete all improvements as shown on the final plans and specification within twenty four (24) months after the Lease Commencement Date shall be a material default under this Agreement.

5.4 Protection of Lessor Against Cost or Claim. Lessee shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law in effect when the work begins. No such payment shall be construed as Rent. Lessee shall not suffer or permit to be enforced against the Site or any part of it any mechanic's, materialmen's contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, Lessee may in good faith and at Lessee's own expense contest the validity of any such asserted lien, claim, or demand, provided Lessee has furnished the bond required in California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Site from the effect of such a lien claim).

Lessee shall defend and indemnify Lessor against any liability and loss of any type arising out of work performed on the Site by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by Lessor in negotiating, settling, defending, or otherwise protecting against such claims.

- 5.5 Lessor's Right to Discharge Lien. If Lessee does not cause to be recorded the bond described in California Civil Code Section 3143 or otherwise protect the Site under any alternative or successor statute, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure of a mechanic's, materialmen's, contractor's, or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, Lessor shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse Lessor for all sums paid by Lessor under this paragraph, together with all Lessor's reasonable attorneys' fees and costs, plus interest on those sums, fees, and costs at the rate of ten percent (10%) per year from the date of payment until the date of reimbursement.
- 5.6 Notice of Completion. On completion of any substantial work of improvement during the Lease Term, Lessee shall file a notice of completion.

## ARTICLE VI

### MAINTENANCE AND REPAIRS

- 6.1 Lessee Required to Maintain Site. Throughout the Lease Term, Lessee shall, at Lessee's sole cost and expense, maintain the Site and all improvements in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (i) federal, state, county, municipal, and other governmental agencies and bodies having jurisdiction and all their respective departments, bureaus, and officials; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (iii) all insurance companies insuring all or any part of the Site or improvements or both.
- 6.2 Damage or Destruction. In the event of any damage to or destruction of Lessee's improvements located on the Site, then Lessee shall promptly and diligently repair and/or restore such improvements as required to comply with Section 6.1 above; provided, however, that if following such damage or destruction in Lessee's reasonable judgment the repair and/or restoration of such improvements is not commercially practical, then in lieu of such repair or restoration Lessee shall (i) promptly and diligently raze and remove from the Site any and all damaged improvements which Lessee does not elect to repair or restore and any associated debris, and restore the surface of the Site on which such improvements were formerly located to a clean, safe and sightly condition, with all excavations filled and the surface graded, and (ii) deliver to Lessor all insurance proceeds received by Lessee relative to the improvements that are not restored, less (I) the unamortized portion of the cost of the original construction of such non-restored improvements, which unamortized portion shall be calculated on a straight-line basis by comparing the number of years in the initial Lease Term (plus any extension terms which have been exercised by Lessee) remaining after the date of the damage or destruction, as compared to the total number of originally scheduled years in the initial Lease Term (plus any extension terms which have been exercised by Lessee) remaining after the completion of the initial construction of such improvements, and less (II) the cost of the demolition and removal from the Site of the subject improvements. No damage to or destruction of any improvements on the Site shall affect Lessee's obligations under this Lease (including without limitation, the obligation to pay the Base

Rent payable hereunder) nor entitled Lessee to terminate this Lease. The Parties hereby waive the provisions of California Civil Code Section 1932 and any other provisions of law which provide for rights contrary to the terms and provisions of this Lease.

## ARTICLE VII

### OWNERSHIP OF IMPROVEMENTS

- 7.1 Exclusion of Existing Improvements. Title to improvements on the Site at the Lease Commencement Date is retained by Lessor and this Agreement is subject to any rights of ownership in the improvements. The Parties covenant for themselves and all persons claiming under them that the improvements are real property.
- 7.2 Ownership of New Improvements During Lease Term. All improvements constructed on the Site by Lessee as permitted by this Agreement shall be owned by Lessee until expiration of the Lease Term or sooner termination of this Agreement. Lessee shall not, however, remove any improvements from the Site, nor waste, destroy, or modify any improvements on the Site, except as permitted by this Agreement. The parties covenant for themselves and all persons claiming under them that the improvements are real property.
- 7.3 Ownership at Termination. All improvements constructed on the Site by Lessee as permitted or required by this Agreement shall, during the term of this Agreement, be and remain the property of Lessee; provided, however, that Lessee's rights and powers with respect to the improvements are subject to the terms and limitations of this Agreement and Lessee's interest in such improvements shall terminate upon the expiration or earlier termination of this Agreement (including, without limitation, any termination pursuant to Section 11.5 below).

Notwithstanding the foregoing, at the expiration or earlier termination of this Agreement (except in the case of a condemnation pursuant to Section 12.1), Lessor may, at Lessor's election, demand the removal from the Site of all fixtures and improvements or of certain fixtures or improvements or both, as specified in the notice provided for below. A demand to take effect at the normal expiration of the Lease Term shall be effected by notice given at any time not later than six (6) months before the expiration date. A demand to take effect on any other termination of this Agreement shall be effected by notice given in or concurrently with notice of such termination or within ten (10) days after such termination. Lessee shall comply with the notice before the expiration date, for normal termination, and within sixty (60) days after the notice for other termination. The duty imposed by this provision includes but is not limited to the duty to demolish and remove all foundations, fill all excavations, return the surface to grade, and leave the Site safe and free from debris and hazards; provided that, after compliance with a demand for removal of less than all fixtures and improvements, Lessee shall be required to remedy only willful and negligent injuries to the Site or remaining improvements or fixtures.

## ARTICLE VIII

### ENCUMBRANCE; SUBORDINATION

- 8.1 No Mortgage. Lessee shall not mortgage or otherwise encumber this Lease without the prior written consent of Lessor.
- 8.2 Subordination. Lessee acknowledges that the Site may be subject to certain liens, deeds of trust, mortgages, covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record. Lessee represents that it has conducted its own title review and has obtained such insurance as Lessee deems appropriate. At the option of Lessor or any lender of Lessor that obtains a security interest in the Site, this Agreement shall be either superior or subordinate to all ground or underlying leases, mortgages and deeds of trust, if any, which may hereafter affect the Site, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that this Agreement is subordinate to all recorded ground or underlying leases, mortgages and deeds of trust existing as of the date of this Agreement. Lessee shall, upon written request of Lessor, execute and deliver all instruments as may be required from time to time to subordinate the rights of Lessee under this Agreement to any ground or underlying lease or to the lien of any mortgage or deed of trust, or, if requested by Lessee, to subordinate, in whole or in part, any ground or underlying lease or the lien of any mortgage or deed of trust to this Agreement. Lessee agrees that any purchaser at a foreclosure sale or lender taking title under a deed-in-lieu of foreclosure shall not be responsible for any act or omission of a prior landlord, shall not be subject to any offsets or defenses Lessee may have against a prior landlord, and shall not be liable for the return of the security deposit to the extent it is not actually received by such purchaser or bound by any rent paid for more than the current month in which the foreclosure occurred.

