

AGENDA

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

MAY 9, 2013
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

NEW BUSINESS

3. Loan Agreement Between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs

Recommendation: That the Successor Agency approve the loan agreement between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

CITY COUNCIL

4. **CITY MANAGER REPORT**

5. **CONSENT AGENDA**

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

Approval of Minutes

- A. Minutes of the April 25, 2013 Regular City Council Meeting

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

Conference and Meeting Report

- B. Mayor Moore's Attendance at the 2013 Legislative Action Day

6. **PUBLIC HEARING**

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

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

NEW BUSINESS

7. Loan Agreement Between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs

Recommendation: That the City Council approve the loan agreement between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

8. Resolution No. 9410 - Request for Parking Restriction on Slauson Avenue West of Dice Road

Recommendation: That the City Council adopt Resolution No. 9410 prohibiting parking on the south side of Slauson Avenue from Dice Road to a point 420 feet west of Dice Road.

9. Clarke Estate Enhancement Project: Storage Shed Improvements (10211 Pioneer Boulevard) - Final Payment

Recommendation: That the City Council approve the Final Progress Payment (less 5% Retention) to Corral Construction & Development Inc., of Commerce, California, in the amount of \$20,947.50 for the subject project.

10. Valley View Avenue Grade Separation Project - Reimbursement of Property Acquisition Costs Incurred by the City of La Mirada

Recommendation: That the City Council authorize the Director of Finance and Administrative Services to reimburse the City of La Mirada in the amount of \$1,590,220 for right-of-way acquired from APN 8069-009-021 to construct the Valley View Avenue Grade Separation Project.

11. Authorization to Execute an Agreement with the City of La Mirada to Provide Aquatic Program Services

Recommendation: That the City Council: 1). Authorize the Mayor to execute an Agreement with the City of La Mirada to provide Aquatic Program Services; and 2). Authorize the Director of Public Works to advertise for bids to remove the Aquatics Center spa and related equipment.

Please note: *Item Nos. 12 - 24 will commence in the 7:00 p.m. hour.*

12. **INVOCATION**

13. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

14. Representatives from the Youth Leadership Committee

15. Representatives from the Chamber of Commerce

16. **ANNOUNCEMENTS**

PRESENTATIONS

17. Introduction of the 2013 Memorial Scholarship Program Recipients

18. Every 15 Minutes Program

19. Proclaiming the Week of May 13-17, 2013, as "Week of the Young Child" in Santa Fe Springs

20. Proclaiming May 19-25, 2013 as National Public Works Week

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

21. Committee Appointments

22. **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.

23. **EXECUTIVE TEAM REPORTS**

24. **ADJOURNMENT**

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

Anita Jimenez, CMC

Deputy City Clerk

May 3, 2013

Date



NEW BUSINESS

Loan Agreement Between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs

RECOMMENDATION

That the Successor Agency approve the loan agreement between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

BACKGROUND

For the past year, the City of Santa Fe Springs has been actively engaged in the dissolution process of the City's former redevelopment agency (known as the Community Development Commission - CDC). During this time, the City has complied with multiple audit, reporting, and payment requirements. Despite a less than desirable environment lacking clear guidelines and presenting unrealistic deadlines, Staff has worked closely with the State's Department of Finance (DOF) and Los Angeles County representatives to decipher what is required of the City and Successor Agency. Over the last year, differences regarding a number of issues have been successfully worked out between Staff and DOF personnel. Unfortunately, most recently, the Due Diligence Review (DDR) of the Successor Agency's Other Funds and Accounts (essentially all non-housing redevelopment funds) resulted in a difference of opinion that cannot be resolved or further addressed through administrative procedures.

LEGAL ACTION

In its recent review of the DDR, the DOF has invalidated a 2011 transaction in which the former CDC repaid to the City approximately \$9.3 million in funds advanced to the CDC in 2010. Staff strongly believes that this decision is incorrect and unlawful, leaving the City with no choice but to commence litigation to avoid the loss of such funds. As the Successor Agency does not have these funds available, it results in the City's General Fund bearing the burden of such a demand. The only recourse available is to take legal action.

At a recent meeting, the Successor Agency engaged the law firm of Colantuono & Levin as its legal counsel for this litigation matter. In doing so, however, the Successor Agency does not have funds available to pay extraordinary expenses such as litigation. Therefore, it seeks a loan from the City for these purposes. State law provides authority for City loans to Successor Agencies as long as they are approved by the local Oversight Board and listed on future Recognized Obligation Payment Schedules (ROPS) submitted to the DOF every six months.



City of Santa Fe Springs

Successor Agency Meeting

May 9, 2013

Staff is currently preparing the necessary documents for approval by the Oversight Board at its upcoming meeting on June 12, 2013.

CITY – SUCCESSOR AGENCY LOAN

The loan agreement (see attached) between the City and Successor Agency provides for the City to make available funds necessary to pay all litigation expenses. In turn, the Successor Agency agrees to list the loan on future ROPS with repayment aligned with other enforceable obligations. The City funds will be specifically provided from the General Fund and only used to pay litigation expenses. If this agreement is approved by the Oversight Board at the June 12, 2013 meeting, it will be effective after this date.

Thaddeus McCormack
City Manager

Attachments:

City / Successor Agency Loan Agreement
DOF Letter – dated April 8, 2013
Colantuono & Levin Retainer Agreement





April 8, 2013

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

Dear Mr. Hickey:

Subject: Other Funds and Accounts Due Diligence Review

This letter supersedes the California Department of Finance's (Finance) original Other Funds and Accounts (OFA) Due Diligence Review (DDR) determination letter dated March 11, 2013. Pursuant to Health and Safety Code (HSC) section 34179.6 (c), the City of Santa Fe Springs Successor Agency (Agency) submitted an oversight board approved OFA DDR to Finance on January 10, 2013. The purpose of the review was to determine the amount of cash and cash equivalents available for distribution to the affected taxing entities. Finance issued an OFA DDR determination letter on March 11, 2013. Subsequently, the Agency requested a Meet and Confer session on one or more items adjusted by Finance. The Meet and Confer session was held on March 25, 2013.

Based on a review of additional information and documentation provided to Finance during the Meet and Confer process, Finance has completed its review of those specific items being disputed. Specifically, the following adjustments were made:

- Cash transfers to the City of Santa Fe Springs (City) in the amount of \$18,704,841 were disallowed. The former redevelopment agency (RDA) transferred cash totaling \$18,704,841 to the City on March 10, 2011 and January 31, 2012 for principal and interest payments on operating loans executed through promissory notes dated September 23, 2010 and August 25, 2011, respectively.

For the September 2010 loan principal and interest repayment totaling \$9,337,498, HSC section 34179.5 states "enforceable obligation" includes any of the items listed in subdivision (d) of section 34171. HSC section 34171 (d) (2) states "enforceable obligation" does not include any agreements, contracts, or arrangements between the city that created the RDA and the former RDA. It is our understanding the RDA was created in 1961 and the loan was made in 2010, which is well after the first two years of creation. Therefore, the transfer was not made pursuant to an enforceable obligation and is not permitted. Consequently, Finance is increasing the available OFA balance by \$9,337,498.

The repayment of the loan may become an enforceable obligation after the Agency receives a Finding of Completion from Finance. If the oversight board makes a finding that the loan was for legitimate redevelopment purposes, the loan should be placed on

future Recognized Obligation Payment Schedules for repayment. Refer to HSC section 34191.4 (b) for more guidance.

For the August 2011 loan principal and interest repayment totaling \$9,367,343, the former RDA no longer had the authority to incur additional debt and the original loan of \$8,902,000 should not have occurred. As such, the \$8,902,000 is an allowable transfer to return the funds back to the City; however, no interest should have accrued; therefore, Finance is increasing the available balance by \$465,343.

The Agency's OFA balance available for distribution to the affected taxing entities is \$15,078,896 (see table below).

OFA Balances Available For Distribution To Taxing Entities	
Available Balance per DDR:	\$ 5,276,055
Finance Adjustments	
Add:	
Disallowed transfers:	\$ 9,802,841
Total OFA available to be distributed:	\$ 15,078,896

This is Finance's final determination of the OFA balances available for distribution to the taxing entities. HSC section 34179.6 (f) requires successor agencies to transmit to the county auditor-controller the amount of funds identified in the above table within five working days, plus any interest those sums accumulated while in the possession of the recipient. Upon submission of payment, it is requested you provide proof of payment to Finance within five business days.

If funds identified for transmission are in the possession of the successor agency, and if the successor agency is operated by the city or county that created the former redevelopment agency, then failure to transmit the identified funds may result in offsets to the city's or the county's sales and use tax allocation, as well as its property tax allocation. If funds identified for transmission are in the possession of another taxing entity, the successor agency is required to take diligent efforts to recover such funds. A failure to recover and remit those funds may result in offsets to the other taxing entity's sales and use tax allocation or to its property tax allocation. If funds identified for transmission are in the possession of a private entity, HSC 34179.6 (h) (1) (B) states that any remittance related to unallowable transfers to a private party may also be subject to a 10 percent penalty if not remitted within 60 days.

Failure to transmit the identified funds will also prevent the Agency from being able to receive a finding of completion from Finance. Without a finding of completion, the Agency will be unable to take advantage of the provisions detailed in HSC section 34191.4. Specifically, these provisions allow certain loan agreements between the former redevelopment agency (RDA) and the city, county, or city and county that created the RDA to be considered enforceable obligations. These provisions also allow certain bond proceeds to be used for the purposes in which they were sold and allows for the transfer of real property and interests into the Community Redevelopment Property Trust Fund once Finance approves the Agency's long-range property management plan.

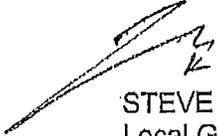
In addition to the consequences above, willful failure to return assets that were deemed an unallowable transfer or failure to remit the funds identified above could expose certain individuals to criminal penalties under existing law.

Mr. Hickey
April 8, 2013
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Pursuant to HSC sections 34167.5 and 34178.8, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority.

Please direct inquiries to Evelyn Suess, Supervisor, or Mary Halterman, Analyst, at (916) 445-1546.

Sincerely,



STEVE SZALAY
Local Government Consultant

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

Holly O. Whatley
HWhatley@CLLAW.US
(213) 542-5704

Colantuono & Levin, PC
300 S. Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Main: (213) 542-5700
FAX: (213) 542-5710
WWW.CLLAW.US
SANDRA J. LEVIN, OF COUNSEL

March 29, 2013

Steven Skolnik
City Attorney
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Re: Representation of Santa Fe Springs and Santa Fe Springs RDA
Successor Agency re Dispute with department of Finance Regarding
Clawback

Dear Steve:

As promised, I write to propose a form of letter retainer agreement by which our firm will advise the City of Santa Fe Springs and the Successor Agency to the Santa Fe Springs Redevelopment Agency ("you" or "the City") by filing suit to obtain judicial review of the State Department of Finance's rejection of the city's position in a meet and confer regarding a loan the Santa Fe Springs RDA repaid to the City. If we can assist with other matters, please let me know. Colantuono & Levin, PC ("the firm") and all of its professionals are very pleased to have the opportunity to assist the City in this way.

This letter sets forth the basis upon which we will provide you legal services and bill you for services and costs. If it is acceptable, please have it executed on behalf of the City and return it to me. If you have questions or concerns about this form of agreement, please call me at the direct-dial number listed above.

The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
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professional conflict of interest would arise. We propose to index the following names with respect to this matter:

Client-affiliated parties:

City of Santa Fe Springs
Santa Fe Springs RDA Successor Agency

Adverse parties:

Ana Matasantos, in her official capacity as California Director of Finance
California State Department of Finance
Wendy Watanabe, in her official capacity as Los Angeles County Auditor-Control
County of Los Angeles
Rio Hondo Community College District
Whittier Union High School District
Los Angeles County Flood Control District
Metropolitan Water District of Southern California

Please let me know if any of these names are incorrect or misspelled, or if there are other parties with an interest this issue that we should list such as, perhaps, any remaining tax agencies which benefit from the redistribution of tax increment that previously funded the Santa Fe Springs RDA. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

As we have discussed, the nature of the matter makes it impossible for us to guarantee the total fees that may be incurred on this matter, although we will make every effort to represent you as efficiently as possible. You will receive monthly statements informing you of the fees and costs incurred during the prior month.

I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please let me know. Naturally,

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
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we expect you to keep us reasonably informed of significant developments in matters relating to this representation.

We review all statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the professional performing the services and for 2013 range between \$175 and \$450 per hour for attorneys' time, and between \$100 and \$145 for the time of paralegals and legal assistants. However, as a professional courtesy to you, we will agree to cap our rates at \$350 per hour. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year, although we will not raise the \$350 rate cap without your consent.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long-distance telephone calls, mileage at the IRS rate, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our professional fees.

We will send you monthly statements, and expect payment within 30 days of the billing date. If payment is not received within 45 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of one percent per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules for legal fee disputes of the County Bar Association. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in the Cities of Los Angeles to be conducted by JAMS in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS**

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
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PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.

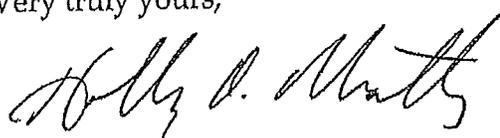
You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either case, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation we may subsequently agree to undertake on your behalf. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred prior thereto.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, have a copy of this letter executed on behalf of the City and returned to me by fax and in the enclosed envelope. If you have any questions, please feel free to call me at the direct-dial number above.

We look forward to representing you. Thank you for the opportunity to do so!

Very truly yours,



Holly O. Whatley

HOW:mr

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
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Enclosures (duplicate original and return envelope)

On behalf of the City of Santa Fe Springs and the Successor Agency to the Santa Fe Springs Redevelopment Agency, I hereby agree to retain Colantuono & Levin, PC to provide legal services on the terms described above.

By: _____

Printed Name:

Title:

**LOAN AGREEMENT BETWEEN THE CITY OF SANTA FE
SPRINGS AND THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT
AGENCY OF THE CITY OF SANTA FE SPRINGS**

This Agreement is made and entered into as of May 9, 2013, by and between the City of Santa Fe Springs (the "City"), a municipal corporation, and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency"), a public entity.

Recitals

A. In its review of the Due Diligence Review of the Successor Agency's Other Funds and Accounts, the State of California Department of Finance (the "DOF") has invalidated a 2011 transaction in which the former Commission/Redevelopment Agency returned to the City approximately \$9.8 million in funds that the City had advanced to the Commission/Agency in late 2010. Such decision was memorialized in a letter dated April 8, 2013, a copy of which is attached hereto as Exhibit "A".

B. The DOF will seek to recover those funds from the Successor Agency and/or the City, which would have drastic consequences.

C. The Successor Agency, having exhausted its administrative remedies and believing strongly that the decision of the DOF is incorrect and unlawful, has no choice but to commence litigation to avoid the loss of such funds. Accordingly, the Successor Agency has engaged the firm of Colantuono & Levin as its legal counsel for such litigation, in an agreement attached hereto as Exhibit "B".

D. The Successor Agency does not have any funds with which to pay the extraordinary expenses of such litigation, and, accordingly, seeks a loan from the City for such purposes.