## ARTICLE IX

### ASSIGNMENT

- 9.1 Lessee's Right to Assign. The Parties acknowledge that this Agreement is not a market rate lease negotiated between private parties. Accordingly, Lessee acknowledges that the restrictions and limitations on its rights to assign, transfer, convey, encumber or sublease its interest in this Agreement are reasonable. Under no circumstances shall Lessee assign, transfer, convey, encumber or sublease its interest in this Agreement or the Site. Any such assignment, transfer, conveyance, encumbrance or sublease shall be a material default under this Lease and shall give rise to an immediate termination of this Agreement. In addition, Lessee's decision to terminate the Approved Use of the Site shall also terminate the Agreement. Notwithstanding the foregoing, in the event that Lessee desires to terminate this lease prior to the expiration of the term in order to have another governmental agency succeed it as a lessee, then Lessee shall notify Lessor, identifying such governmental agency. Thereafter, Lessor shall evaluate and engage such third-party for purposes of determining if Lessor shall accept such governmental agency as a new lessee under a new lease. In the event that Lessee's successor: (i) will engage in the same use of the Site as Lessee, (ii) is subject to the same restrictions governing the use of the bond funds that were originally used by Lessee to enter into this Agreement, (iii) use of the Site by the successor will not interfere with Lessor's operations, (iv) use of the Site by the successor will be consistent with Lessor's Secondary Land Use Requirements, and (v) agrees to any such additional terms and

requirements as Lessor deems reasonably necessary (including, without limitation, potential CPUC approval), Lessor shall enter into a new Lease Agreement with Lessee's successor. In the event Lessor and the potential successor reach agreement on a lease, then Lessor and Lessee shall terminate this Agreement and thereafter Lessor and the potential successor shall enter into a new lease, the form of which shall be substantially similar to this Lease, except for any changes that Lessor deems necessary.

## ARTICLE X

### INSURANCE AND INDEMNITY

- 10.1 Insurance Requirements. During the term of this Agreement, Lessee, and its contractors and subcontractors, which perform any work on the Site or on Lessee's improvements thereon, shall maintain insurance as described below:
- (a) All-risk Insurance covering any improvements on the Site. Such insurance shall: (i) be of Replacement Cost form with limits sufficient to insure not less than ninety five percent (95%) of the value of the replacement cost new of the improvements, excluding the costs to replace excavations and foundations; (ii) have limits for the amount of insurance the Lessee is required to maintain pursuant to any encumbrance of the leasehold interest; and (iii) be endorsed to add Lessor as an additional insured and Loss Payee.
  - (b) All-risk Builder's Risk Insurance covering the construction of any improvements on the Site. Such insurance shall: (i) have limits of not less than the value of the improvements and (ii) include Lessor and Lessee's contractors and subcontractors as insureds as their interests may appear.
  - (c) Commercial General Liability Insurance, including contractual liability, broad form property and damage and products/completed operations, liability, with a combined single limit and annual aggregates of not less than Two Million and 00/100 Dollars (\$2,000,000.00), or such larger amount as Lessor shall reasonably require from time to time. Such insurance shall: (i) be of the "occurrence" form; (ii) be primary for all purposes; (iii) contain standard cross-liability or severability of interest provisions; and (iv) name Lessor as an additional insured.
  - (d) Commercial Automobile Insurance with a combined single limit of not less than one million and 00/100 Dollars (\$1,000,000.00). Such insurance shall: (i) cover the liability for the use of owned, non-owned and hired vehicles on the Site; (ii) be primary for all purposes; and (iii) name Lessor as additional insured.
  - (e) Worker's Compensation with statutory limits, in accordance with the laws of the State of California, and Employer's Liability with limits of not less than one million and 00/100 Dollars (\$1,000,000.00). Lessee and its contractors shall require their insurers furnishing such insurance to waive all rights of subrogation against Lessor, its officers, agents, and employees.
- 10.2 Evidence of Insurance. Lessee shall provide Lessor with evidence of such insurance by submission of certificates of insurance, pursuant to Section 14.10 "Notices" at least ten (10) days prior to Execution of this Agreement or entry upon the Site. Such certificates shall document that the insurance shall not be canceled or allowed to expire or be materially reduced without thirty (30) days prior written notice to Lessor and that such insurance is primary and noncontributing with any insurance carried by Lessor and that Lessor shall have no liability for payment of premiums for such insurance.

- 10.3 Indemnification and Waiver. To the extent not prohibited by law, Lessor and the other Lessor Parties shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Lessee or by other persons claiming through Lessee. Lessee shall indemnify, defend, protect, and hold harmless Lessor Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising by reason of this Agreement or the use or occupancy of the Site by Lessee or any person claiming under Lessee. The provisions of this Section 10.3 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.
- 10.4 Subrogation. Lessor and Lessee agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance carried by Lessor and Lessee, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Lessor and Lessee hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is required to be insured against hereunder under policies of insurance for fire and all risk coverage, theft, or other similar insurance.
- 10.5 Self-Insurance. Lessee shall have the right to self-insure for the requirements set forth herein, provided Lessee provides appropriate documentation evidencing such self-insurance which is reasonably acceptable to Lessor.

## ARTICLE XI

### RIGHT OF ENTRY

- 11.1 Lessor's Right are Superior. Lessee acknowledges that Lessor's use of the Site for its electric transmission and subtransmission lines and other facilities necessary and useful to Lessor's business of providing electrical power to its customers is senior and superior to the rights of Lessee to use the Site for the Approved Use. Lessee further acknowledges that but for Lessor's rights under this Article XI, Lessor would not enter into this Agreement or would otherwise require a much greater Base Rent (the Parties acknowledging that the Base Rent hereunder is well below the market value rental rate).

Lessee shall conduct its operations on the Site in such a manner so as not to interfere with the operation of the electrical facilities on the Site and/or Lessor's or its contractor's performance of any work done on or above the Site. Lessee acknowledges that the performance of the work may cause damage to paving or other improvements constructed by Lessee on the Site. Lessee expressly agrees to hold Lessor harmless from all such damage to Lessee's improvements.

- 11.2 Lessor's Use and Access of Site. Lessor, through its employees, agents or representatives, and other city, county, state and federal agencies, through their agents or representatives, shall have full right and authority to enter in and upon the Site at any and all reasonable times during the term of the Lease without interference or hindrance by Lessee, its agents or representatives for the following purposes: (i) inspecting the Site, (ii) doing of any and all acts necessary, useful or proper in connection with the protection, maintenance, repair, upgrade, replacement, expansion, reconstruction and/or operation of Lessor's electrical lines, structures and ancillary and incidental

improvements and property, and (iii) accessing its billboard and cell sites located on the Site and otherwise doing those things which Lessor is permitted to do under this Agreement. Further, Lessor reserves the right, at its discretion, to immediate possession of the same in case of any national, local or other emergency, or for the purpose of preventing sabotage, and for the protection of said electrical facilities.

Lessor's access to and use of the Site shall be consistent with its need to operate and service its equipment and access billboards, cell sites or for such other reasons as may be reasonably necessary to comply with CPUC orders and requirements and otherwise comply with applicable laws, regulations, policies, judgments and orders which are binding on Lessor.