E. H&SC Section 34173(h) authorizes the City to loan funds to the Successor Agency for such purposes, at the City's discretion, and provides that such loan must be listed on the ROPS, which is subject to approval by the Oversight Board. H&SC Sections 34178 and 34180 also authorize the City and the Successor Agency to enter into certain types of contracts.

F. Relying on the aforesaid authority, the City is prepared to make a temporary loan (the "Loan") to the Successor Agency in the full amount necessary to pay the expenses of the litigation described above. The City shall advance funds to the Successor Agency periodically in order to pay the expenses of such litigation as such expenses are due.

G. The Successor Agency shall list the repayment of the Loan as an enforceable obligation on future ROPS.

Based on the Recitals set forth above and in consideration of the mutual covenants set forth below, the parties agree as follows:

1. The parties represent and warrant to each other that each of the Recitals set forth above is true and correct.

2. Subject to the approval of the Oversight Board as set forth below, the City shall use City general funds to provide the Successor Agency with the Loan as litigation expenses become due.

3. The Successor Agency shall use the proceeds of the Loan only to pay the expenses of such litigation.

4. This Agreement shall not be deemed effective, and the City shall not make the Loan, until this Agreement has been approved by the Oversight Board, pursuant to H&SC Section 34179(h) and 34180.

5. Except as provided in Section 6, below, the Loan shall be repaid on par with any enforceable obligations falling within H&SC Section 34183(a)(2)(C) (debts not qualifying as tax allocation bonds and certain revenue bonds).

6. The City hereby agrees to defer repayment of the Loan during any six-month period covered by a ROPS to the extent that repayment during that period would leave the Successor Agency with insufficient funds to satisfy other enforceable obligations covered by H&SC Section 34183(a)(2)(C) which: (a) Are due in that six-month period; and (b) were in existence as of the date of this Agreement.

7. Provided that this Agreement is approved by the Oversight Board, the Successor Agency shall list its obligation under this Agreement as an enforceable obligation on ROPS IV. Such enforceable obligation shall be included on each successive ROPS until the Loan has been repaid to the City in full.

8. This Agreement shall be in full force and effect upon its approval by the Oversight Board, and shall remain in full force and effect until the Loan has been repaid to the City in full.

9. This Agreement constitutes the entire agreement by and between the parties with respect to the subject matter hereof, and may be amended only in writing.

10. In the event of a default, either party may avail itself of any and all remedies available at law or equity under California law for the purpose of enforcing the terms and conditions of this Agreement.

Intending to be legally bound, the parties' authorized representatives have executed this Agreement, below, as of May 9, 2013.

City of Santa Fe Springs

Mayor

Attest:

Deputy City Clerk

Approved as to form:

City Attorney

Successor Agency

Chairman

Attest:

Clerk

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

APRIL 25, 2013

1. CALL TO ORDER

Mayor Moore called the meetings to order at 6:03 p.m.

2. ROLL CALL

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

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

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

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

CITY COUNCIL

3. CITY MANAGER REPORT

The City Manager reported that the City's pending lawsuit against the State regarding \$9 million of Redevelopment money should be filed next Friday. There are many similar suits being filed by other cities in the same court. It is anticipated that the case will be heard in November or December.

The Mayor and City Manager attended the 2013 Legislative Action Day in Sacramento where they met with the Legislature concerning local issues, including the Department of Toxic Substance Control (DTSC). Assembly Member Calderon was very interested in the City's issues and plans to call for an audit of the DTSC.

UNFINISHED BUSINESS

4. I-5 Pre-Construction Mitigation Phase II - Telegraph Rd, Orr & Day Rd, Pioneer Blvd, and Florence Ave "Resurfacing & Reconstruction" – Authorization to Advertise

Recommendation: That the City Council: 1). Authorize the I-5 Pre-Construction Mitigation Phase II Project to be included in the Capital Improvement Program; 2). Approve the Plans and Specifications; and, 3). Authorize the City Engineer to advertise for construction bids.

Councilmember González moved the approval of Item 4; Councilmember Rounds seconded the motion which passed unanimously.

NEW BUSINESS

5. Updated Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services

Recommendation: That the City Council: 1). Approve the Updated Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services; and 2). Authorize the City Manager to execute the Agreement on behalf of the City.

Councilmember Rios moved the approval of Item 5; Mayor Pro Tem Trujillo seconded the motion. Councilmember Rounds asked if the rate the City is charging will cover its costs. Mr. Negrete stated that the rate would cover the cost preventative maintenance. The current rate is \$64.50 per intersection. The rate remains the same as the previous year but, the new contract formalizes the scope of work. The City Manager stated that most of the money the City earns comes from extraordinary services. Mr. Negrete stated that the City is reviewing the rates the City charges to all contracted cities to assess if more cities could be added. Mayor Moore asked what is included in regular maintenance. Mr. Negrete stated that it includes testing equipment such as bulbs, buttons, etc. to see if they are in good condition. Mayor Moore asked if the City charges the same rate to all the cities. Mr. Negrete stated that the City of Irwindale is charged a different rate. Councilmember González agreed with the other Council in their desire to make sure that the City is not losing any money on these contracts. The motion passed unanimously.

6. Entertainment Conditional Use Permit Case No. 11-2

Compliance review of Entertainment Conditional Use Permit Case No. 11-2 to allow the continued operation and maintenance of an entertainment use involving live performances and dancing activities at the Santa Fe Springs Drive-In and Swap Meet located in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone, at 13963 Alondra Boulevard. (Newport Diversified, Inc. for Santa Fe Springs Swap Meet)

Recommendation: That the City Council find that the subject use is in compliance with all the conditions of approval and approve the continued operation and maintenance of Entertainment Conditional Use Permit Case No. 11-2 subject to the conditions of approval contained within this report. The City Council shall note that this matter may be brought back to the Commission at any time should the Applicant violate any of the conditions of approval or any of the City Codes, or should there be a need to modify, add or remove a condition of approval.

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

Mayor Moore asked if the City receives sales tax from the Swap Meet. Rick Landis, owner of the SFS Swap Meet, stated that any vendor that sells new merchandise and any vendor that sells more than one time must have a SFS Business license ensuring that the City receives

their portion of sales tax. The City Manager added that the City is able to track the quarterly sales tax from the Swap Meet. The motion passed unanimously.

7. Alcohol Sales Conditional Use Permit Case No. 11A-2

Compliance review of Alcohol Sales Conditional Use Permit Case No. 11A-2 to allow the continued on-site sale and consumption of alcoholic beverages at the Santa Fe Springs Drive-In and Swap Meet located in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone, at 13963 Alondra Blvd. (Newport Diversified, Inc. for Santa Fe Springs Swap Meet)

Recommendation: That the City Council find that the subject use is in compliance with all of the conditions of approval and approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 11A-2 subject to the conditions of approval contained within this report. City Council shall note that this matter may be brought back at any time should the applicant violate any condition of approval or any City Code, or should there be a need to modify, add, or remove a condition of approval.

Mayor Pro Tem Trujillo moved the approval of Item 7; Councilmember Rios seconded the motion which passed unanimously.

The City Manager thanked Mr. Landis for his patience during this process and acknowledged Dino Torres for working to solve the issues involved. Mr. Landis thanked the City for a positive outcome.

CLOSED SESSION

8. Conference with Legal Counsel – Existing Litigation

Subdivision (d)(1) of Section 54956.9

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

Case No. BC425701

9. Conference with Legal Counsel--Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (d)(2) of Section 54956.9

One potential case

Mayor Moore recessed the meetings for the Closed Session at 6:14 p.m.

Mayor Moore reconvened the meetings at 7:05 p.m. There was no report from the Closed Session.

10. **INVOCATION**

Councilmember Rios gave the Invocation.

11. **PLEDGE OF ALLEGIANCE**

The Pledge was led by the Youth Leadership Committee.

INTRODUCTIONS

12. Representatives from the Youth Leadership Committee

Members of the Youth Leadership Committee introduced themselves.

13. Representatives from the Chamber of Commerce
The Mayor introduced Randall Courtney of DD Werks, Inc.

14. **ANNOUNCEMENTS**

Chamber of Commerce Youth Enrichment Fund Essay and Poster Contest Winners

The Mayor called on Jeanie McHatton, Chairperson of the Youth Enrichment Fund, and Randall Courtney to introduce the contest winners.

The Mayor called on Maricela Balderas for Community Announcements.

PRESENTATIONS

15. Proclaiming April 26, 2013 as "National Arbor Day"

Noe Negrete asked Maintenance Worker Erik Borunda to accept the proclamation. Mr. Negrete announced that Santa Fe Springs Christian School would host the next tree planting ceremony on May 29. He added that Caltrans has committed to plant 2,500 trees in the area to offset the construction of the I-5 widening project.

16. Proclaiming the Month of May as "Mental Health Awareness Month" in Santa Fe Springs

Family & Human Services Supervisor Ed Ramirez introduced the Chair of the Family & Humans Services Advisory Committee, Janie Aguirre, who accepted the proclamation.

17. Proclaiming the Month of May as "Older Americans Month" in Santa Fe Springs

Family & Human Services Supervisor Ed Ramirez introduced the Chair of the Senior Citizens Advisory committee, Gloria Duran, who accepted the proclamation.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

18. Appointment of Liaison to Chamber of Commerce Youth Enrichment Fund Board

Mayor Moore appointed Councilmember Rios as the Liaison to the Youth Enrichment Fund Board.

19. Committee Appointments
None.

20. **ORAL COMMUNICATIONS**

Mayor Moore opened Oral Communications at 7:36 p.m.

Tsunami Fischman, Lake Center Middle School student and SFS resident, asked the Council for support of his Eagle Scout project in the amount of \$300. The project will be a hummingbird and butterfly habitat at Heritage Park. The City Manager will contact Mr. Fischman regarding this request.

Councilmember Rounds requested that the City document project and come back with a report.

Steve Salazar, Santa Fe Springs, thanked Mayor Pro Tem Trujillo and Noe Negrete for the assistance they provided to him regarding the I-5 Widening Project. Mayor Pro Tem Trujillo stated that results like these make being a Councilmember very enjoyable.

The Mayor also thanked Dino Torres for his responses to residents' concerns.

Tammy Hill, teacher at SFS Christian, reported that the school held a jog-a-thon which raised enough money to install a gate and entry system to secure the school grounds.

Mayor Moore closed Oral Communications at 7:50 p.m.

21. EXECUTIVE TEAM REPORTS

Noe Negrete gave a report on the Town Center power outage remediation and commended the Public Works staff for completing all the work in-house.

Chief Crook announced the re-opening of Fire Station 2 on May 8.

Mayor Pro Tem Trujillo thanked staff for the successful Children's Day event at Heritage Park.

Councilmember González requested that staff draft a letter to the DTSC regarding its permitting process and send copies to local legislators.

22. ADJOURNMENT

At 8:00 p.m., Mayor Moore adjourned the meetings in memory of the victims of the Boston Marathon bombings and the industrial accident in West, Texas.

Richard J. Moore, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date



City of Santa Fe Springs

City Council Meeting

May 9, 2013

CONFERENCE AND MEETING REPORT

Mayor Moore's Attendance at the 2013 Legislative Action Day

RECOMMENDATION

That the City Council receive and file the report.

Mayor Moore attended the 2013 Legislative Action Day in Sacramento, CA, April 24, 2013. The conference allows local officials the opportunity to network and address local priority issues to the Legislature.

A handwritten signature in black ink that reads "Richard J. Moore".

Richard J. Moore
Mayor



PUBLIC HEARING

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

RECOMMENDATION

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

BACKGROUND

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

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

- a portion of the cost for a Traffic Officer (for FY 2012/2013, the cost of the Traffic Officer assigned to the City is \$166,000; \$95,000 would be paid with COPS funds and the remaining balance covered by the City (General Fund)); and,
- a portion of the funding for Detective Support (\$5,000).

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

FISCAL IMPACT

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

INFRASTRUCTURE IMPACT

There is no infrastructure Impact Statement as a result of this action.

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

Thaddeus McCormack
City Manager



NEW BUSINESS

Loan Agreement Between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs

RECOMMENDATION

That the City Council approve the loan agreement between the City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

BACKGROUND

For the past year, the City of Santa Fe Springs has been actively engaged in the dissolution process of the City's former redevelopment agency (known as the Community Development Commission - CDC). During this time, the City has complied with multiple audit, reporting, and payment requirements. Despite a less than desirable environment lacking clear guidelines and presenting unrealistic deadlines, Staff has worked closely with the State's Department of Finance (DOF) and Los Angeles County representatives to decipher what is required of the City and Successor Agency. Over the last year, differences regarding a number of issues have been successfully worked out between Staff and DOF personnel. Unfortunately, most recently, the Due Diligence Review (DDR) of the Successor Agency's Other Funds and Accounts (essentially all non-housing redevelopment funds) resulted in a difference of opinion that cannot be resolved or further addressed through administrative procedures.

LEGAL ACTION

In its recent review of the DDR, the DOF has invalidated a 2011 transaction in which the former CDC repaid to the City approximately \$9.3 million in funds advanced to the CDC in 2010. Staff strongly believes that this decision is incorrect and unlawful, leaving the City with no choice but to commence litigation to avoid the loss of such funds. As the Successor Agency does not have these funds available, it results in the City's General Fund bearing the burden of such a demand. The only recourse available is to take legal action.

At a recent meeting, the Successor Agency engaged the law firm of Colantuono & Levin as its legal counsel for this litigation matter. In doing so, however, the Successor Agency does not have funds available to pay extraordinary expenses such as litigation. Therefore, it seeks a loan from the City for these purposes. State law provides authority for City loans to Successor Agencies as long as they are approved by the local Oversight Board and listed on future Recognized Obligation Payment Schedules (ROPS) submitted to the DOF every six months.



City of Santa Fe Springs

City Council Meeting

May 9, 2013

Staff is currently preparing the necessary documents for approval by the Oversight Board at its upcoming meeting on June 12, 2013.

CITY – SUCCESSOR AGENCY LOAN

The loan agreement (see attached) between the City and Successor Agency provides for the City to make available funds necessary to pay all litigation expenses. In turn, the Successor Agency agrees to list the loan on future ROPS with repayment aligned with other enforceable obligations. The City funds will be specifically provided from the General Fund and only used to pay litigation expenses. If this agreement is approved by the Oversight Board at the June 12, 2013 meeting, it will be effective after this date.

Thaddeus McCormack
City Manager

Attachments:

City / Successor Agency Loan Agreement
DOF Letter – dated April 8, 2013
Colantuono & Levin Retainer Agreement



EXHIBIT A



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. * GOVERNOR

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

April 8, 2013

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

Dear Mr. Hickey:

Subject: Other Funds and Accounts Due Diligence Review

This letter supersedes the California Department of Finance's (Finance) original Other Funds and Accounts (OFA) Due Diligence Review (DDR) determination letter dated March 11, 2013. Pursuant to Health and Safety Code (HSC) section 34179.6 (c), the City of Santa Fe Springs Successor Agency (Agency) submitted an oversight board approved OFA DDR to Finance on January 10, 2013. The purpose of the review was to determine the amount of cash and cash equivalents available for distribution to the affected taxing entities. Finance issued an OFA DDR determination letter on March 11, 2013. Subsequently, the Agency requested a Meet and Confer session on one or more items adjusted by Finance. The Meet and Confer session was held on March 25, 2013.

Based on a review of additional information and documentation provided to Finance during the Meet and Confer process, Finance has completed its review of those specific items being disputed. Specifically, the following adjustments were made:

- Cash transfers to the City of Santa Fe Springs (City) in the amount of \$18,704,841 were disallowed. The former redevelopment agency (RDA) transferred cash totaling \$18,704,841 to the City on March 10, 2011 and January 31, 2012 for principal and interest payments on operating loans executed through promissory notes dated September 23, 2010 and August 25, 2011, respectively.

For the September 2010 loan principal and interest repayment totaling \$9,337,498, HSC section 34179.5 states "enforceable obligation" includes any of the items listed in subdivision (d) of section 34171. HSC section 34171 (d) (2) states "enforceable obligation" does not include any agreements, contracts, or arrangements between the city that created the RDA and the former RDA. It is our understanding the RDA was created in 1961 and the loan was made in 2010, which is well after the first two years of creation. Therefore, the transfer was not made pursuant to an enforceable obligation and is not permitted. Consequently, Finance is increasing the available OFA balance by \$9,337,498.

The repayment of the loan may become an enforceable obligation after the Agency receives a Finding of Completion from Finance. If the oversight board makes a finding that the loan was for legitimate redevelopment purposes, the loan should be placed on

future Recognized Obligation Payment Schedules for repayment. Refer to HSC section 34191.4 (b) for more guidance.

For the August 2011 loan principal and interest repayment totaling \$9,367,343, the former RDA no longer had the authority to incur additional debt and the original loan of \$8,902,000 should not have occurred. As such, the \$8,902,000 is an allowable transfer to return the funds back to the City; however, no interest should have accrued; therefore, Finance is increasing the available balance by \$465,343.

The Agency's OFA balance available for distribution to the affected taxing entities is \$15,078,896 (see table below).

OFA Balances Available For Distribution To Taxing Entities	
Available Balance per DDR:	\$ 5,276,055
Finance Adjustments	
Add:	
Disallowed transfers:	\$ 9,802,841
Total OFA available to be distributed: \$ 15,078,896	

This is Finance's final determination of the OFA balances available for distribution to the taxing entities. HSC section 34179.6 (f) requires successor agencies to transmit to the county auditor-controller the amount of funds identified in the above table within five working days, plus any interest those sums accumulated while in the possession of the recipient. Upon submission of payment, it is requested you provide proof of payment to Finance within five business days.

If funds identified for transmission are in the possession of the successor agency, and if the successor agency is operated by the city or county that created the former redevelopment agency, then failure to transmit the identified funds may result in offsets to the city's or the county's sales and use tax allocation, as well as its property tax allocation. If funds identified for transmission are in the possession of another taxing entity, the successor agency is required to take diligent efforts to recover such funds. A failure to recover and remit those funds may result in offsets to the other taxing entity's sales and use tax allocation or to its property tax allocation. If funds identified for transmission are in the possession of a private entity, HSC 34179.6 (h) (1) (B) states that any remittance related to unallowable transfers to a private party may also be subject to a 10 percent penalty if not remitted within 60 days.

Failure to transmit the identified funds will also prevent the Agency from being able to receive a finding of completion from Finance. Without a finding of completion, the Agency will be unable to take advantage of the provisions detailed in HSC section 34191.4. Specifically, these provisions allow certain loan agreements between the former redevelopment agency (RDA) and the city, county, or city and county that created the RDA to be considered enforceable obligations. These provisions also allow certain bond proceeds to be used for the purposes in which they were sold and allows for the transfer of real property and interests into the Community Redevelopment Property Trust Fund once Finance approves the Agency's long-range property management plan.

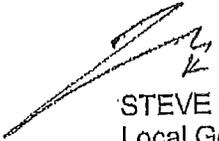
In addition to the consequences above, willful failure to return assets that were deemed an unallowable transfer or failure to remit the funds identified above could expose certain individuals to criminal penalties under existing law.

Mr. Hickey
April 8, 2013
Page 3

Pursuant to HSC sections 34167.5 and 34178.8, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority.

Please direct inquiries to Evelyn Suess, Supervisor, or Mary Halterman, Analyst, at (916) 445-1546.

Sincerely,



STEVE SZALAY
Local Government Consultant

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

Holly O. Whatley
HWhatley@CLLAW.US
(213) 542-5704

Colantuono & Levin, PC
300 S. Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Main: (213) 542-5700
FAX: (213) 542-5710
WWW.CLLAW.US
SANDRA J. LEVIN, OF COUNSEL

March 29, 2013

Steven Skolnik
City Attorney
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Re: Representation of Santa Fe Springs and Santa Fe Springs RDA
Successor Agency re Dispute with department of Finance Regarding
Clawback

Dear Steve:

As promised, I write to propose a form of letter retainer agreement by which our firm will advise the City of Santa Fe Springs and the Successor Agency to the Santa Fe Springs Redevelopment Agency ("you" or "the City") by filing suit to obtain judicial review of the State Department of Finance's rejection of the city's position in a meet and confer regarding a loan the Santa Fe Springs RDA repaid to the City. If we can assist with other matters, please let me know. Colantuono & Levin, PC ("the firm") and all of its professionals are very pleased to have the opportunity to assist the City in this way.

This letter sets forth the basis upon which we will provide you legal services and bill you for services and costs. If it is acceptable, please have it executed on behalf of the City and return it to me. If you have questions or concerns about this form of agreement, please call me at the direct-dial number listed above.

The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
Page 2

professional conflict of interest would arise. We propose to index the following names with respect to this matter:

Client-affiliated parties:

City of Santa Fe Springs
Santa Fe Springs RDA Successor Agency

Adverse parties:

Ana Matasantos, in her official capacity as California Director of Finance
California State Department of Finance
Wendy Watanabe, in her official capacity as Los Angeles County Auditor-Control
County of Los Angeles
Rio Hondo Community College District
Whittier Union High School District
Los Angeles County Flood Control District
Metropolitan Water District of Southern California

Please let me know if any of these names are incorrect or misspelled, or if there are other parties with an interest this issue that we should list such as, perhaps, any remaining tax agencies which benefit from the redistribution of tax increment that previously funded the Santa Fe Springs RDA. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

As we have discussed, the nature of the matter makes it impossible for us to guarantee the total fees that may be incurred on this matter, although we will make every effort to represent you as efficiently as possible. You will receive monthly statements informing you of the fees and costs incurred during the prior month.

I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please let me know. Naturally,

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
Page 3

we expect you to keep us reasonably informed of significant developments in matters relating to this representation.

We review all statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the professional performing the services and for 2013 range between \$175 and \$450 per hour for attorneys' time, and between \$100 and \$145 for the time of paralegals and legal assistants. However, as a professional courtesy to you, we will agree to cap our rates at \$350 per hour. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year, although we will not raise the \$350 rate cap without your consent.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long-distance telephone calls, mileage at the IRS rate, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our professional fees.

We will send you monthly statements, and expect payment within 30 days of the billing date. If payment is not received within 45 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of one percent per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules for legal fee disputes of the County Bar Association. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in the Cities of Los Angeles to be conducted by JAMS in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS**

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
Page 4

PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.

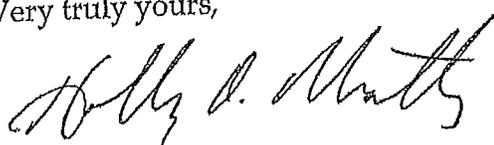
You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either case, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation we may subsequently agree to undertake on your behalf. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred prior thereto.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, have a copy of this letter executed on behalf of the City and returned to me by fax and in the enclosed envelope. If you have any questions, please feel free to call me at the direct-dial number above.

We look forward to representing you. Thank you for the opportunity to do so!

Very truly yours,



Holly O. Whatley

HOW:mr

Steven Skolnik
City of Santa Fe Springs
March 29, 2013
Page 5

Enclosures (duplicate original and return envelope)

On behalf of the City of Santa Fe Springs and the Successor Agency to the Santa Fe Springs Redevelopment Agency, I hereby agree to retain Colantuono & Levin, PC to provide legal services on the terms described above.

By: _____
Printed Name:
Title:

**LOAN AGREEMENT BETWEEN THE CITY OF SANTA FE
SPRINGS AND THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT
AGENCY OF THE CITY OF SANTA FE SPRINGS**

This Agreement is made and entered into as of May 9, 2013, by and between the City of Santa Fe Springs (the "City"), a municipal corporation, and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency"), a public entity.

Recitals

A. In its review of the Due Diligence Review of the Successor Agency's Other Funds and Accounts, the State of California Department of Finance (the "DOF") has invalidated a 2011 transaction in which the former Commission/Redevelopment Agency returned to the City approximately \$9.8 million in funds that the City had advanced to the Commission/Agency in late 2010. Such decision was memorialized in a letter dated April 8, 2013, a copy of which is attached hereto as Exhibit "A".

B. The DOF will seek to recover those funds from the Successor Agency and/or the City, which would have drastic consequences.

C. The Successor Agency, having exhausted its administrative remedies and believing strongly that the decision of the DOF is incorrect and unlawful, has no choice but to commence litigation to avoid the loss of such funds. Accordingly, the Successor Agency has engaged the firm of Colantuono & Levin as its legal counsel for such litigation, in an agreement attached hereto as Exhibit "B".

D. The Successor Agency does not have any funds with which to pay the extraordinary expenses of such litigation, and, accordingly, seeks a loan from the City for such purposes.

E. H&SC Section 34173(h) authorizes the City to loan funds to the Successor Agency for such purposes, at the City's discretion, and provides that such loan must be listed on the ROPS, which is subject to approval by the Oversight Board. H&SC Sections 34178 and 34180 also authorize the City and the Successor Agency to enter into certain types of contracts.

F. Relying on the aforesaid authority, the City is prepared to make a temporary loan (the "Loan") to the Successor Agency in the full amount necessary to pay the expenses of the litigation described above. The City shall advance funds to the Successor Agency periodically in order to pay the expenses of such litigation as such expenses are due.

G. The Successor Agency shall list the repayment of the Loan as an enforceable obligation on future ROPS.

Based on the Recitals set forth above and in consideration of the mutual covenants set forth below, the parties agree as follows:

1. The parties represent and warrant to each other that each of the Recitals set forth above is true and correct.

2. Subject to the approval of the Oversight Board as set forth below, the City shall use City general funds to provide the Successor Agency with the Loan as litigation expenses become due.

3. The Successor Agency shall use the proceeds of the Loan only to pay the expenses of such litigation.

4. This Agreement shall not be deemed effective, and the City shall not make the Loan, until this Agreement has been approved by the Oversight Board, pursuant to H&SC Section 34179(h) and 34180.

5. Except as provided in Section 6, below, the Loan shall be repaid on par with any enforceable obligations falling within H&SC Section 34183(a)(2)(C) (debts not qualifying as tax allocation bonds and certain revenue bonds).

6. The City hereby agrees to defer repayment of the Loan during any six-month period covered by a ROPS to the extent that repayment during that period would leave the Successor Agency with insufficient funds to satisfy other enforceable obligations covered by H&SC Section 34183(a)(2)(C) which: (a) Are due in that six-month period; and (b) were in existence as of the date of this Agreement.

7. Provided that this Agreement is approved by the Oversight Board, the Successor Agency shall list its obligation under this Agreement as an enforceable obligation on ROPS IV. Such enforceable obligation shall be included on each successive ROPS until the Loan has been repaid to the City in full.

8. This Agreement shall be in full force and effect upon its approval by the Oversight Board, and shall remain in full force and effect until the Loan has been repaid to the City in full.

9. This Agreement constitutes the entire agreement by and between the parties with respect to the subject matter hereof, and may be amended only in writing.

10. In the event of a default, either party may avail itself of any and all remedies available at law or equity under California law for the purpose of enforcing the terms and conditions of this Agreement.

Intending to be legally bound, the parties' authorized representatives have executed this Agreement, below, as of May 9, 2013.

City of Santa Fe Springs

Mayor

Attest:

Deputy City Clerk

Approved as to form:

City Attorney

Successor Agency

Chairman

Attest:

Clerk



City of Santa Fe Springs

City Council Meeting

May 9, 2013

NEW BUSINESS

Resolution No. 9410 - Request for Parking Restriction on Slauson Avenue west of Dice Road

RECOMMENDATION

That the City Council adopt Resolution No. 9410 prohibiting parking on the south side of Slauson Avenue from Dice Road to a point 420 feet west of Dice Road.

BACKGROUND

The Traffic Commission at their meeting of April 18, 2013, reviewed the attached report for the proposed parking restriction on the south side of Slauson Avenue west of Dice Road. The Commission voted 3 to 0 to recommend to the City Council for consideration and implementation of the parking restriction as requested by the County of Los Angeles Department of Public Works.

Staff recommends approval of the restriction and has also included the area of the existing parking restriction in the attached resolution.

Thaddeus McCormack
City Manager

Attachments

Resolution No. 9410
Traffic Commission Report

Report Submitted By:


Noe Negrete, Director
Public Works

Date of Report: May 3, 2013

RESOLUTION NO. 9410

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
RESTRICTING PARKING AND STOPPING OF VEHICLES
ON PORTIONS OF SLAUSON AVENUE**

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

Section 1: Pursuant to the provisions of Chapter 72, Section 72.20 of the City
Code, the following locations are designated as places where no person shall stop,
stand or park a vehicle at any time:

South side of Slauson Avenue beginning at the centerline of Dice Road to a point
420 feet west of the centerline of Dice Road

APPROVED and ADOPTED this 9th day of May, 2013.

MAYOR

ATTEST:

CITY CLERK



NEW BUSINESS

Request for Parking Restriction on Slauson Avenue West of Dice Road

RECOMMENDATION

That the Traffic Commission recommend to the City Council that parking be prohibited on the south side of Slauson Avenue west of Dice Road as requested by Los Angeles County between the existing driveway and the new exit-only driveway to the Los Nietos Public Library.

BACKGROUND

The County of Los Angeles owns and operates the Los Nietos Public Library located at 11644 East Slauson Avenue. The County is in the midst of making circulation improvements to the Library's parking lot and also adding a new exit-only driveway onto Slauson Avenue at the east end of the parking lot. The County has requested that parking on Slauson Avenue be prohibited between the existing driveway and the new exit-only driveway.

Slauson Avenue is an east-west oriented primary arterial highway that is 84 feet wide curb to curb. Slauson Avenue is striped for three lanes in each direction that are separated by a raised 16-foot wide median. In 2009, the Average Daily Traffic (ADT) for this section of Slauson Avenue was 32,300 vehicles per day. The speed limit is a posted 40 miles per hour and the 85th Percentile or critical speed is 44 miles per hour based on the 2009 Citywide Speed Survey. Between Norwalk Boulevard and Dice Road, the City-County boundary is such that the south side of Slauson Avenue is in Santa Fe Springs and the north side is in unincorporated County of Los Angeles. There are currently various parking restrictions along the south side of Slauson Avenue between Norwalk Boulevard and Dice Road. From Norwalk Boulevard to the easterly boundary of the Library parking lot there exists a "No Parking Vehicles Over 6000 Pounds" restriction as well as a "No Stopping between 3:00 PM and 6:00 PM". From the easterly boundary of the Library parking lot to Dice Road there exists a "No Stopping Any Time" restriction.