- 11.3 Modification of Premises, Re-entry and Repossession of the Site. Without limiting Lessor's rights set forth in Section 11.2, Lessor shall have the rights set forth in this Section 11.3. Lessee agrees that Lessor may perform operational and maintenance activities on all or a part of the electrical facilities which are situated on and above the Site. In addition, Lessor may need to otherwise use the Site to install new or additional facilities within the Site. In connection therewith, Lessor shall have the right to impose temporary or permanent restrictions on Lessee's right to enter, occupy, and use all or a portion of the Site, and to repossess portions of, or all of the Site as reasonably necessary for its utility purposes without interference from Lessee, and to otherwise construct improvements thereon as Lessor deems are reasonably necessary or useful for its utility purposes without interference from Lessee.
- 11.4 Insulator Washing. Lessee acknowledges that from time to time, Lessor, its employees, agents and/or contractors will enter the Site to wash insulators located on Lessor's overhead electrical facilities with water. Lessee agrees to indemnify and hold harmless Lessor from any and all claims and/or damage resulting from said operation except to the extent such damage or claim results from Lessor's negligence or willful misconduct.
- 11.5 Advance Notice. In the event Lessor determines that it needs to obtain temporary or permanent possession of all or a portion of the Site, or needs to place restrictions on Lessee's use of the Site, Lessor shall, at least thirty (30) days prior to the effective date of the commencement of such temporary possession or restriction, or in the case of a permanent restriction or possession of all or a portion of the site, six (6) months prior to the effective date of the commencement of such permanent restriction or possession, notify Lessee in writing describing the extent of the possession or restrictions and the effective date of their commencement; the notice periods described above shall not apply to any emergency actions taken by Lessor. Upon the effective date of said notice, Lessee shall peaceably surrender possession of the Site and comply with the restriction as stated therein.
- 11.6 Waiver of Damages; Lease Termination. Notwithstanding anything to the contrary contained in this Agreement, the exercise of any of Lessor's rights under this Article XI shall not give rise to any liability to Lessor, and Lessee's sole and exclusive remedy against Lessor shall be as follows: (a) if the exercise of Lessor's rights under this Article XI results in a temporary possession or restriction of all or any portion of the Site or results in the permanent possession or restriction of less than all of the Site (such that the remainder of the Site can continue to be utilized for the Approved Use), then Base Rent shall be reduced for the period of repossession by an amount equal to the proportion which the area of the portion of the Site which Lessee is restricted from using or which has been surrendered to Lessor is to the total area of the Site (provided, however, that such rental abatement shall not be available for minor closures in connection with regular and ordinary maintenance activities); and (b) if the exercise of

Lessor's rights under this Article XI results in a permanent possession or restriction of all of the Site or results in the permanent possession or restriction of a material portion of the Site (such that the remainder of the Site cannot continue to be utilized for the Approved Use), then Lessee shall have the right to terminate this Agreement. Further, in the event that Lessor's exercise of its rights under this Article XI results in a permanent possession or restriction of all of the Site or results in the permanent possession or restriction of a material portion of the Site (such that the remainder of the Site cannot continue to be utilized for the Approved Use), then Lessor shall have the right to terminate this Agreement.

## ARTICLE XII

### CONDEMNATION

12.1 Definitions. The following definitions apply in construing provisions of this Agreement relating to a taking by a entity other than Lessor, of all or part of the Site by eminent domain or condemnation:

(a) "Condemnation" means (1) the exercise of the power of eminent domain, whether by legal proceedings or otherwise, by an entity, other than Lessor, having that power, or by inverse condemnation, or (2) a voluntary sale or transfer to any condemnor, either under the threat of condemnation or while legal proceedings in condemnation are pending.

(b) "Award" means all compensation, sums, or anything of value awarded, paid or received upon a total or partial condemnation of the Site.

(c) "Substantial taking" means a taking of a portion of the Site by condemnation which, assuming a reasonable amount of reconstruction on the remainder, substantially impairs Lessor's ability to use the remainder, and in the case of Lessee, the Lessee's ability to use the remainder for the purposes permitted under this Agreement.

(d) "Partial taking" means any taking of the Site that is not either a total or substantial taking.

12.2 Termination of Lease As To Part Condemned. In the event the whole or any part of the Site is taken by condemnation, the Lease shall cease as to the part condemned upon the date possession of that part is taken by the entity.

12.3 Partial Taking. If a part of the Site is taken by condemnation but there is no substantial taking of the Site, Lessee shall continue to be bound by the terms, covenants, and conditions of this Agreement except the Base Rent shall be reduced in the same ratio as the value of the portion of the Site taken bears to the value of the total Site (excluding improvements then in existence) as of the date possession of the part is taken.

12.4 Substantial Taking. If the part taken by condemnation constitutes a substantial taking of the Site, Lessee shall either:

(a) Terminate the Lease and be absolved of obligations hereunder which have not accrued at the date possession is taken by condemnation; or

(b) Continue to occupy the remainder of the Site and remain bound by the terms, covenants and conditions of this Agreement, except that Base Rent shall be reduced in the same ratio as the value of the portion or the Site taken bears to the value of the total

Site (excluding improvements then in existence) as of the date possession of the part is taken by condemnation.

Lessee shall give written notice of its election to terminate the Lease within thirty (30) days of the date possession of the part is taken by condemnation. If Lessee fails to give Lessor its written notice of termination within the time specified, this Agreement shall remain in full force and effect except that the Base Rent shall be reduced as provided in this section. If Lessee continues to occupy the remainder, Lessee, whether or not the award upon the taking by condemnation is sufficient for the purpose, shall, at its expense, within a reasonable period of time, commence and complete restoration of the remainder of the Site as nearly as possible to its value, condition and character immediately prior to such taking; provided, however that in the case of a taking for temporary use, Lessee shall not be required to effect restoration until such taking is terminated. Lessee shall submit to Lessor its plans for the restoration of the remainder within ninety (90) days of the date possession of the part is taken by condemnation.

- 12.5 Adjustment of Rent. Should a portion of the Site be condemned and the Rent be reduced as provided above, the reduced Rent shall continue to be subject to adjustment in accordance with Section 2.1.
- 12.6 Compensation. If during the term of this Agreement, the Site, or any portion thereof, is condemned by an entity other than Lessor, Lessor and Lessee shall have the right to seek a separate award from the court in such condemnation proceedings to compensate such party for the value of its interest in the Site so taken. Neither party shall have any interest in the other party's award.
- 12.7 Condemnation by Lessor. Lessee acknowledges that Lessor has the power of eminent domain, generally, to acquire real Site for public purposes. Under no circumstances shall Lessor be required to exercise its power of eminent domain to repossess and take temporary or permanent possession of all or a portion of the Site. The Parties' acknowledge that Lessor has the right to obtain possession or exclusive use of all or a portion of the Site pursuant to Article XI (and the relative rights and remedies of the Parties is set forth in said Article XI).

### ARTICLE XIII

#### DEFAULT; REMEDIES

- 13.1 Lessee's Default. Each of the following events shall be a default by Lessee and a breach of this Agreement:
- (a) Failure to Perform Agreement Covenants. Abandonment or surrender of the Site, or failure or refusal to pay when due any installment of Rent or any other sum required by this Agreement to be paid by Lessee, or the failure to perform as required or conditioned by any other covenant or condition of this Agreement.
- (b) Attachment or Other Levy. The subjection of any right or interest of Lessee in the Site to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days.
- (c) Insolvency, Bankruptcy. The filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or

insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing, or other initial event.

### 13.2 Notice and Right To Cure.

(a) Lessee's Right To Cure Defaults. If the alleged default is nonpayment of Rent, taxes, or other sums to be paid by Lessee as provided in this Agreement, Lessee shall have ten (10) days after notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently after the notice, commence curing the default and shall have thirty (30) days after notice is given, to complete the cure; provided, however, if the nature of the breach is such that it is not susceptible of being cured within such thirty (30) day period, then Lessee shall be required to promptly commence cure and diligently prosecute such cure to completion as soon as reasonably possible.

(b) Lessor's Right To Cure Lessee's Defaults. After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, Lessor may at Lessor's election, but is not obligated to, make any payment required of Lessee under this Agreement, or perform or comply with any covenant or condition imposed on Lessee under this Agreement or any such note or document. Without in any manner limiting Lessor's rights under the immediately preceding sentence, Lessee expressly agrees and acknowledges that any breach by Lessee of the terms and provisions of Sections 4.8 through 4.10 of this Lease shall constitute an emergency and Lessor shall, upon written notice to Lessee, immediately have the right to take action to cure the breach. Any amounts paid by Lessor on Lessee's behalf under this Lease, and all costs and expenses incurred by Lessor in the performance of any obligations of Lessee under this Lease, plus interest on such sum at the rate of ten percent (10%) per year from the date of payment, performance, or compliance (herein called act), shall be deemed to be payable by Lessee with the next succeeding installment of Rent. No such act shall constitute a waiver of default or of any remedy for default or render Lessor liable for any loss or damage resulting from any such act.

### 13.3 Lessor's Remedies. If any default by Lessee shall continue uncured, following notice of default as required by this Agreement for the period applicable to the default under the applicable provision of this Agreement, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative:

(a) Termination. Lessor may at Lessor's election terminate this Agreement by giving Lessee notice of termination. On the giving of the notice, all Lessee's rights in the Site and in all improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Site and all improvements in broom-clean condition, and Lessor may reenter and take possession of the Site and all remaining improvements. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

(b) Reentry Without Termination. Lessor may at Lessor's election reenter the Site, and, without terminating this Agreement, at any time and from time to time re-lease the Site and improvements or any part or parts of them for the account and in the name of Lessee or otherwise. Any re-leasing may be for the remainder of the term or for a longer or shorter period. Lessor may execute any lease made under this provision either in

Lessor's name or in Lessee's name and shall be entitled to all rent from the use, operation, or occupancy of the Site or improvements or both. Lessee shall nevertheless pay to Lessor on the due dates specified in this Agreement the equivalent of all sums required of Lessee under this Agreement, plus Lessor's expenses less the avails of any releasing. No act by or on behalf of Lessor under this provision shall constitute a termination of this Agreement unless Lessor gives Lessee notice of termination.

(c) Lessee's Personal Property. Lessor may at Lessor's election use Lessee's personal property or any of such property and fixtures without compensation and without liability for wear and tear caused by ordinary usage, or store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

(d) Damages. If upon the event of an uncured default, Lessor elects to terminate Lessee's lease of the Site under this Agreement, Lessor may recover from Lessee the following:

(i) the worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus

(iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new Lessee, whether for the same or a different use, and any special concessions made to obtain a new Lessee; and

(v) At Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this paragraph (e) shall be deemed to be and to mean all sums of every nature required to be paid by Lessee pursuant to the terms of this Lease, whether to Lessor or to others. As used in clauses (i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the then prevailing prime or reference rate of interest plus three percent (3%), but in no case greater than the maximum amount of such interest permitted by law. As used in clause (iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

13.4 Notice of Lessor's Default; Lessee's Waiver. Lessor shall not be considered to be in default under this Agreement unless (a) Lessee has given written notice specifying the default and (b) Lessor shall have failed to cure the default within thirty (30) days after notice is given, plus any additional time that is reasonably required for the curing of the

default if the default is not reasonably susceptible to being cured during this period, so long as Lessor continuously and diligently proceeds to cure the default.

- 13.5 Unavoidable Default or Delay. Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for a period equal to any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Agreement for the payment of Rent, taxes, insurance, or obligations to pay money. The causes referred to above are: strikes, acts of public enemies of this state or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this Agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 13.6 Waiver; Voluntary Acts. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of Rent pursuant to this Agreement shall not constitute a waiver of any preceding default by Lessee other than default in the payment of the particular Rent payment so accepted, regardless of Lessor's knowledge of the preceding breach at the time of accepting the Rent, nor shall acceptance of Rent or any other payment after termination constitute a reinstatement, extension, or renewal of the Agreement or revocation of any notice or other act by Lessor.
- 13.7 Attorneys' Fees. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- 13.8 ARBITRATION OF DISPUTES.

THE PARTIES DESIRE TO AVOID AND SETTLE WITHOUT LITIGATION FUTURE DISPUTES WHICH MAY ARISE BETWEEN THEM RELATIVE TO THIS AGREEMENT. ACCORDINGLY, THE PARTIES AGREE TO ENGAGE IN GOOD FAITH NEGOTIATIONS TO RESOLVE ANY SUCH DISPUTE. IN THE EVENT THEY ARE UNABLE TO RESOLVE ANY SUCH DISPUTE BY NEGOTIATION, THEN SUCH DISPUTE CONCERNING ANY MATTER WHOSE ARBITRATION IS NOT PROHIBITED BY LAW AT THE TIME SUCH DISPUTE ARISES SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (HEREINAFTER 'RULES') THEN IN EFFECT AND THE AWARD RENDERED BY THE ARBITRATORS SHALL BE BINDING AS BETWEEN THE PARTIES AND JUDGMENT ON SUCH AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, THIS SECTION 14.8 SHALL NOT BE APPLICABLE TO (i) ANY CLAIMS FOR RESTRAINING ORDER OR OTHER INJUNCTIVE RELIEF, OR (ii) LESSOR'S EXERCISE OF ANY UNLAWFUL DETAINER RIGHTS PURSUANT TO CALIFORNIA LAW OR RIGHTS OR REMEDIES USED BY LESSOR TO TERMINATE LESSEE'S RIGHT OF POSSESSION TO THE SITE.

THREE NEUTRAL ARBITRATORS SHALL BE APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION AND AT LEAST ONE OF SUCH ARBITRATORS SHALL BE AN ATTORNEY-AT-LAW AND ALL DECISIONS AND AWARDS SHALL BE MADE BY A MAJORITY OF THEM EXCEPT FOR DECISIONS RELATING TO DISCOVERY AND DISCLOSURES AS SET FORTH HEREIN.

NOTICE OF A DEMAND FOR ARBITRATION OF ANY DISPUTE SUBJECT TO ARBITRATION BY ONE PARTY SHALL BE FILED IN WRITING WITH THE OTHER PARTY AND WITH THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES AGREE THAT AFTER ANY SUCH NOTICE HAS BEEN FILED, THEY SHALL, BEFORE THE HEARING THEREOF, MAKE DISCOVERY AND DISCLOSURE OF ALL MATTERS RELEVANT TO SUCH DISPUTE, TO THE EXTENT AND IN THE MANNER PROVIDED BY THE CALIFORNIA CODE OF CIVIL PROCEDURE. ALL QUESTIONS THAT MAY ARISE WITH RESPECT



remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

- 14.4 Costs of Suit. If Lessee or Lessor shall bring any action for any relief (including in arbitration) against the other, declaratory or otherwise, arising out of this Agreement, including any suit by Lessor for the recovery of Rent or possession of the Site, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the Site by lease of Lessee, or for the foreclosure of any lien for labor or materials furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such other person, Lessee shall save and hold Lessor, harmless from any judgment rendered against Lessor or the Site or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in connection with such litigation.
- 14.5 Time, Joint and Several Liability. Time is of the essence of this Agreement and each and every provision hereof. All the terms, covenants and conditions contained in this Agreement to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.
- 14.6 Binding Effect; Choice of Law. The Parties hereto agree that all the provision hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of California.
- 14.7 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of a covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.
- 14.8 Holding Over. If Lessee remains in possession of all or any part of the premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, Rent and other monetary sums due hereunder shall be payable in the amount of one hundred fifty percent (150%) of the Rent otherwise payable under this Lease and at the time specified in this Agreement and such holding over shall be subject to every other term, covenant and agreement contained herein.
- 14.9 Recording. Lessee shall not record this Agreement without Lessor's prior written consent, and such recordation shall, at the option of Lessor, constitute a noncurable default of Lessee hereunder. Either party shall, upon request of the other, execute,

acknowledge and deliver to the other a short form memorandum of this Agreement for recording purposes.