FINDINGS

Staff has reviewed the request for the parking prohibition on the south side of Slauson Avenue by the Los Angeles County Department of Public Works and based on a critical approach speed of 44 miles per hour for this section of Slauson Avenue, concurs that the parking prohibition should be implemented to maximize sight distance and improve the safety for patrons of the County Library

exiting the parking lot onto Slauson Avenue. The prohibition of parking along this section of Slauson Avenue will not adversely impact the operation of the County Library as the parking lot has the capacity to hold 40 vehicles.

Noe Negrete
Director of Public Works

Attachments:

Letter from LA County
Location Map – Current Restrictions
Location Map – Proposed Restrictions



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: PD-9

March 14, 2013

Mr. Tom R. Lopez
City Engineer
City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670

Dear Mr. Lopez:

LOS NIETOS LIBRARY DRIVEWAY IMPROVEMENTS

The Department of Public Works will soon start driveway improvements at the Los Nietos Library's parking lot located at 11644 East Slauson Avenue. The proposed improvements include construction of a new exit-only driveway at the eastern edge of the parking lot on Slauson Avenue and striping/signing modifications to the existing driveway to make it entrance-only.

Currently, on-street parking is allowed during nonpeak hours on Slauson Avenue in front of the library. In order to enhance the sight distance of vehicles exiting the new driveway, the County requests the City of Santa Fe Springs prohibit on-street parking at all times on Slauson Avenue between the existing driveway and the new proposed driveway.

Mr. Tom R. Lopez
March 14, 2013
Page 2

Enclosed for your reference is a copy of the final improvement plan. Thank you for the City's assistance on this project. If you have any questions, please contact Mr. James Yang, Programs Development Division, Unincorporated Area Services Section, at (626) 458-5921 or jyang@dpw.lacounty.gov.

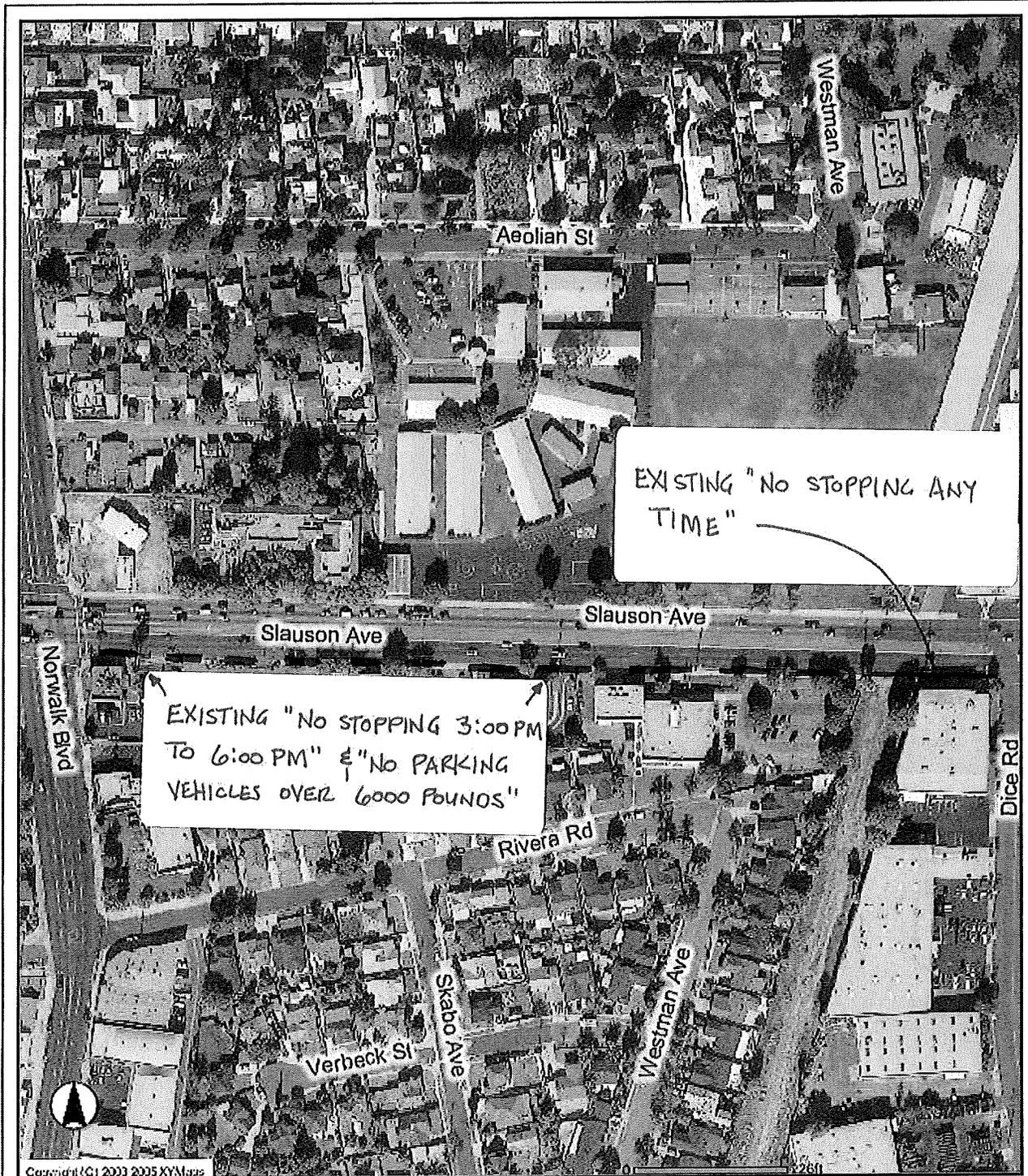
Very truly yours,


GAIL PARBER
Director of Public Works

JY:pr
C130275
p:\pdpub\UAS\SD4\Los Nietos County Library\City of Santa Fe Springs Memo.doc

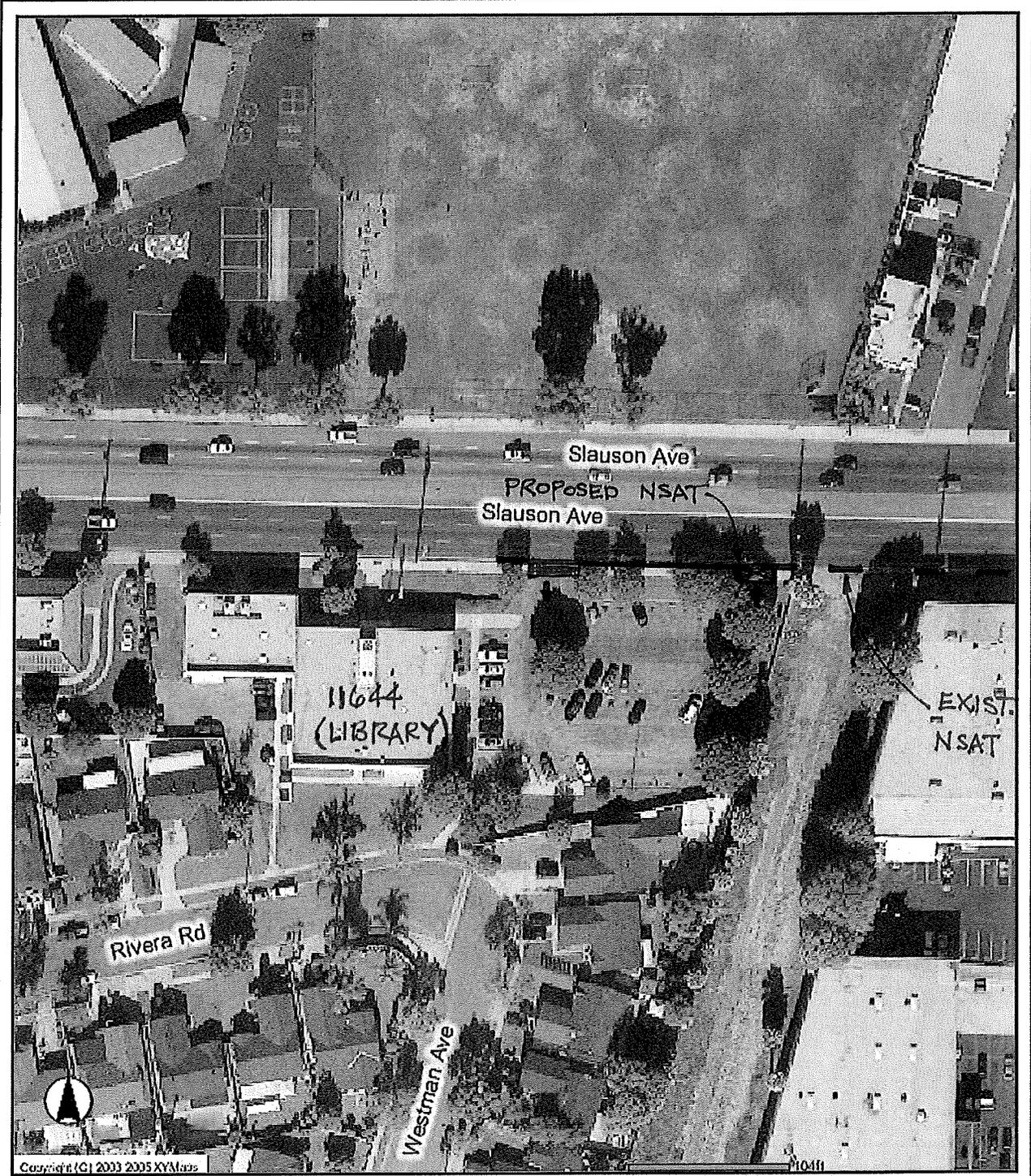
Enc.

cc: Public Library (Pamela Hartley)



Parking Restrictions Slauson Ave. Norwalk Bl. to Dice Rd.

Date Printed: 4/8/2013



**Proposed No Stopping
 Any Time**
 11644 Slouson Ave.



NEW BUSINESS

Clarke Estate Enhancement Project: Storage Shed Improvements (10211 Pioneer Boulevard) – Final Payment

RECOMMENDATION

That the City Council approve the Final Progress Payment (less 5% Retention) to Corral Construction & Development Inc., of Commerce, California, in the amount of \$20,947.50 for the subject project.

BACKGROUND

At the City Council meeting of February 14, 2013 the Council awarded a contract to Corral Construction & Development Inc. of Commerce, California, in the amount of \$20,506.00. for the construction of the subject project.

The following payment detail represents the Final Progress Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory.

The final construction cost is \$22,050.00 and the total estimated cost for this project, including construction, engineering, inspection, overhead, and contingency is \$27,000. The City of Santa Fe Springs will be reimbursed up to \$150,000 by the Los Angeles County Regional Park and Open Space District for the cost of three projects at the Clarke Estate. The three Clarke Estate projects include, Synthetic Turf Installation, Storage Shed Improvements and Carpet Replacement.

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

Thaddeus McCormack
City Manager

Attachment:
Progress Payment Detail

Handwritten initials in black ink, possibly "MN".

Payment Detail
 Clarke Estate Enhancement Project
 Storage Shed Improvements (10211 Pioneer Boulevard)

Contractor: Corral Construction & Development Inc.
 5211 E. Washington Blvd #2-122
 Commerce, CA 90040

Item No.	Description	Contract		Completed This Period		Completed To Date			
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
1	Construct 5' x 5'- 4" tubular steel gate	1	L.S.	\$ 1,500.00	\$1,500.00	1	\$ 1,500.00	1	\$ 1,500.00
2	Construct 6" PCC storage shed foundation (11' x 13')	143	S.F.	\$ 14.00	\$2,002.00	143	\$ 2,002.00	143	\$ 2,002.00
3	Construct 6" PCC sidewalk transition	85	S.F.	\$ 14.00	\$1,190.00	85	\$ 1,190.00	85	\$ 1,190.00
4	Construct 4" PCC sidewalk	552	S.F.	\$ 7.00	\$3,864.00	579	\$ 4,053.00	579	\$ 4,053.00
5	Furnish and install Tuff Shed (10' x 12')	1	L.S.	\$ 5,000.00	\$5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
6	Furnish and install 1 1/2" PVC electrical conduit and wiring for Tuff	10	L.F.	\$ 30.00	\$300.00	10	\$ 300.00	10	\$ 300.00
7	Furnish and install 1 1/2" galvanized steel electrical conduit and wiring for Tuff Shed lighting	10	L.F.	\$ 35.00	\$350.00	13	\$ 455.00	13	\$ 455.00
8	Furnish and install exterior/interior Tuff Shed flood lights	2	EA.	\$ 300.00	\$600.00	2	\$ 600.00	2	\$ 600.00
9	Clearing and grubbing	1	L.S.	\$ 2,350.00	\$2,350.00	1	\$ 2,350.00	1	\$ 2,350.00
10	Mobilization	1	L.S.	\$ 1,250.00	\$1,250.00	1	\$ 1,250.00	1	\$ 1,250.00
11	Remove drinking fountain and cap/plug existing water line	1	L.S.	\$ 400.00	\$400.00	1	\$ 400.00	1	\$ 400.00
12	Remove and relocate irrigation heads and cap/plug irrigation lines	1	L.S.	\$ 450.00	\$450.00	1	\$ 450.00	1	\$ 450.00
13	Sawcut and remove existing CMU wall	1	L.S.	\$ 1,000.00	\$1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
14	Remove existing wood lattice and wood support post	1	L.S.	\$ 250.00	\$250.00	1	\$ 250.00	1	\$ 250.00
				Total	\$20,506.00		\$ 20,800.00		\$ 20,800.00

Contract Change Order		Total		Total Completed Items to Date:			
1	Construct Concrete Ramp for Tuff Shed	1	L.S.	\$ 1,250.00	\$ 1,250.00	1	\$ 1,250.00
				Total	\$ 1,250.00		\$ 1,250.00
				Total	\$21,756.00		\$ 22,050.00

CONTRACT PAYMENTS
 Total Items Completed to Date \$ 22,050.00
 Less Retention Withheld (5%) \$ 1,102.50
 Final Payment \$ 20,947.50

W.O.#: 453-397-8034-4800
 APPROVED BY: *[Signature]* 5/1/13



City of Santa Fe Springs

City Council Meeting

May 9, 2013

NEW BUSINESS

Valley View Avenue Grade Separation Project - Reimbursement of Property Acquisition Costs Incurred by the City of La Mirada

RECOMMENDATION

That the City Council authorize the Director of Finance and Administrative Services to reimburse the City of La Mirada in the amount of \$1,590,220 for right-of-way acquired from APN 8069-009-021 to construct the Valley View Avenue Grade Separation Project.