- 14.10 Notices. All notices or demands of any kind required or desired to be given by Lessor or Lessee hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Lessor or Lessee respectively at the addresses set forth below:

Lessee:                   City of Santa Fe Springs  
                              City Mayor  
                              11710 Telegraph Road  
                              Santa Fe Springs, CA 90670-3679

Lessor:                   Southern California Edison  
                              Real Properties  
                              2131 Walnut Grove Avenue, 2<sup>nd</sup> Floor  
                              Rosemead, CA 91770

- 14.11 No Partnership. Nothing in this Agreement shall be construed to render the Lessor in any way or for any purpose a partner, joint venturer or associate of Lessee.

- 14.12 Days. All references to days in this Agreement shall mean business days.

**/// Signature page follows ///**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**LESSOR**  
SOUTHERN CALIFORNIA EDISON COMPANY

By:  Dated: 12/12, 2011  
Cecil R. House  
Senior Vice President  
Operations Support and Chief Procurement Officer

**LESSEE**  
CITY OF SANTA FE SPRINGS  
a municipal corporation

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2011  
City Mayor

Approved as to form:

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

Attest:

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

**SCHEDULE "1"**

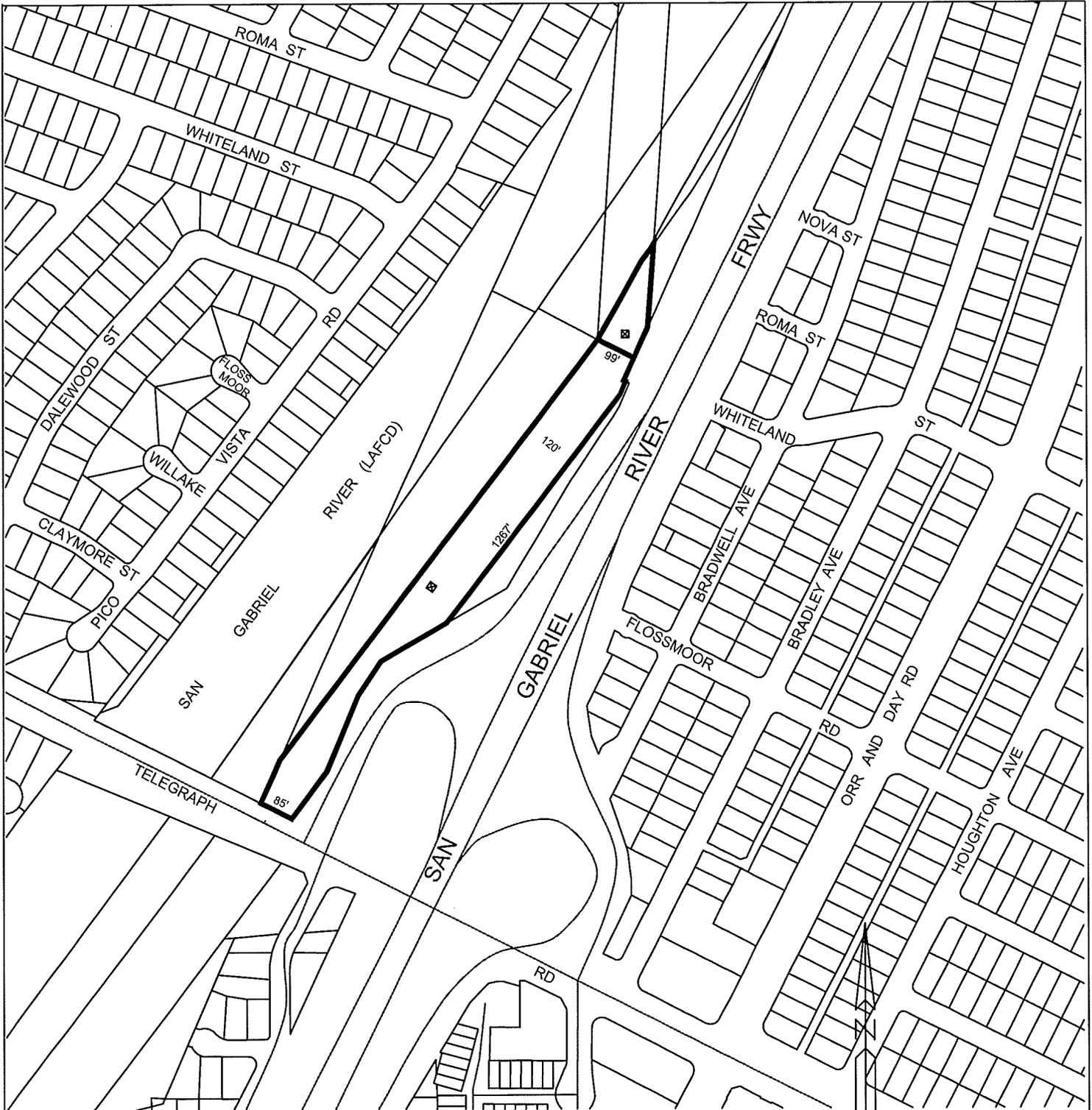
**Rent**

<u>Year</u>	<u>Annual Amount</u>
1	\$1,920.00
2	\$1,920.00
3	\$1,920.00
4	\$1,920.00
5	\$1,920.00
6	\$2,112.00
7	\$2,112.00
8	\$2,112.00
9	\$2,112.00
10	\$2,112.00
11	\$2,323.20
12	\$2,323.20
13	\$2,323.20
14	\$2,323.20
15	\$2,323.20
16	\$2,555.52
17	\$2,555.52
18	\$2,555.52
19	\$2,555.52
20	\$2,555.52
21	\$2,811.07
22	\$2,811.07
23	\$2,811.07
24	\$2,811.07
25	\$2,811.07

**EXHIBIT "A"**

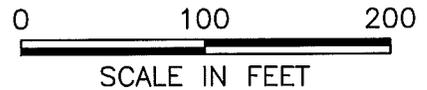
Site Depiction

[Attach site depiction]



**LEGEND**

-  LANDS OF SCE BEING LEASED TO CITY OF SANTA FE SPRINGS FOR NATURE PARK
-  APPROXIMATE TOWER LOCATION (100' CLEARANCE)



**EXHIBIT "A"**

TOTAL AREA (GROSS) SQ.FT. 167,270		AC. 3.84	
FACILITY NAME: CENTER-MESA 220KV T/L R/W		NOTIFICATION NO. 201298693	P.I.D. NO. N/A
LESSEE: CITY OF SANTA FE SPRINGS		CITY: SANTA FE SPRINGS	T.G.: 735-F-4
CONTRACT NO.: N/A	R/P AGENT: PEREZ-BETTY	COUNTY: LOS ANGELES	STATE: CA
ENG. MPG. TECHNICIAN: TAN	ANALYST: N/A	T/S APPROVAL: N/A	
SANDERS MAP NO.: 535624	M.S.: N/A	REF: SANDERS MAP, ASSESSORS MAP	
File Name: 2011NOT201298693.DWG	DATE: 01/29/11		

**EXHIBIT "B"**

Secondary Land Use (SLU) Requirements

[See Exhibits B-1, B-2 and B-3]

**EXHIBIT "B-1"**

Constraints Guidelines

[Please See Attached]

**EXHIBIT "B-1" (page 1 of 3)**  
**Constraints Guidelines**  
**for Fee-Owned Transmission Rights-of-Way**  
**In support of Secondary Land Use Policy**  
**January 30, 2007**

The guidelines below are to implement the new policy on Secondary Land Use declared by Southern California Edison (SCE) in March 2006. That new policy declares that because the primary purpose and use of SCE's transmission rights-of-way (ROW) are for the safe construction, operation and maintenance of SCE's electric transmission system, new secondary land uses will, in general, not be allowed. No new agreements for high-intensity uses of the ROW will be entered into. Unlike prior practice, SCE will no longer actively market its rights-of-way for secondary uses.

However, on a case-by-case basis, SCE will consider exceptions to this prohibition and may agree to licenses for low-intensity secondary uses of its fee-owned ROW<sup>1</sup> that are compatible with these primary purposes and do not impose unacceptable burdens on SCE's ability to maintain and operate its current facilities and that do not interfere with any future operating facility needs. Examples of possible low-intensity green or passive recreational uses include greenbelts; horticultural/agricultural; parks; horseback riding trails; and hiking and non-motorized biking trails. On an even less frequent basis, in certain circumstances, additional low-intensity uses such as short-term overflow parking lots and equestrian stables may be permitted. In no case, however, will permanent or metallic structures be permitted.

In addition to the foregoing general guidance, any proposed low-intensity secondary land use must satisfy the following criteria:

- SCE's access to its property and facilities must be maintained and cannot be encumbered, in order to ensure SCE's access for system operations, maintenance, and emergency response.
- Adequate clearance around SCE towers and poles shall be maintained:
  - 100-foot radius from tower footings
  - 10-foot radius around anchors/guy wires, tubular steel and wood poles
- Whatever other clearances are specified in this document, in all cases adequate clearance from overhead lines (conductors) to the ground conforming to General Order (GO) 95 of the California Public Utilities Commission, as the same may be revised from time to time, shall be provided.
- Access roads must be fully available to SCE, with a minimum of 16 feet usable width and capable of supporting 40-ton, three-axle trucks:
  - All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface

---

<sup>1</sup> SCE's rights in many of its rights-of-way are only by easement, granted by a third-party property owner. The terms of such easement restrict the underlying fee owner and require SCE's written consent to the waiver or modification of any of such restrictions. SCE does not favor secondary uses of easement rights-of-way because of the difficulty of controlling and terminating such uses.

## EXHIBIT "B-1" (page 2 of 3)

- Maximum cross slope for all access roads shall not exceed 2% and shall slope to the inside
- There are restrictions on underground facilities, such as irrigations systems, with any proposed facility required to have a minimum cover of three feet from the top of the facility and be able to withstand a gross load of 40 tons.
- Structures are not allowed, and other restrictions imposed on specific uses may differ depending on the operating voltage of the electric lines in question. However, portable trailers and the like that can be easily and quickly removed from the site without the aid of special equipment may be permitted. In the case of permitted equestrian stables, the permittee may install facilities constructed primarily of treated wood. In the case of permitted parks, the permittee may install landscaping, trails, benches or other forms of seating, and children's climbing structures provided the same are construed primarily of non-metallic substances and are consistent with required line clearances. Backstops or other metal structures may not be used in the ROW even in otherwise approved parks. Additional technical requirements and prohibitions may apply and will be assessed in discussions with SCE
- Flammable substances are not allowed on SCE rights-of-way.
- Shrubs and trees maintained in the right-of-way may not exceed a 15-foot maximum height mature growth and shall be subject to species limitations specified by SCE. SCE may change acceptable species designations from time to time by SCE upon 90 days' notice.
- As used in SCE's new Secondary Land Use policy, "equestrian stables" shall refer to facilities operated for the domiciling and care of horses. All boarding agreements must authorize the stables operator and SCE to remove horses without notice should emergency circumstances require, and agreements by the horse owner and stables operator to defend, indemnify, and hold SCE harmless should such occur. When stables are permitted, the same shall be only in right-of-way that connects to existing parks, trails, or other open space of at least five acres, or the adjoining area is zoned for equestrian activities.
- Trails, other than those utilizing the existing utility access road, may run longitudinally along the right-of-way, provided the permitted proximity to the "drip line" shall be at SCE's discretion depending on circumstances. Trails crossing the ROW at angles less than 90 degrees may be permitted, again at SCE's discretion. The greater clearances around tower footings and dead-end towers shall be as specified herein shall continue to govern.
- Because they are inconsistent with SCE's primary operating needs, creating wetlands or other sensitive natural habitat, vegetation, or related natural plant areas within SCE's right-of-way is not allowed.
- Trespass discouragers (e.g., "anti-climbing guards") must be installed if deemed necessary by SCE on all existing and future towers. Work will be done by SCE and all costs will be paid in advance by the project proponent or developer.
- Permitted low-intensity secondary land uses will be authorized by means of a license agreement only, for a term not to exceed five years, and terminable at will by SCE on 30 days' notice for no cause required.

### EXHIBIT "B-1" (page 3 of 3)

This document is intended only to provide general guidance, and is by no means an exhaustive statement of the requirements that will govern any secondary land use to which SCE may agree. In particular circumstances, more-restrictive constraints than those set out above may be required. It is essential and most productive for all involved parties to contact SCE as soon as possible in the project concept stage and prior even to preparing proposed plans. SCE must approve any proposed project design and construction plans in writing before the project can proceed to negotiation of a license agreement. Depending on the nature and scope of the project, SCE may require fees to be paid to cover the costs of planning, research, calculations of the "sag" of the overhead electrical conductors, and other project-related costs. In addition, a license or consent agreement and related fee will be required for any secondary use. All details and questions can be addressed during the project concept and approval process.

30 January 2007

## EXHIBIT "B-2"

### Rivers & Mountains Conservancy (RMC) State Funded (Proposition 40, 50 , 84 and other such applicable funding sources) Projects Proposed on SCE's Site

#### PROCESS AND PLAN CHECKLIST

1. Letter from City of Santa Fe Springs identifying requested use of the Site for State funded (Proposition 40, 50, 84 and other such applicable funding sources) RMC project in accordance with the State provision for the bond measures. The proposed project must be compatible with SCE's Secondary Land Use Policy (low intensity uses only) and Constraints Guidelines.
  2. SCE verification of Site availability.
  3. If the Site is available, SCE to provide City of Santa Fe Springs an Application for Use and estimated processing fee to commence review process (SCE review to include electrical conductor clearance evaluations, as required).
  4. City of Santa Fe Springs provides to SCE: (i) the completed Application, (ii) RMC funding approval, and (iii) four (4) copies of a conceptual plan depicting City of Santa Fe Springs proposed project.
  5. SCE shall conduct a review of the conceptual plan, meet with City of Santa Fe Springs and provide comments for developing preliminary site plans in accordance with SCE's operational requirements and constraints guidelines.
  6. City of Santa Fe Springs shall submit preliminary site plans to comply with SCE's requirements and guidelines. Preliminary site plans must clearly identify and plot:
    - A. SCE property lines and easements
    - B. All SCE structures
    - C. All SCE clearances which comply with SCE Constraints Guidelines
    - D. All proposed improvements
- Note: Proposed use must not have open space requirements that can impose additional requirements on the Site or prohibit or limit SCE's ability to construct and install additional facilities on the Site. No environmental mitigation is permitted on SCE's Site. No waterways, creeks, or rivers are to be proposed on SCE's Site.
7. Subsequent to SCE's reviews and approval of the preliminary site plans, SCE shall provide the Agreement to the City of Santa Fe Springs. The Agreement term would be structured based upon state funding requirements, with a maximum term of twenty five (25) years.
  8. Subsequent to the City of Santa Fe Springs securing all required land entitlements, as referenced in Article 4.2 of the Agreement, SCE will prepare and file an application with the

CPUC to secure approval to lease the Site to the City of Santa Fe Springs pursuant to Article 1.2 of the Agreement

9. Subsequent to the acceptance of the CPUC order by SCE and the City of Santa Fe Springs, pursuant to Article 1.2 of the Agreement, the City of Santa Fe Springs will submit final construction plans for SCE's review and approval, in accordance with Article 5 of the Agreement.