BACKGROUND

The Valley View Avenue Grade Separation Project (Project) is a joint effort of the Cities of Santa Fe Springs and La Mirada. The purpose of the project is to improve safety and traffic flow along Valley View Avenue which is presently impacted by the existing BNSF railroad crossing. Under the terms of a cooperative agreement between the two cities that was executed in April 2011 (Attachment 1), the City of Santa Fe Springs is the Lead Agency and each city is to acquire the property needed within their respective jurisdiction to complete the Project. The agreement also obligates the City of Santa Fe Springs to reimburse the City of La Mirada for its property acquisition costs.

On February 26, 2012, the City of La Mirada and the owner of the property located at 14830 Valley View Avenue (APN 8069-009-021) reached an agreement on the amount of compensation to be paid for the acquisition of temporary and permanent easements from this particular property. The final settlement amount was \$1,800,000 and La Mirada has confirmed that payment has been made to the property owner in accordance with the documents executed by both parties regarding this acquisition. The balance owed to the City of La Mirada at this time is \$1,590,220 which consists of \$1,581,445 for the settlement, \$5,000 for the appraisal, and \$3,775 for the mediation. The initial court deposit of \$218,555 which was made previously by La Mirada and which has already been reimbursed by the City of Santa Fe Springs is not included in the current balance due. The letter from the City of La Mirada requesting reimbursement which includes Invoice No. 2823 is attached to this report (Attachment 2).

FISCAL IMPACT

After reimbursing the City of La Mirada, the City of Santa Fe Springs will be able to request reimbursement from outside funding sources for payments made to the City of La Mirada for property acquired to complete the Project.

INFRASTRUCTURE IMPACT

This action does not have a direct impact on City infrastructure.



Thaddeus McCormack
City Manager

Attachment(s):

1. 2011 Cooperative Agreement
2. Reimbursement Request and Invoice No. 2823 from the City of La Mirada
3. Stipulation for Judgment in Condemnation



CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

April 14, 2011

Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

SUBJECT: COOPERATIVE AGREEMENT

Dear Mr. McCormack:

Attached are two originals of the Cooperative Agreement between the City of Santa Fe Springs and the City of La Mirada for the construction and maintenance of the Valley View Avenue Underpass Project. Please sign both documents and return an original to the following:

Anne Haraksin, City Clerk
City of La Mirada
13700 La Mirada Blvd.
La Mirada, CA 90638

If you have any questions regarding the agreement, please contact Public Works Director Steve Forster at (562) 943-0131.

Sincerely,

CITY OF LA MIRADA

Anne Haraksin
Assistant to the City Manager/City Clerk

Attachments

cc: Steve Forster, Public Works Director

COOPERATIVE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS AND CITY OF LA MIRADA

This Cooperative Agreement (this "Agreement"), is executed to be effective as of this 29th day of April, 2011 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS ("SFS") and the CITY OF LA MIRADA ("LM"), both municipal corporations, for the construction and maintenance of the Valley View Avenue Underpass Project as defined herein. LM and SFS are referred to herein individually or collectively as "party" or "parties" respectively.

RECITALS:

WHEREAS, the BNSF Railway Company ("BNSF") owns and operates a railroad corridor that crosses through LM and SFS in the County of Los Angeles, State of California;

WHEREAS, SFS and LM, as joint owners of Valley View Avenue, desire to improve the existing BNSF/Valley View Avenue at-grade crossing by constructing a new crossing at separated grades to be known as the Valley View Avenue Underpass and designated as California Public Utilities Crossing No. 2-158.4-C, D.O.T. No. 027657G;

WHEREAS, the existing Valley View Avenue at-grade crossing (PUC Crossing No. 2-152.29) will be closed permanently and removed upon completion of construction and the placing in service of said underpass;

WHEREAS, the parties believe that funding for the acquisition of the necessary right-of-ways, easements, and the like and construction costs for the Project will ultimately be provided by various sources of the State of California and the United States Government, but in the interim, wish to memorialize their respective obligations to provide advance funding, and their respective obligations in the event that such State and Federal funding sources ultimately prove insufficient to pay for all costs of the Project.

WHEREAS, the parties also desire to express in writing their understanding and agreement with respect to the construction and maintenance of the Valley View Avenue Underpass; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEFINITIONS

1. The "**Project**", as used herein, shall mean the Valley View Avenue Underpass as described in detail by the approved plans and specifications. Work to be done includes, but is not limited to, removal of existing improvements, including the existing at-grade crossing BNSF (P.U.C. Crossing No. 2-152.29), and construction of new improvements, including a new bridge structure, roadway areas, retaining walls, sidewalks, driveways, landscaping, utilities, signage, striping, poles and lights.
2. The "**Plans**", as used herein, shall mean the plans and specifications, as approved by both SFS and LM, that reflect the detailed nature of work to be done to complete the Project, and includes all documents or drawings that relate to the Project.

ARTICLE II – SFS RESPONSIBILITIES

SFS shall:

1. Serve as lead agency and take all actions necessary to ensure that the Project is managed properly and completed in accordance with the Plans and all rules, regulations and laws applicable thereto.
2. Consult with and secure approval from LM of Plans before the Project is advertised for bids. After mutual written approval thereof, the Plans will become part of this Agreement and shall be incorporated herein by reference.
3. Secure all required permits and approvals, and make all arrangements for the relocation and/or installation of all facilities owned by private persons, companies, corporations, political subdivisions or public utilities which may be necessary for the construction of the Project.
4. Comply with all orders and directives of the Public Utilities Commission as may be issued with respect to the Project.
5. Attempt to secure sufficient funds from county, state, federal and Railroad sources to complete the project.

ARTICLE III – LA MIRADA RESPONSIBILITIES

LM shall:

1. Cooperate with and assist SFS as needed to ensure that Project is managed properly and constructed in accordance with the Plans, and all rules, regulations and laws applicable thereto.
2. Grant to SFS, its successors and assigns, upon and subject to the terms and conditions hereinafter set forth, permission and license to enter upon and use that portion of LM right-of-way as is necessary to construct and maintain the Project.

ARTICLE IV – RIGHT OF WAY ACQUISITION

1. The parties hereto acknowledge that it will be necessary to acquire right-of-way within SFS and LM in order to complete the Project, and that the cost of acquisition needed within the boundary of each party, including all associated costs, is presently estimated to be as follows:

a. Santa Fe Springs	\$ 2,637,000
b. La Mirada	<u>\$ 6,199,000</u>
Total Estimated Cost (Acquisition)	\$ 8,836,000
Consultants & Legal Costs	<u>\$ 1,864,000</u>
Total Estimated Cost	\$11,700,000

2. It is the intent of the parties to this Agreement to use State and Federal funds obtained by SFS, in the amount of \$11,700,000, to acquire the right-of-way needed to complete the Project, and the parties acknowledge that all such acquisition will need to comply with federal rules, regulations and laws.

3. SFS and LM will each provide all advance funding needed to acquire right-of-way needed to complete the Project within their respective boundaries, and will take all actions needed to acquire said right-of-way before the Project is advertised for bids.
4. SFS will reimburse LM for all costs incurred by LM to acquire right-of-ways within LM needed to complete the Project and such requests for reimbursement from LM will be processed and paid within 30 days of receipt thereof by SFS and in any event, SFS shall reimburse all of LM's right-of-way acquisition costs prior to the commencement of the construction of the Project.
5. SFS and LM will implement good faith and diligent procedures as needed to ensure that all expenses incurred in the acquisition of right-of-way within their respective boundaries are reasonably and necessarily incurred, properly documented and available to the other party for inspection.
6. With respect to the federal funding to be used for right-of-way acquisition, the parties agree that all federal funds will be obtained on a reimbursable basis and that any federal funds not used to acquire right-of-way will be used for other eligible Project costs to the extent permitted by Federal regulations.

ARTICLE V – CONSTRUCTION

1. SFS will serve as lead agency and will construct the Project in accordance with the Plans, with the exception of railroad work that will be performed by BNSF pursuant to the Construction & Maintenance Agreement as executed by the parties.
2. All construction work to be performed by SFS will be pursuant to a contract or contracts let in accordance with applicable federal, state and local laws and regulations.
3. During construction of the Project, SFS will send LM quarterly statements detailing the progress of the Project and an accounting of the cost of the work pursuant to this Agreement.
4. SFS will not allow its contractor(s) or subcontractor(s) to start work within LM's boundary until the contractor(s) and/or subcontractor(s) have secured insurance coverage and provided proof of such insurance coverage and have complied with any other requirements as may be required under LM's Municipal Code, and any other applicable state and/or local laws and regulations.
5. Any changes or modifications to the Project during construction LM will be subject to LM's written approval before any such changes or modifications are made.
6. SFS will use its best efforts to cause its contractor(s) to reasonably adhere to the construction schedule established for completing the Project and will provide advance notice and documentation to LM should it be necessary for work to deviate from the Project schedule.
7. LM will have the right to stop construction work on the Project if any of the following events take place: (i) SFS or its contractor(s) performs the work in a manner contrary to the Plans as approved by LM; (ii) SFS or its contractor(s), in the opinion of LM, is performing the work in a manner which is hazardous to the general health and

welfare, LM property, facilities or the safe and expeditious movement of railroad, vehicular or pedestrian traffic. The work stoppage will continue until all necessary actions are taken by SFS or its contractor to rectify the situation to the satisfaction of LM.

8. Any such work stoppage pursuant to this Article will not give rise to any liability on the part of LM and LM's right to stop the work is in addition to any other rights LM may have including, but not limited to, actions or suits for damages or lost profits. In the event that LM desires to stop construction work on the Project, LM agrees to immediately notify SFS in writing of its desire to stop work and the reasons LM believes work should be stopped.
9. SFS will supervise and inspect operations of all contractors hired by SFS to assure compliance with the Plans, all applicable laws and regulations, the terms of this Agreement and all safety requirements of the BNSF railroad.
10. SFS will not begin construction of the Project until it has given LM thirty (30) days prior written notice of the date that SFS intends to start construction.

ARTICLE VI - MAINTENANCE

1. Upon completion of the Project, SFS and LM agree as follows:
 - a. Each party, at its respective sole cost and expense, will be responsible for maintaining all pavement, sidewalk, curb, gutter, street lighting, signage, striping, drainage facilities, walls, landscaping and irrigation systems located within the boundary of their respective city, unless otherwise specified in this Article, and each of the parties shall defend (including the appointment of competent defense counsel), indemnify and hold harmless each other, its respective officers, employees, and agents, against any losses, liability or damages, including actual and reasonable litigation expenses, to the extent that such losses, liability or damages arise from or are related to the negligent and/or willful performance (or lack thereof) of each of the obligations set forth in this Article. This provision shall not in any way affect the general indemnity obligations set forth in Article VIII hereof.
 - b. SFS will maintain all mainline drainage facilities constructed within Valley View and Stage Road, including any such facilities located within the boundary of LM.
 - c. SFS will maintain the bridge structure and any facilities that are located on or associated therewith.
 - d. LM will maintain the median on Valley View, including the landscaping and irrigation facilities contained therein.
 - e. SFS will maintain the traffic signal installed at the intersection of Valley View and Stage Road, including any facilities located within the boundary of LM.
 - f. Neither SFS nor LM shall be responsible for maintaining any facilities that are owned by another agency or entity other than SFS or LM.

other party, whenever such action is needed to allow maintenance or emergency repairs to be completed.

ARTICLE VII – PROJECT COST & FUNDING

1. The parties hereto acknowledge that the total estimated cost of the Project, including right-of-way, construction and work to be done by BNSF, has been determined and is described in detail in Exhibit "A" which is attached hereto and incorporated herein.
2. It is the intent and agreement of the parties that federal, state, county and other funds (the "Project Funding") will ultimately be used to complete the Project. To that end, SFS and LM will work cooperatively to secure sufficient funds from County, State, Federal and Railroad sources to complete the Project, with SFS serving as the lead agency for such actions.
3. SFS is authorized to take all actions needed to obtain the Project Funding, provided such actions are done in accordance with applicable rules, regulations and laws.
4. SFS will not advertise the Project for construction until sufficient funds have been secured to construct the Project, and SFS agrees that it must provide documentation thereof to LM before the Project is advertised.
5. Except with respect to the right-of-way acquisition responsibilities of the parties as set forth in Article IV hereof, SFS will use the Project Funding to complete the Project in accordance with the Plans and pay all costs for the Project except for the following:
 - a. Work done by others pursuant to franchise agreements with SFS or LM. Neither party shall be responsible for the cost of such work done within the other party's boundary.
 - b. Work that is to be done by other agencies pursuant to their legal responsibilities to do so.
6. In the event that, at any point, the amount of Project Funding committed to the Project or in the possession of SFS is determined to be insufficient to complete the Project or to pay Project costs payable at such point, SFS and LM agree that each shall be responsible for 50% of that portion of such Project costs payable that exceeds available Project Funding. SFS shall bill LM for LM's share of such costs, and LM shall pay such amount to SFS within 30 days of receipt of such bill. SFS will promptly and diligently attempt to secure additional Project Funding to reimburse SFS and LM for any amounts so paid, and shall reimburse LM for any amounts so paid within 30 days of receipt of such reimbursement.
7. SFS will implement procedures as needed to ensure that all expenses associated with completion of the Project are reasonably and necessarily incurred, properly paid and documented, and LM shall have the right to inspect records kept by SFS at any time to verify the accuracy thereof. SFS acknowledges that the defense and indemnity obligations set forth in Article VIII, Section 10 hereof, expressly applies to any contractor-type claims, demands, actions and/or liabilities arising out of and related to this section.
8. Upon completion of the Project, SFS will provide LM with a detailed statement of final costs, segregated as to labor and materials, for each item shown on Exhibit "A".