All correspondence shall be submitted to:

Southern California Edison  
Real Properties  
2131 Walnut Grove Avenue, 2<sup>nd</sup> Floor  
Rosemead, CA 91770

Attention: Betty Perez

EXHIBIT "B-3"

Application to Use SCE Site & RMC Approval Verification of Funding (Proposition 40, 50, 84 and other such applicable funding sources)

Name of Requestor:  
City of Santa Fe Springs

Point of Contact on Project:  
Paul Ashworth, Director of Planning and Development, 562-868-0511

Funded by: Bond Act of 2006 Is it under Proposition 40, 50, 84 and other such applicable funding sources? Yes

Project Name:  
Santa Fe Springs Nature Park

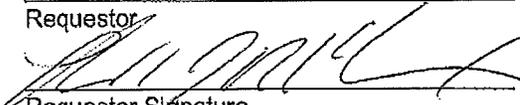
Location of the Site:  
North of Telegraph Road, between the San Gabriel River and the 605 freeway

In order for SCE to process this request, Requestor must obtain approval from San Gabriel Rivers and Mountains Conservancy to ensure that this project falls within Proposition 40, 50 and other such applicable funding source programs.

Submitted By:  
Thaddeus J. McCormack

Approved By:

Requestor Rivers & Mountains Conservancy

  
Requestor Signature RMC Title

City Manager

Requestor Title

Date

August 11, 2011

Date

Please use the attached Constraints Guidelines and Process & Plan Checklist in the development of your proposed project. Your project must comply with the all SCE requirements.

SCE will provide requestor an estimated processing fee amount. In order to process this request, requestor understands that a check for payment of the processing fee must be made payable to Southern California Edison Company (SCE) prior to SCE reviewing plans.

The processing fee is based upon the scope and complexity of the proposed project the number of reviews required.

## EXHIBIT "C"

### EMF Information Understanding EMF: Electric Magnetic Fields

Reaching over to turn off the electric clock, relaxing in front of the television or making breakfast- electric and magnetic fields, or EMF, are present throughout our environment.

Electric and magnetic fields are a natural consequence of our use of electricity. Whenever an electric charge or current is present- either natural or manmade-fields of electric and magnetic force occur. The earth itself has an intense magnetic field. Think about the natural relationship between the earth and a compass. What causes the compass needle to point north is the earth's magnetic field. Electric charges, currents and fields are naturally found in all living organisms-including humans.

Manmade fields surround any wire that is carrying electricity, including household wiring, electrical appliances, and transmission lines. These are called power frequency electric and magnetic fields because they are created from manmade electricity. The electric current from manmade fields is much weaker than the electric current that naturally flows through our body too weak to be felt.

In the past few years, there has been an increasing amount of public attention focused on the subject of power frequency electric and magnetic fields, even though the subject has been under the scrutiny of researchers since the early 1970s. However, while progress has been made and we've learned a lot, more research is necessary to determine whether these fields are a health hazard. The needed research is being done by the California Department of Health Services and leading state and national research institutions.

ELECTRIC FIELDS. Electric pressure on a wire, or voltage, produces an electrical field around the wire carrying the electricity. By plugging an ordinary lamp into an electrical outlet, voltage enters the lamp cord and creates an electrical field. The higher the voltage the stronger the electrical field. The strength of these fields is measured by the unit of volts per meter (V/M).

MAGNETIC FIELDS. A magnetic field is the force produced by current, or the flow, of electricity through a wire. For example, when you switch a lamp on, current flows through the cord and this movement of electricity creates a magnetic field. There is no magnetic field when the lamp is turned off. The strength of magnetic fields is measured in gauss. Since a gauss is such a large unit of measure, you will see magnetic fields reported in units or milliGauss (mG) (1 gauss = 1000 milliGauss).

HOW STRONG ARE THEY? The strength of both electric and magnetic fields diminishes quickly as you move away from the electrical object, just like the heat and light from a candle falls off with distance. In addition to distance, trees, buildings and most other objects shield the electric field, but have no effect on the magnetic field.

As a rule, household appliances and wiring create magnetic fields higher than or equal to those typically found near power lines. In any situation, exposure to electric and magnetic fields may depend on the source, the distance from you to the source, and the time spent near the source.

ARE THEY HARMFUL? Most scientists agree that health effects from EMF have not been established. Dozens of studies have been completed since the 1970s and new research will continue until scientists agree on whether or not a health hazard exists. However, current scientific data about electric and magnetic fields is inconsistent. Some studies report a relationship between residential and occupational exposure to EMF and an elevated risk of various cancers while other studies, equally well done, do not find this relationship.

Coverage by local newspapers, magazines and major television networks have generated stories on the possible health risk from exposure to EMF from electric power lines and electrical appliances. Some of the media coverage referred to research studies that reported an increase in cancer, especially childhood cancer, for people living near power lines.

You may want to measure the level of electric or magnetic fields in your home. However, we do not know how to interpret the readings to determine any potential health impacts. There is no safe or unsafe level of electric or magnetic fields established and agreed upon by health scientists. Because of this, measurements in your home cannot be compared to any kind of benchmark level to determine a degree of safety. At a customer's request, Edison will provide magnetic field readings.

WHAT IS EDISON DOING? At Edison, we understand the public's concern about EMF at home, at work and around power lines. First and foremost is our commitment to providing reasonably-priced electricity to our customers in a safe, reliable and environmentally sound manner. That's why Edison is pursuing an integrated research approach that:

- Provides Funding for Research Studies - Edison has joined with other agencies to provide funding to leading universities for research and direct funding to outside laboratories.
- Participates in Joint Studies - Edison is currently participating with the California Public Utilities Commission and the California Department of Health Services to determine a range of options to reduce EMF from electric utility facilities.
- Conducts Research Within Edison - We are reviewing the designs of our transmission lines, substations and other facilities should a health hazard be found. We are also trying to determine the effect EMF has on our electrical workers.
- Keeps Current on All Literature and Research Studies - We continually monitor current studies on the issue and participate in national and international seminars to review the results of ongoing research.

OUR COMMITMENT. If future research shows that electric and magnetic fields associated with electricity are a health hazard, we will take every reasonable action necessary to protect our customers and employees.

To date, the scientific literature is not convincing enough to justify expensive measures to reduce electric or magnetic fields. In the meantime, there are questions that need to be

answered and we will continue to search for those answers. We are conducting research to develop and evaluate engineering steps for reducing fields from electric facilities.

Since more research is needed to resolve this controversy, we will continue to support studies, and encourage outside agencies and governmental bodies to do the same.

Edison will continue to provide the most up-to-date information and services available to customers, employees, legislators, local governments and public interest groups about EMF.

MAGNETIC FIELDS AT HOME.

(Measurements are in milliGauss)

1.2	12	39	1.2	12	39
----- Microwave Oven -----			----- Clothes Washer -----		
750	40	1	8	2	0.1
to	to	to	to	to	to
2,000	80	8	8	2	0.1
----- Electric Range -----			----- Fluorescent Lamp -----		
60	4	0.1	400	5	0.1
to	to	to	to	to	to
2,000	40	1	4,000	20	3
----- Hair Dryer -----			----- Television -----		
60	4	0.1	25	0.4	0.1
to	to	to	to	to	to
20,000	70	3	500	20	2
1.2	12	39	1.2	12	39

MAGNETIC FIELDS OUTSIDE.