ARTICLE VIII – MISCELLANEOUS

1. The parties hereto acknowledge that the legal boundary lines for SFS and LM, as they exist on the Effective Date, will not need to be altered, modified or otherwise changed in order to construct the Project.
2. The parties hereto agree that, upon completion of the Project, they will consult with each other should either party desire to modify, alter or reconstruct any element of the Project within their respective boundary before taking any action to do so.
3. Any books, papers, records and accounts of the parties hereto relating to the work hereunder, or the costs or expenses for labor and material connected with the completion of the Project, will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, in perpetuity from the date the Project is completed.
4. The covenants and provisions of this Agreement are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, and subject to the Parties' rights to hire outside work forces to perform their respective maintenance obligations, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
5. In the event construction of the Project does not commence within two (2) years of the Effective Date, this Agreement will become null and void, unless the parties hereto have agreed to an extension of this Agreement. If, however, the Project construction commences within 2 years of the Effective Date, SFS shall diligently and promptly proceed with the Project and take all reasonable and necessary means to timely complete the Project.
6. Neither termination nor expiration of this Agreement will release the other party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
7. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
8. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between SFS and LM with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
9. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

City of Santa Fe Springs:

Thaddeus McCormack, City Manager
11710 E. Telegraph Road
Santa Fe Springs, California 90670-3679

City of La Mirada:

Thomas E. Robinson, City Manager
13700 La Mirada Boulevard
La Mirada, California 90638

- 10. SFS shall defend, indemnify and hold harmless LM, its officers, employees and agents, against any losses, liability or damages, including actual and reasonable litigation expenses, to the extent that such losses, liability or damages arise from or relate to the negligent or willful acts of omissions of SFS, its officers, employees or agents, in the performance of this Agreement.
- 11. LM shall defend, indemnify and hold harmless SFS, its officers, employees and agents, against any losses, liability or damages, including actual and reasonable litigation expenses, to the extent that such losses, liability or damages arise from or relate to the negligent or willful acts of omissions of LM, its officers, employees or agents, in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

CITY OF LA MIRADA

CITY OF SANTA FE SPRINGS

By: *Thomas E. Robinson*
Printed Name: Thomas E. Robinson
Title: City Manager

By: *Thaddeus McCormack*
Printed Name: Thaddeus McCormack
Title: City Manager

ATTEST:
Ahe Haskin
Title: City Clerk

ATTEST:
Arute Jimenez
Title: Deputy City Clerk

EXHIBIT A
SUMMARY OF ESTIMATED PROJECT COSTS
VALLEY VIEW AVENUE UNDERPASS

	<u>Estimated Cost of Work</u>	<u>Reserved for Contingencies</u>	<u>Total Estimated Project Cost</u>
Civil Construction	\$ 40,863,000	\$ 6,411,000	\$ 47,274,000
Design & Project Mgmt	\$ 3,647,000	\$ 353,000	\$ 4,000,000
Construction Mgmt & Support	\$ 4,450,000	\$ 850,000	\$ 5,300,000
Right-of-Way			
• Acquisition	\$ 5,058,000	\$ 3,778,000	\$ 8,836,000
• Support Costs	\$ 961,000	\$ 103,000	\$ 1,064,000
• Legal Costs	\$ 1,500,000	\$ 300,000	\$ 1,800,000
Work by BNSF	<u>\$ 6,003,000</u>	<u>\$ 900,000</u>	<u>\$ 6,903,000</u>
Total	\$ 62,482,000	\$12,695,000	\$ 75,177,000



CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

April 22, 2013

City of Santa Fe Springs
Attn: Noe Negrete, Public Works Director
11710 Telegraph Road
Santa Fe Springs, California 90670

RE: VALLEY VIEW GRADE SEPARATION PROJECT

Dear Mr. Negrete:

As you are aware, the City of Santa Fe Springs is operating as the lead agency with the City of La Mirada to complete the Valley View Grade Separation project. Pursuant to the cities' agreement, the City of La Mirada is responsible for making payments to the private property owners for right-of-way required for the project. The City of Santa Fe Springs is responsible for reimbursing La Mirada from federal and state funding sources dedicated for this project.

The La Mirada City Council approved a settlement agreement with Arnold N. Applebaum for the property located at 14830 Valley View Avenue in the amount of \$1,800,000. Some \$218,555 has already been reimbursed by Santa Fe Springs for the Court deposit. On behalf of the City, we are now requesting reimbursement of the balance of \$1,581,445 for the settlement, \$5,000 for the appraisal, and \$3,775 for the mediation for a total of \$1,590,220.

I have attached Invoice No. 2823 in the amount of \$1,590,220.00, which represents the balance of La Mirada's right-of-way expenditures incurred for the Valley View Grade Separation project. The expenditure detail and supporting documentation is also attached for your review.

If you have any questions, please contact me or Senior Accountant Melissa Pascual at (562) 943-0131.

Sincerely,

CITY OF LA MIRADA

Jeff Boynton
Deputy City Manager

cc: Melissa Pascual, Senior Accountant



City of La Mirada
13700 La Mirada Blvd.
La Mirada, CA 90638

Invoice

Invoice Date	Invoice No.
04/18/2013	2823
Customer Number	
4235	
Invoice Total Due	
1,590,220.00	

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670-3679

FOR/LOCATION
VALLEY VIEW GRADE PROJECT

Description	Orig Bill	Adjusted	Paid	Amount Due
VALLEY VIEW GRADE PROJECT QTY 1.00 @ 1590220.00 PER EACH	1590220.00	.00	.00	1590220.00
2 Weeks				INVOICE TOTAL DUE 1,590,220.00

Please make checks payable to City of La Mirada. Thank You.

04/18/2013 15:14
mpascual

CITY OF LA MIRADA
VALLEY VIEW GRADE PROJECT

PG 1
glytbdud

FOR 2013 13

JOURNAL DETAIL 2013 1 TO 2013 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30144456 5632 C7005 INSPECTION	0	0	5,000.00	.00	.00	-5,000.00	100.0%*
2013/07/000005 01/02/2013 API	5,000.00 VND 007241 VCH		CALLANAN, ROGERS			APPRAISAL COSTS FOR VV GRADE	3549228
30144456 5641 C7005 RIGHT WAY	0	1,581,445	1,585,220.00	.00	.00	-3,775.00	100.2%*
2013/03/000094 09/04/2012 API	3,775.00 VND 006821 VCH		JAMS, INC.			VALLEY VIEW GRADE SEPARATION	3547948
2013/09/000076 03/20/2013 API	1,581,445.00 VND 007241 VCH		CALLANAN, ROGERS			STIPULATION FOR JUDGEMENT	3550105
TOTAL SPECIAL PROJECTS	0	1,581,445	1,590,220.00	.00	.00	-8,775.00	100.6%
TOTAL GENERAL CAPITAL IMPROVEMENT	0	1,581,445	1,590,220.00	.00	.00	-8,775.00	100.6%
TOTAL EXPENSES	0	1,581,445	1,590,220.00	.00	.00	-8,775.00	
GRAND TOTAL	0	1,581,445	1,590,220.00	.00	.00	-8,775.00	100.6%

** END OF REPORT - Generated by Melissa Pascual **

City Account City of La Mirada CA	Invoice Date 12/18/2012	Invoice Number 54401	Invoice Description APPRAISAL COSTS FOR VV GRADE	PO Number 1727	Net Invoice Amount 5,000.00
	Vendor No. 7241	Vendor Name CALLANAN, ROGERS & DZIDA IN CLIENT		Check No. 3549228	Check Date 01/09/2013
			Check Amount 5,000.00		

City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638
 City Account



Vendor Number	Check Date	Check Number
7241	01/09/2013	3549228

\$ 5,000.00

Pay Five Thousand Dollars and 00 cents *****

To The Order Of
 CALLANAN, ROGERS & DZIDA IN CLIENT
 ARNOLD N. APPLEBAUM & SSDI

**FILE COPY
 NON-NEGOTIABLE**

AP



City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638

FORWARDING SERVICE REQUESTED

3549228

CALLANAN, ROGERS & DZIDA IN CLIENT
 ARNOLD N. APPLEBAUM & SSDI
 800 SOUTH FIGUEROA ST.
 SUITE 1100
 90017-2521



City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638

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FINANCE DEPT/ONLY
 13700 LA MIRADA BLVD
 ATTN: CHRIS SANTANA
 LA MIRADA, CA 90638

FOR CITY USE ONLY

Purchase Order Number:		00001727-00	
Invoice Number		Amount	
		5000	00
I hereby certify that the goods or services specified and enumerated above have been received or performed and that the quantities and qualities thereof are in accordance with those ordered.			
Department Authorization		Date	

DATE
PREPARED

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CALLANAN, ROGERS & DZIDA IN CLIENT TRUST F
 800 SOUTH FIGUEROA ST
 SUITE 1100
 90017-2521

**Make sure
 full name prints
 out on check correctly*

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CITY HALL
 13700 LA MIRADA BLVD.
 LA MIRADA, CA 90638

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				00002132		MUSA	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
12/13/12	007241				FINANCE DEPARTMENT		
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price			
001	APPRAISAL FEES FOR APPLEBAUM AND SSDI 30144456-5632-C7005	1.00 5,000.00	5000.00000	5,000.00			
	PO Expiration Date 06/30/2013		PO Total	5,000.00			

PAID

VENDOR - PLEASE NOTE:

Do not substitute on this order without prior authorization.
 Sales Tax: Show on invoice as a separate item. Do not include in price.
 Excise Tax: City is exempt from excise tax. Exemption certificate completed upon request.
 Itemized packing slip must accompany each delivery.
 Separate invoices for each order required.
 Payment terms are net 30.

Department Verification Copy - Return to Finance when order is complete

**CITY
REQUEST FOR CHECK**

VENDOR NO. 17041

MAKE CHECK
TO

DATE 12/4/2012 17:02

ADDRESS CALLANAN, ROGERS AND DZIDA, LLP IN
CLIENT TRUST FOR ARNOLD N.
APPLEBAUM AND SOLID STATE DEVICES,
PHONE NUMBER INC,

DESCRIPTION	Fund	Dept	Object	Program	Amount
APPRAISAL FOR VALLEY VIEW GRADE SEP. PROJECT	30144456		5641	07005	5,000.00
TOTAL					5,000.00
Mail <input type="checkbox"/> Will Call <input type="checkbox"/> M. PASCUAL Prepared by: M. PASCUAL <i>[Signature]</i> Approved by: <i>[Signature]</i>					

Attach Supporting Documentation

[Faint stamp]

w-9 IS ATTACHED.

Melissa Pascual

From: Jeff Boynton
Sent: Tuesday, December 04, 2012 3:36 PM
To: Melissa Pascual
Subject: FW: Applebaum -- Appraisal Fees; Jury Fees
Attachments: Invoice For Appraisal Services.pdf

Melissa,

The payment for the first item (appraisal) is \$5,000. See the email chain for backup. Also, let me know when it's been sent so I can notify our attorney. We'll also need to seek reimbursement from SFS.

Please disregard the second point. I'll have the law firm pay directly then request reimbursement from us.

Thanks,

Jeff

From: Michael F. Yoshiba [<mailto:MYoshiba@rwglaw.com>]
Sent: Tuesday, December 04, 2012 9:27 AM
To: Jeff Boynton
Subject: FW: Applebaum -- Appraisal Fees; Jury Fees

Jeff:

1. Here is the invoice from Dzida. Payee is "Callanan, Rogers & Dzida, LLP in client trust for Arnold N. Applebaum & Solid State Devices, Inc." And if you send it to him directly, please send me a confirmation of payment.
2. I will need a \$450 check for jury fees for three parties (City, Applebaum & SSDI) by December 14th if possible. The check is made out to: "Los Angeles County Superior Court". I need to deposit the funds and then file a notice of deposit by December 30th.

Thanks,

Mike

From: Joseph Dzida [<mailto:jdzida@crdattorneys.com>]
Sent: Monday, December 03, 2012 12:13 PM
To: Michael F. Yoshiba
Subject: Applebaum -- Appraisal Fees; Jury Fees

Michael:

Attached is our appraiser Stein's invoice for his fees and charges. Of course, we have appraiser Trout's expenses in addition to that.

The Stein invoice reflects a \$2500 payment already made to him by the client. Under Code of Civil Procedure section 1263.025, the government must pay appraisal costs up

to \$5,000. Since the total appraisal costs exceed the \$5,000 please immediately remit payment of \$5,000 as required by law.

In addition, under Code of Civil Procedure section 631.5, the government must post and pay jury fees. Please timely do so.

Regards,

Joe Dzida

Joseph S. Dzida
Callanan, Rogers & Dzida, LLP
800 South Figueroa Street, Suite 1100
Los Angeles, California 90017-2521

Phone: 213-699-7695

Fax: 213-699-7696

Cell: 310-780-0902

E-mail: jdzida@crdattorneys.com

Websites: www.crdattorneys.com; www.eminentdomainlegal.com

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

PAID

Stein Valuation

1023 N. Hollywood Way, Suite 102
Burbank, CA 91505
Phone: 818-907-1556
Fax: 818-474-7581

INVOICE

DATE:
November 27, 2012

INVOICE #
4391111

Bill To:
Mr. Joseph S. Dzida
Partner
Callanan, Rogers & Dzida, LLP
Suite 1100
800 South Figueroa Street
Los Angeles, California 90017-2521

For:
Appraisal Services

DESCRIPTION	AMOUNT
Appraisal of Property Located at 14830 Valley View Avenue, La Mirada, CA	\$5,000
Paid	-\$2,500
<i>By Law - HAVE TO PAY <u>BASED</u></i>	
	PAID
Balance Due	\$2,500

THANK YOU FOR YOUR BUSINESS!

TL Set up file ^{copy} Organizational documents. I have folder on AAA with many other e-mail attachments to go in file. I also need a computer folder for this in TSD See me.



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0458652125
Jun 24, 2009 LTR 147C
80-0428922

CALLANAN ROGERS & DZIDA LLP
CHARLES CALLANAN PTR
800 S FIGUEROA ST 12TH FL
LOS ANGELES CA 90017

Taxpayer Identification Number: 80-0428922.

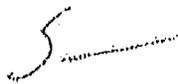
Form(s): 147C

Dear Taxpayer:

This letter is in response to your telephone inquiry of June 24th, 2009.

Your Employer Identification Number (EIN) is 80-0428922. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely, 

Stephen Williams
94-30617
Customer Service Representative

City Account	Invoice Date	Invoice Number	Invoice Description	PO Number	Net Invoice Amount	
	08/29/2012	0002674116-2	VALLEY VIEW GRADE SEPARATION	711	3,775.00	
City of La Mirada CA	Vendor No.	Vendor Name		Check No.	Check Date	Check Amount
	6821	JAMS, INC.		3547948	09/12/2012	3,775.00

City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638
 City Account



Vendor Number: 6821
 Check Date: 09/12/2012
 Check Number: 3547948

\$ 3,775.00

Pay Three Thousand Seven Hundred Seventy Five Dollars and 00 cents *****

To The Order Of JAMS, INC.

**FILE COPY
 NON-NEGOTIABLE**

AP



City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638

FORWARDING SERVICE REQUESTED

3547948

JAMS, INC.
 P.O. BOX 512850
 LOS ANGELES, CA 90051-0000



City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638

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FINANCE DEPT/ONLY
 13700 LA MIRADA BLVD
 ATTN: CHRIS SANTANA
 LA MIRADA, CA 90638

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JAMS, INC.
 P.O. BOX 512850
 LOS ANGELES, CA 90051

FOR CITY USE ONLY

Purchase Order Number:		00000711-00
Invoice Number:	0002674110-200	Amount: 3,775 ✓
I hereby certify that the goods or services specified and enumerated above have been received or performed and that the quantities and qualities thereof are in accordance with those ordered.		Date: 8-27-12
Department Authorization		Date

FOR CITY USE ONLY

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CITY HALL
 13700 LA MIRADA BLVD.
 LA MIRADA, CA 90638

PAID

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference	
714-937-8239		00000921	LETICIA REVILLA	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/23/12	006821			ADMINISTRATION
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price
001	VALLEY VIEW GRADE SEPARATION - LEGAL DISPUTE 30144456-5641-C7005	1.00 Each	3775.00000	3,775.00
	PO Expiration Date 06/30/2013		PO Total	3,775.00
CITY OF LA MIRADA ADMINISTRATIVE SERVICES				
AUG 27 2012				
ACCOUNTS PAYABLE				

VENDOR - PLEASE NOTE:

Do not substitute on this order without prior authorization.
 Sales Tax: Show on invoice as a separate item. Do not include in price.
 Excise Tax: City is exempt from excise tax. Exemption certificate completed upon request.
 Itemized packing slip must accompany each delivery.
 Separate invoices for each order required.
 Payment terms are net 30

Department Verification Copy - Return to Finance when order is complete



THE RESOLUTION EXPERTS®

INVOICE

Invoice Date
08/10/12

Invoice Number
0002674116-200

To: Michael Yoshiha, Esq.
Richards, Watson & Gershon
355 S. Grand Ave.
40th Floor
Los Angeles, CA 90071-3101

Reference #: 1200046316 MCC
Billing Specialist: Janell Lo
Telephone: (949) 224-4664
Employer ID: 68-0542699

RE: City of La Mirada vs. Applebaum, Arnold, et al.
Representing: City of La Mirada
Hearing Type: Mediation

Neutral(s): Hon. Edward Wallin (Ret.)