Distribution Lines  
1 to 80 mG  
Under the Line

Transmission Lines  
5 to 300 mG  
Under the Line

More detailed information about EMF is contained in a brochure called "Questions & Answers about EMF." To receive a free copy and to find out about other free services Edison provides, including EMF testing and workshops, contact the EMF Education Center at (800) 200-4SCE.

EDISON'S POLICY ON ELECTRIC AND MAGNETIC FIELDS. After many years of research, scientists have not found that exposure to power-frequency electric and magnetic fields (EMF) causes disease in humans. Research on this topic is continuing.

We are aware that some members of the public are concerned about the potential health effects of power-frequency electric and magnetic fields. We recognize and take seriously our responsibilities to help resolve these concerns. Realizing that we need to better understand

electric and magnetic fields and respond to the current uncertainty, we believe Edison's responsibilities are to:

- Provide balanced, accurate information to our employees, customers, and public agencies, including providing EMF measurements and consultation to our customers upon request.
- Support existing research programs at the California Department of Health Services and National Institute of Environmental Health Sciences to resolve the key scientific questions about EMF.
- Conduct research to develop and evaluate no- and low-cost designs for reducing fields from electric utility facilities.
- Take appropriate no- and low-cost steps to minimize field exposures from new facilities and continue to consult and advise our customers with respect to existing facilities.
- Research and evaluate occupational health implications and provide employees who work near energized equipment with timely, accurate information about field exposure in their work environment.
- Assist the California Department of Health Services, the California Public Utilities Commission, and other appropriate local, state, and federal governmental bodies to provide reasonable, uniform regulatory guidance.



# *City of Santa Fe Springs*

City Council Meeting

December 20, 2010

## **PRESENTATION**

Presentation to Gilbert Mercado upon his Retirement

## **RECOMMENDATION**

The Mayor may wish to call upon Don Jensen to assist with this presentation.

## **BACKGROUND**

Gilbert Mercado recently retired from service to the City of Santa Fe Springs. Gilbert has been invited, together with his family, to tonight's Council meeting to be recognized for his over 30 years of service to our community. Gil served as a Maintenance Worker in the Public Works Department.

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

Thaddeus McCormack  
City Manager



**APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS**

Below is a list of current vacancies:

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

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

Thaddeus McCormack  
City Manager

- Attachments:  
 Committee Lists  
 Prospective Member List

# BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(13)
	Vacant	(13)
<b>Moore</b>	Juliet Ray	(12)
	Paula Minnehan	(12)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Ruth Gray	(13)
<b>Rounds</b>	Sadie Calderon	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
<b>Serrano</b>	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
<b>Trujillo</b>	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

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

# COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
<b>Moore</b>	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
<b>Rounds</b>	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
<b>Serrano</b>	Ruth Gray	(12)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(12)
	Vacant	(13)
<b>Trujillo</b>	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)

\*Asterisk indicates person currently serves on three committees

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

Membership: 15 Residents Appointed by City Council  
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Mercedes Diaz	(12)
	Josephine Santa-Anna	(12)
	Angelica Miranda	(13)
<b>Moore</b>	Arcelia Miranda	(12)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
<b>Rounds</b>	Annette Rodriguez	(12)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
<b>Serrano</b>	Lydia Gonzales	(12)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
<b>Trujillo</b>	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe  
Evelyn Castro-Guillen  
Elvia Torres  
(SPIRRIT Family Services)

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

# HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Library Community Room

Membership:      9 Voting Members  
                         6 Non-Voting Members

## APPOINTED BY

## NAME

**Gonzalez**

Laurie Rios\*

**Moore**

May Sharp

**Rounds**

A.J. Hayes

**Serrano**

Paula Minnehan

**Trujillo**

Amparo Oblea

### Committee Representatives

Beautification Committee

Historical Committee

Planning Commission

Chamber of Commerce

Marlene Vernava

Larry Oblea

Frank Ybarra

Tom Summerfield

### Council/Staff Representatives

Council

City Manager

Director of Library & Cultural Services

Director of Planning & Development

Richard Moore

Thaddeus McCormack

Hilary Keith

Paul Ashworth

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

# HISTORICAL COMMITTEE

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Ed Duran	(12)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan	(13)
<b>Moore</b>	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Amparo Oblea	(13)
	Francine Rippy	(13)
<b>Rounds</b>	Vacant	(12)
	Vacant	(12)
	Mark Scoggins*	(13)
	Janice Smith	(13)
<b>Serrano</b>	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(13)
	Larry Oblea	(13)
<b>Trujillo</b>	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(13)
	Vacant	(13)

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

## PARKS & RECREATION ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Jennie Carlos	(12)
	Frank Leader	(12)
	Vacant	(13)
	Raul Miranda, Jr.	(12)
	Vacant	(13)
<b>Moore</b>	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(13)
	David Gonzalez	(13)
	Daniel Baca	(13)
<b>Rounds</b>	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
<b>Serrano</b>	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(13)
	Fred Earl	(13)
<b>Trujillo</b>	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

\*Asterisk indicates person currently serves on three committees

# PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2011
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

# PLANNING COMMISSION

Meets the second and fourth Mondays of every Month at 4:30 p.m.,  
Council Chambers

Membership: 5

<b>APPOINTED BY</b>	<b>NAME</b>
<b>Gonzalez</b>	Laurie Rios
<b>Moore</b>	Manny Zevallos
<b>Rounds</b>	Susan Johnston
<b>Serrano</b>	Michael Madrigal
<b>Trujillo</b>	Frank Ybarra

## SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
<b>Moore</b>	Yoshi Komaki	(12)
	Yoko Nakamura	(12)
	Paul Nakamura	(12)
	Vacant	(13)
	Pete Vallejo	(13)
<b>Rounds</b>	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
<b>Serrano</b>	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
<b>Trujillo</b>	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

\*Asterisk indicates person currently serves on three committees

## SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(13)
	Vacant	(12)
	Vacant	(13)
<b>Moore</b>	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
<b>Rounds</b>	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(13)
	Vacant	(13)
<b>Serrano</b>	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(13)
	Doris Yarwood	(13)
	Vacant	(13)
<b>Trujillo</b>	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

\*Asterisk indicates person currently serves on three committees.

# TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

## APPOINTED BY

## NAME

---

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rounds

Ted Radoumis

Serrano

Sally Gaitan

Trujillo

Greg Berg

# YOUTH LEADERSHIP COMMITTEE

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

Membership: 20

<b>APPOINTED BY</b>	<b>NAME</b>	<b>TERM EXPIRATION YR.</b>
<b>Gonzalez</b>	Dominique Walker	()
	Victoria Molina	()
	Vacant	()
	Marilyn Llanos	(12)
<b>Moore</b>	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
<b>Rounds</b>	Drew Bobadilla	(13)
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
<b>Serrano</b>	Vacant	()
	Julio Correa	(12)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
<b>Trujillo</b>	Maxine Berg	()
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)

# Prospective Members for Various Committees/Commissions

## Beautification

## Community Program

## Family & Human Services

Miguel Estevez  
Raul Miranda, Jr.  
A.J. Hayes

## Heritage Arts

## Historical

## Personnel Advisory Board

## Parks & Recreation

## Planning Commission

## Senior Citizens Advisory

## Sister City

## Traffic Commission

## Youth Leadership

Yardley Castellanos  
Cristian Garcia  
Irie Garcia  
Yesenia Maciel  
Victoria Ramirez  
Felipe Rangel