Rep# 2

Date/Time	Description	Hours	Total Billed	Parties Billed	Your Share
-----------	-------------	-------	--------------	----------------	------------

12/06/12 9:00:00AM	Hon. Edward Wallin (Ret.) Session Time	8.00	7,000.00	2	3,500.00
-----------------------	---	------	----------	---	----------

08/10/12	Case Management Fee				275.00
----------	---------------------	--	--	--	--------

PAID

Fees 3,775.00

Total \$ 3,775.00

Outstanding Balance as of 08/10/12 \$ 3,775.00

Payment due upon receipt. Please make checks payable to JAMS, Inc. and mail to:
P.O. Box 512850

Los Angeles, CA 90051-0850

Invoice total is based on the fee split agreed upon by all parties.

If the case cancels or continues, fees are due per our cancellation and continuance policy.



NOTICE TO ALL COUNSEL
(Please see Service List)

August 9, 2012

RE: City of La Mirada vs. Applebaum, Arnold, et al.
Reference #: 1200046316

Dear Counsel:

Thank you for choosing JAMS as your dispute resolution provider. This letter will confirm that your mediation has been scheduled as follows:

DATE: December 6, 2012 at 9:00 AM for 8 hours

PLACE: JAMS
500 N. State College Blvd.
14th Floor
Orange, CA 92868

NEUTRAL: Hon. Edward J. Wallin (Ret.)

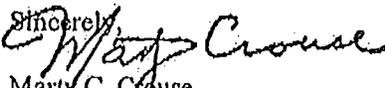
Briefs or other documents may be sent to the neutral at 500 N. State College Blvd., 14th Floor, Orange, CA 92868 by 11/29/12. It is important that the representatives who have the complete settlement authority attend the mediation session.

If monies are outstanding, enclosed is an invoice for your share of the fees. Please mail your payment to JAMS at the PO Box number located on the bottom of the invoice. If additional research or session time is incurred, another invoice will be sent to you at the conclusion of the session.

If fees are not paid by all parties by 11/22/12, JAMS may cancel your mediation. Should your session be canceled for failure to pay, JAMS will notify all parties in writing.

If reserved time is canceled or continued by any party after the cancelation deadline, JAMS will make every attempt to reschedule the neutral's time with another matter. However, if JAMS cannot reschedule, the party canceling or continuing the mediation is responsible for all fees associated with the reserved time.

If you have any questions, please contact me directly at 714-937-8239. We look forward to working with you.

Sincerely,

Marty C. Crouse
Case Manager
mcrouse@jamsadr.com
Fax# 714-939-8710



General Fee Schedule

Hon. Edward J. Wallin (Ret.)

PROFESSIONAL FEES

Daily Rate \$7,000	Half Day Rate \$4,000
Includes all session time on the scheduled day and up to 2 hours of reading and research time.	Includes up to 4 hours of session time on the scheduled day and up to 1 hour of reading and research time.

- Other professional time, including additional session time, pre and post session reading and research, and conference calls, will be billed at \$650 per hour.
- All Motion Hearings (1 – 3 hours) - \$650 per hour.

NON-REFUNDABLE CASE MANAGEMENT FEE

- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.
- The Case Management Fee is reassessed on cases that continue beyond originally scheduled professional time.
- Professional fees include time spent for sessions and pre- and post-sessions reading and research time.

Mediations

<i>One day is defined as 10 hours of professional time</i>	<i>Fee</i>
1-3 days.....	\$275 per party, per day
Time in excess of initial 30 hours.....	10% of professional fees

Discovery, Court Reference and Contract Matters

<i>One day is defined as 10 hours of professional time</i>	<i>Fee</i>
1-3 days.....	\$400 per party, per day
Time in excess of initial 30 hours.....	10% of professional fees

Construction Defect Matters

<i>One day is defined as 10 hours of professional time</i>	<i>Fee</i>
1 day or less.....	\$150 per party
Time in excess of initial 10 hours.....	10% of professional fees

Arbitrations

See neutral's individual arbitration fee schedule.

CANCELLATION/CONTINUANCE POLICY

	<i>Cancellation/Continuance Period</i>	<i>Fee</i>
1 day or less.....	14 days or more prior to session.....	100% REFUNDABLE, except for time incurred
2 to 5 days.....	30 days or more prior to session.....	100% REFUNDABLE, except for time incurred
6 to 10 days.....	45 days or more prior to session.....	100% REFUNDABLE, except for time incurred
More than 10 days.....	60 days or more prior to session.....	100% REFUNDABLE, except for time incurred
Sessions of any length.....	Inside the cancellation/continuance period.....	NON-REFUNDABLE

- Unused session time is non-refundable.
- Session fees are non-refundable if time scheduled (or a portion thereof) is cancelled or continued within the cancellation period unless the Neutral's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party causing the continuance or cancellation is responsible for the fees of all parties.
- A retainer for anticipated preparation and follow-up time is billed to the parties. Any unused portion is refunded.
- All fees are due and payable upon receipt of invoice and payment must be received in advance of session. JAMS reserves the right to cancel your session if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

SERVICE LIST

Case Name: City of La Mirada vs. Applebaum, Arnold, et al.

Hear Type: Mediation

Reference #: 1200046316

Case Type: Real Estate/Real Property (

Panelist: Wallin, Edward J.,

Regina Danner

Richards, Watson & Gershon

Regina Danner

Plaintiff

355 S. Grand Ave.

Phone: 213-626-8484

40th Floor

Fax: 213-626-0078

Los Angeles, CA 90071-3101

RDanner@rwglaw.com

Party Represented:

City of La Mirada

Joseph S. Dzida

Callahan, Rogers & Dzida, LLP

Joseph S. Dzida

Defendant

800 S. Figueroa St., Suite 1100

Phone: 213-5997595

Los Angeles, CA 90017

Fax: 213-599-7596

jdzida@crdattorneys.com

Party Represented:

Arnold N. Applebaum

Solid State Devices, Inc.

Maricela E. Marroquin

Richards, Watson & Gershon

Maricela E. Marroquin

Plaintiff

355 S. Grand Ave.

Phone: 213-626-8484

40th Floor

Fax: 213-626-0078

Los Angeles, CA 90071-3101

mmarroquin@rwglaw.com

Party Represented:

City of La Mirada

Michael Yoshiba

Richards, Watson & Gershon

Michael Yoshiba

Plaintiff

355 S. Grand Ave.

Phone: 213-626-8484

40th Floor

Fax: 213-626-0078

Los Angeles, CA 90071-3101

myoshiba@rwglaw.com

Party Represented:

City of La Mirada

City Account City of La Mirada CA	Invoice Date	Invoice Number	Invoice Description	PO Number	Net Invoice Amount	
	03/14/2013	56072	STIPULATION FOR JUDGEMENT	2383	1,581,445.00	
	Vendor No.	Vendor Name		Check No.	Check Date	Check Amount
	7241	CALLANAN, ROGERS & DZIDA IN CLIENT		3550105	03/27/2013	1,581,445.00

City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638
 City Account



Vendor Number	Check Date	Check Number
7241	03/27/2013	3550105

\$1,581,445.00

Pay One Million Five Hundred Eighty One Thousand Four Hundred Forty Five Dollars and 00 cents *****

To The Order Of **CALLANAN, ROGERS & DZIDA IN CLIENT
 ARNOLD N. APPLEBAUM & SSDI**

**FILE COPY
 NON-NEGOTIABLE**

AP



City of La Mirada
 13700 La Mirada Blvd.
 La Mirada, CA 90638

FORWARDING SERVICE REQUESTED

3550105

CALLANAN, ROGERS & DZIDA IN CLIENT
 ARNOLD N. APPLEBAUM & SSDI
 800 SOUTH FIGUEROA ST.
 SUITE 1100
 , 90017-2521

CITY
REQUEST FOR CHECK

VENDOR NO. _____

MAKE CHECK
TO

CALLANAN, ROGERS AND DZIDA, LLP

DATE 3/6/2013 10:11

ADDRESS _____
PHONE NUMBER _____

DESCRIPTION	Fund	Dept	Object	Program	Amount
VALLEY VIEW GRADE					1,581,445.00
SETTLEMENT FOR APPLEBAUM					
TOTAL					1,581,445.00
Mail <input type="checkbox"/> Will Call <input type="checkbox"/>		Prepared by: <i>M</i>		Approved by: <i>[Signature]</i>	
M. PASCUAL		M. PASCUAL			

Attach Supporting Documentation

OK TO PAY
REQ # 2840

PAID

5/c

1 RICHARDS, WATSON & GERSHON
A Professional Corporation
2 REGINA N. DANNER (Bar No. 137210)
rdanner@rwglaw.com
3 MICHAEL F. YOSHIBA (Bar No. 177301)
myoshiba@rwglaw.com
4 MARICELA E. MARROQUIN (Bar No. 232321)
mmarroquin@rwglaw.com
5 355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
6 Telephone: 213.626.8484
Facsimile: 213.626.0078

7 Attorneys for Plaintiff
8 CITY OF LA MIRADA

PAID

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

12 CITY OF LA MIRADA,
13 Plaintiff,
14 vs.

15 ARNOLD N. APPLEBAUM, SOLID
STATE DEVICES, INC.; DOES 1
16 THROUGH 100, inclusive, and ANY AND
ALL PERSONS UNKNOWN HAVING
17 OR CLAIMING TO HAVE ANY TITLE
OR INTEREST IN OR TO THE
18 PROPERTY SOUGHT TO BE
CONDEMNED HEREIN,

19 Defendants,
20

Case No. BC 425738

STIPULATION FOR JUDGMENT IN
CONDEMNATION

[Exempt from filing fees pursuant to Govt. Code § 6103]

[APN 8069-009-021]

Assigned for All Purposes To Honorable
Alan S. Rosenfield

Action Filed: November 10, 2009

21 WHEREAS the City of La Mirada ("City") seeks to acquire various interests as
22 described and depicted in Exhibit 1 attached to and incorporated by reference in this
23 Stipulation which include an approximate 2,925 square foot permanent roadway easement,
24 a 260 square foot permanent subsurface utility easement, a 9,747 square foot temporary
25 construction easement ("TCE1"), with a term of forty-four months from the date of
26 possession (expiring on June 1, 2014), and an approximate 5,669 square foot temporary
27 construction easement ("TCE2"), with a term of forty-nine months from the date of
28 possession (expiring on November 1, 2014) (collectively, "Subject Property Interests"),

all

2

1 from the real property commonly known as 14830 Valley View Avenue, in the City of La
2 Mirada, California, and identified as Los Angeles County Tax Assessor's Parcel Number
3 8069-009-021 ("Property");

4 WHEREAS the City contends that the Subject Property Interests sought by the City
5 are necessary to improve safety and traffic flow along that portion of Valley View Avenue
6 that is interrupted by the existing at-grade BNSF railroad crossing. The City further
7 contends that this project will increase the separation between trains and motor vehicle
8 traffic. In addition, the City further anticipates that the proposed project will reduce air and
9 noise pollution emanating from idling vehicles waiting for trains to pass through at-grade
10 crossings and will reduce noise pollution created by train horn and warning signals,
11 ("Project");

12 WHEREAS Defendant Arnold N. Applebaum warrants that he is the only person
13 entitled to compensation paid herein for the Property and the Subject Property Interests; and
14 WHEREAS Defendant Solid State Devices, Inc. (of which defendant Applebaum is
15 controlling shareholder and president) rents the Property from Applebaum, operates its
16 Wafer Fab business on it, and seeks compensation for its alleged lost or damaged business
17 goodwill;

18 WHEREAS following a notice by publication, an entry of default has been taken
19 against Defendant ANY AND ALL PERSONS UNKNOWN HAVING OR CLAIMING
20 TO HAVE ANY TITLE OR INTEREST IN OR TO THE PROPERTY SOUGHT TO BE
21 CONDEMNED HEREIN concerning the Property and the Subject Property Interests;

22 WHEREAS the City and Defendants Applebaum and Solid State Devices, Inc.
23 (collectively "Defendants Applebaum") have agreed to fully settle this action between them
24 pursuant to the Stipulation described herein.

25 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the City and
26 Defendants Applebaum that the Court enter the [Proposed] Judgment in Condemnation,
27 which is attached hereto as Exhibit "2" and incorporated herein by this reference, with a
28 copy concurrently lodged with the court.

[Handwritten signature] 12

RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

1 IT IS FURTHER STIPULATED THAT:

- 2 1. The total amount of monetary compensation to be paid in this action by the
3 City is the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), that sum
4 is an all-inclusive global settlement total (hereafter "Total Just Compensation").
5 \$700,000.00 of the Total Just Compensation is allocated to cover the just compensation of
6 defendant Applebaum's real estate interests taken by the City in the Property. The
7 remainder is allocated to cover the goodwill/damage of defendant Solid State Devices, Inc.
- 8 2. The City previously deposited the total amount of \$218,555.00 with the clerk
9 of the Court.
- 10 3. Defendants Applebaum obtained a prior order to withdraw funds on deposit
11 with the court in the amount of \$188,446.00 and a check was issued and cashed by
12 Defendants Applebaum in the amount of \$188,446.00. Furthermore, pursuant to court
13 order, an additional \$6,000 was withdrawn from the deposited funds for the benefit of
14 Defendants Applebaum. There is therefore \$24,109.00 remaining on deposit with the court.
15 The undersigned parties (through their counsel) have further stipulated to the withdrawal of
16 this remaining \$24,109.00 from the deposited funds. A court order has been issued
17 allowing this, which will be processed through the court's finance department.
- 18 4. The City and Defendants Applebaum will prepare and execute any other
19 documents necessary to promptly effectuate the release of the Twenty Four Thousand One
20 Hundred Nine Dollars (\$24,109.00) remaining on deposit (if it has not been released
21 already) to Defendants Applebaum, payable to "Callanan, Rogers & Dzida, LLP, Trust
22 Account for benefit of Applebaum Clients" and to be delivered to the legal counsel of
23 record for Defendants Applebaum c/o Callanan, Rogers & Dzida, LLP, attn: Joseph S.
24 Dzida, 800 S. Figueroa Street, Suite 1100, Los Angeles, CA 90017. Upon receipt of the
25 court-signed Judgment in Condemnation, the City will have 30 days to process payment of
26 the remaining Total Just Compensation, which equals the sum of One Million Five Hundred
27 Eighty One Thousand Four Hundred Forty Five Dollars (~~\$1,581,445~~) also made payable to
28 "Callanan, Rogers & Dzida, LLP, Trust Account for benefit of Applebaum Clients" and to

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1 be delivered to the legal counsel of record for Defendants Applebaum c/o Callanan, Rogers
2 & Dzida, LLP, attn: Joseph S. Dzida, 800 S. Figueroa Street, Suite 1100, Los Angeles, CA
3 90017.

4 5. Except as provided for in the remainder of this Stipulation with respect to
5 Future Damages pertaining to the Project, Defendants Applebaum expressly acknowledge
6 that said Total Just Compensation amount represents the full and final settlement of any and
7 all claims and rights arising from the City's permanent and temporary taking of the Subject
8 Property Interests, including, but not limited to, claims for just compensation for the
9 Subject Property Interests (including TCE1 but only through its expiration date of June 1,
10 2014 and including TCE2 but only through its expiration date of November 1, 2014) and
11 damage to the remainder property, loss of business goodwill, severance damages of any
12 type, inverse condemnation and precondemnation damage claims, ordinary costs, litigation
13 expenses, expert witness fees, attorneys fees, statutory interest, damage to improvements
14 pertaining to the realty, personal property damage, or any other damage claim or reason,
15 relating to the Project for which the Subject Property Interests are sought to be acquired or
16 to this action.

17 6. City shall maintain the Property's vehicular ingress and egress to/from Valley
18 View Avenue throughout Project construction, including access so that Air Liquide trucks
19 may continue to service the business at the Property. Work potentially impacting the
20 Property's south driveway entrance and access to the south parking lot over the south
21 driveway entrance shall be coordinated with Defendants Applebaum (through Allan
22 Harrison, Wafer Fab manager) and shall be performed during off-business hours, including
23 nights and weekends, so as to maintain vehicular access at all times during business hours.
24 This Stipulation contemplates and allows that, where work potentially impacting the
25 Property's south driveway entrance cannot be completed during off-business hours, short
26 durations of access blockage for utility relocation and driveway construction may result.
27 The City and its contractors will use best efforts to minimize any planned disruption by
28 coordinating in advance with Defendants Applebaum (through Allan Harrison, Wafer Fab

Attk R

1 manager). Any such access blockage that cannot otherwise reasonably be avoided shall be
2 of sufficiently short duration, not to exceed one hour, so as not to unreasonably impair daily
3 business operations.

4 7. Future Damages. In the event that damage occurs in the future due to the
5 Project (including but not limited to damages, if any, due to interruption of access,
6 interruption of utilities, physical damage, vibration, dust, and/or shutdown of operations at
7 the Wafer Fab), any claims for such damages will be addressed and resolved under the
8 following procedures:

- 9 (a) After learning of the claimed damage, Defendants Applebaum will
10 promptly notify the City of the claimed damage so that City will have
11 an opportunity to mitigate the damage, if possible, through (a) the
12 City's construction management office at AECOM 14545 Valley View
13 Avenue, Suite R, Santa Fe Spring, CA 90670 (562) 926-6334, (323)
14 855-1670; attn: Mr. Peter Ho, and (b) the City of La Mirada, 13700 La
15 Mirada Boulevard, California 90638, (562) 943-0131, attn: Mr. Jeff
16 Boynton.
- 17 (b) If the claimed damage is not alleviated by the City or its contractors
18 within one day of such notice, Defendants Applebaum may request
19 compensation for such claimed damages by filing a written claim (not
20 a formal claim under the Tort Claims Act) with the City no later than
21 60 days after providing notice under subparagraph (a) above.
- 22 (c) Each such claim shall be promptly reviewed by the City and paid or
23 compromised if possible. If the parties cannot agree on compensation,
24 the issue will be promptly mediated before a retired judge or mediator
25 mutually agreed to by the parties. If the mediation is unsuccessful, the
26 issue will be resolved in binding arbitration before a retired judge
27 mutually agreed to by the parties. The mediator and arbitrator will be
28 selected from the then current panel of JAMS at JAMS 500 N. State

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1 College Blvd, 14th Floor, Orange, CA 92868. If the parties cannot
2 agree on a mediator or arbitrator, the court shall appoint one for them.
3 Further discovery shall be permitted only as ordered by the arbitrator,
4 with due regard for the fact that the parties have completed discovery
5 and have adopted arbitration as a post-judgment method of dispute
6 resolution to avoid the expenditure of time and money normally
7 involved in litigation and discovery in a civil action. The mediation
8 and arbitration costs are to be split between the City and Defendants
9 Applebaum with each party bearing their own attorney fees and
10 expenses.

11 (d) The City shall get credit of \$481,445.00 against any real property
12 damage claims and credit of \$1,100,000.00 against any loss of
13 business goodwill claims brought by Defendants Applebaum.

14 8. The Parties further agree that if the City were to desire to extend the term of
15 any of the temporary construction easements identified above, such extension or extensions
16 will be conditioned upon additional payment on the following terms: the City will pay
17 Defendants Applebaum \$1500 per month (and if applicable a prorated amount based upon a
18 30-day month) for the actual extended term of TCE1 up to a maximum of five months
19 (Expiring on November 1, 2014). Any additional extension beyond November 1, 2014, of
20 TCE1 or TCE2 will be conditioned upon payment of \$2500 per month for each easement so
21 extended (and if applicable a prorated amount based upon a 30-day month) for the actual
22 extended term. The Parties further agree that any extension to the terms of the temporary
23 construction easements cannot go beyond May 1, 2015. Upon expiration of the term of the
24 TCE's, including any extension to such term, the City shall return the TCE property
25 reasonably to the condition it was in before the Project.

26 9. In regard to the provisions of paragraph 7 above regarding Future Damages,
27 Defendants Applebaum shall allow City to take interior photos of all interior building areas
28 for future reference and use in verifying damage claims brought by said Defendants

1 Applebaum. The interior photos will be used for comparison reference to all future
2 physical damage claims hereafter. The photos will be kept by counsel for Defendants
3 Applebaum in a sealed envelope and shall only be used for evaluation of Defendants
4 Applebaum's future physical damage claims. Copies shall be promptly provided by the
5 City to Defendants Applebaum (through Allan Harrison, said Defendants' Wafer Fab
6 Manager.

7 10. Except for claims regarding Future Damages, the entry of the Final Order of
8 Condemnation (after full payment of the Total Just Compensation) shall constitute the
9 waiver and release by Defendants Applebaum of any and all claims against City, its
10 officials, agents, contractors, and employees in connection with the Subject Property
11 Interests or this eminent domain proceeding that were asserted or could have been asserted
12 in this proceeding other than the duties and obligations created by this Stipulation. The
13 provisions of this Stipulation pertaining to Future Damages shall survive the filing of this
14 Stipulation, entry of Judgment pursuant to this Stipulation, and entry or recording of any
15 Final Order of Condemnation in this case.

16 11. The parties stipulate that the date of possession started on October 1, 2010.

17 12. The parties stipulate that TCE1 shall expire on June 1, 2014, and TCE2 will
18 expire on November 1, 2014, unless extended as set forth above in paragraph 8.

19 13. Defendants Applebaum warrant that they are not aware of any unpaid real
20 property taxes, penalties or costs due on the Subject Property Interests for the period ending
21 October 1, 2010, the date of possession, and hereby promises to indemnify City in the
22 amount of any such unpaid taxes and penalties or any legal fees and costs incurred by City
23 in connection with any such unpaid taxes and penalties.

24 14. Defendants Applebaum further warrant that they are not aware of any other
25 person or entity with any right or entitlement, by lien or otherwise, to the Subject Property
26 Interests or to the compensation awarded in this proceeding for the Subject Property
27 Interests. Specifically, and without limitation, Defendants Applebaum warrant and agree:

28 ///

- 1 a. That they will not further encumber the Subject Property Interests or
2 allow the Subject Property Interests to be further encumbered before
3 entry of the Final Order of Condemnation in this action,
4 b. That neither this Stipulation nor anything it requires or provides,
5 including the transfer of the Subject Property Interests to the City,
6 violates or will violate any contract, agreement, or instrument to which
7 Defendants Applebaum are a party, or that affects the Property, and
8 that conveyance of the Subject Property Interests to the City does not
9 require consent of any person who is not a party to this Stipulation.
10 c. That they do not know of any pending, threatened, or potential
11 litigation, action, or proceeding against Defendants Applebaum or any
12 other party before any court or administrative tribunal which is in any
13 way related to the Property, except for this action pending as Los
14 Angeles County Superior Court Case No. BC 425738.
- 15 15. Each party shall bear its own litigation expenses, including but not limited to
16 all attorney's fees, appraisers' fees, expert witness fees, and any and all other fees or costs
17 of any nature, including costs set forth in Code of Civil Procedure Section 1033.5.
- 18 16. All taxes, penalties, and costs which are a lien on the Subject Property
19 Interests, including all taxes and assessments which are apportioned and imposed with
20 respect to any period after October 1, 2010, are hereby canceled pursuant to sections 4986
21 and 5081 of the Revenue and Taxation Code.
- 22 17. Defendants Applebaum shall be entitled to apply to the appropriate County
23 agency for reimbursement of any tax assessments pertaining to the Subject Property
24 Interests that were prepaid by or on their behalf for the tax assessment period beyond
25 October 1, 2010.
- 26 18. Except with respect to Future Damages as set forth above, each party to this
27 Judgment waives the right to move for a new trial and to all other post judgment
28 proceedings, including the right to appeal.

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1 19. The parties hereto have stipulated that a Statement of Decision and Notice of
2 Entry of Judgment and Notice of Entry of Final Order of Condemnation is hereby waived.

3 20. In effecting this Stipulation, each of the parties has had the opportunity to
4 receive full and complete legal advice about the provisions of this Stipulation, and each
5 signatory to the Stipulation certifies that he or she has read all of this Stipulation and that he
6 or she understands it. This Stipulation has been fully negotiated between the City and
7 Defendants Applebaum and shall be construed as if drafted by all parties to this Stipulation.

8 21. Except as otherwise set forth in this Stipulation and except for breach of any
9 terms or conditions contained in this Stipulation, Defendants Applebaum waive and forever
10 release the City including its successors, officers, employees, attorneys, agents,
11 representatives, and anyone acting on or for the City's behalf, of and from any and all
12 claims, demands, actions or causes of action, or liabilities, known or unknown, based upon
13 or arising in connection with the Second Amended Complaint in Eminent Domain herein,
14 the Project for which the City is acquiring the Subject Property Interests, construction in the
15 manner proposed by the plans, or from the City's acquisition of the Subject Property
16 Interests.

17 22. By such release, Defendants Applebaum waive any rights under California
18 Civil Code Section 1542, which provides, "A general release does not extend to claims
19 which the creditor does not know or suspect to exist in his or her favor at the time of
20 executing the release, which if known by him or her must have materially affected his or
21 her settlement with the debtor."

22 23. This Stipulation is made and executed, and is intended to be performed,
23 within the State of California, and is to be construed under California law.

24 24. If any provision of this Stipulation is held invalid, void, or unenforceable, the
25 remaining provisions shall nevertheless remain in full force and effect and shall not be
26 impaired or invalidated by the failed provision.

27 25. Notice will be promptly given to the Court of satisfaction of all the terms of
28 the Judgment in Condemnation.

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RENE RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

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26. The City and Defendants Applebaum agree that this Stipulation may be executed in counterparts, each of which shall be deemed on original instrument, and all, when taken together, shall constitute the Stipulation.

27. Under Code of Civil Proc. section 664.6 or any similar successor statute, the parties request and agree that the Los Angeles Superior Court retain jurisdiction to enforce the terms of this Stipulation and the settlement that it embodies until full performance of its terms.

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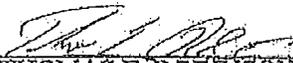
RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

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IT IS SO STIPULATED.

Dated: February 27, 2013

CITY OF LA MIRADA

By: 
THOMAS E. ROBINSON
City Manager

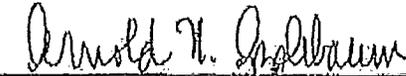
Dated: February 25, 2013

ARNOLD N. APPLEBAUM

By: 
Arnold N. Applebaum

Dated: February 25, 2013

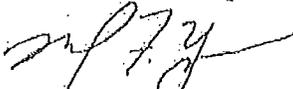
SOLID STATE DEVICES, INC

By: 
Arnold N. Applebaum
President

APPROVED AS TO FORM AND CONTENT

Dated: February 25, 2013

RICHARDS, WATSON & GERSHON
A Professional Corporation
REGINA N. DANNER
MICHAEL F. YOSHIBA
MARICELA E. MARROQUIN

By: 
MICHAEL F. YOSHIBA
Attorneys for Plaintiff
CITY OF LA MIRADA

Dated: February 25, 2013

CALLANAN, ROGERS & DZIDA, LLP

By: 
JOSEPH S. DZIDA
Attorneys for Defendants Arnold, N.
Applebaum and Solid State Devices, Inc.

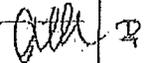


Exhibit 1

Old R

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Parcel: 05-28-1

Owner: Arnold N. Applbaum
APN: 8069-009-021

06/11/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Los Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed as Book 41819, Page 141, et seq. and Instrument No. 94-1163780 on 17 June 1994 of the Official Records, in the Office of the County Records of said County, and being more particularly described as follows:

Beginning at the centerline intersection of Valley View Avenue and Stage Road; thence

S 00° 33' 56" E, a distance of 223.13 feet along said centerline of Valley View Avenue; thence,

N 89° 24' 04" E, a distance of 50.00 feet to a point on the southerly line of the Burlington Northern Santa Fe Railway Right of Way and also being the TRUE POINT OF BEGINNING of the parcel herein described; thence,

S 55° 54' 21" E, a distance of 27.11 feet along said line of Railway Right of Way; thence

S 89° 23' 56" W, a distance of 10.54 feet to a point; thence,

S 00° 36' 04" E, a distance of 234.34 feet to a point; thence,

S 89° 23' 56" W, a distance of 11.75 feet to a point on said easterly right-of-way of Valley View Avenue; thence,

N 00° 36' 04" W, a distance of 249.77 feet along said easterly right-of-way of Valley View Avenue to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 2,925 square feet (0.0672 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.



B. M. Aragon
Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.

6-12-09
Date

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VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Parcel: 05-PB-1A

Owner: Arnold N. Applebaum
APN: 8059-037-021

06/11/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Los Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed as Book 41019, Page 141, a map, and Instrument No. 94-1163780 on 17 June 1994 of the Official Records, in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the easterly intersection of Valley View Avenue and Stage Road; thence

S 00° 33' 36" E, a distance of 228.48' feet along said easterly line of Valley View Avenue; thence,

N 89° 24' 04" E, a distance of 50.00 feet to a point on the easterly right-of-way line for Valley View Avenue, same being the TRUE POINT OF BEGINNING; thence,

N 89° 23' 36" E, a distance of 52.00 feet to a point; thence,

S 00° 36' 04" E, a distance of 5.00 feet to a point; thence,

S 89° 23' 36" W, a distance of 52.00 feet to a point on said easterly right-of-way of Valley View Avenue; thence,

N 00° 36' 04" W, a distance of 5.00 feet along said easterly right-of-way of Valley View Avenue to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 260 square feet (0.0060 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.



Benjamin M. Aragon
Benjamin M. Aragon, L.S. No. 8018
Wilson & Company, Inc.

6-12-09
Date

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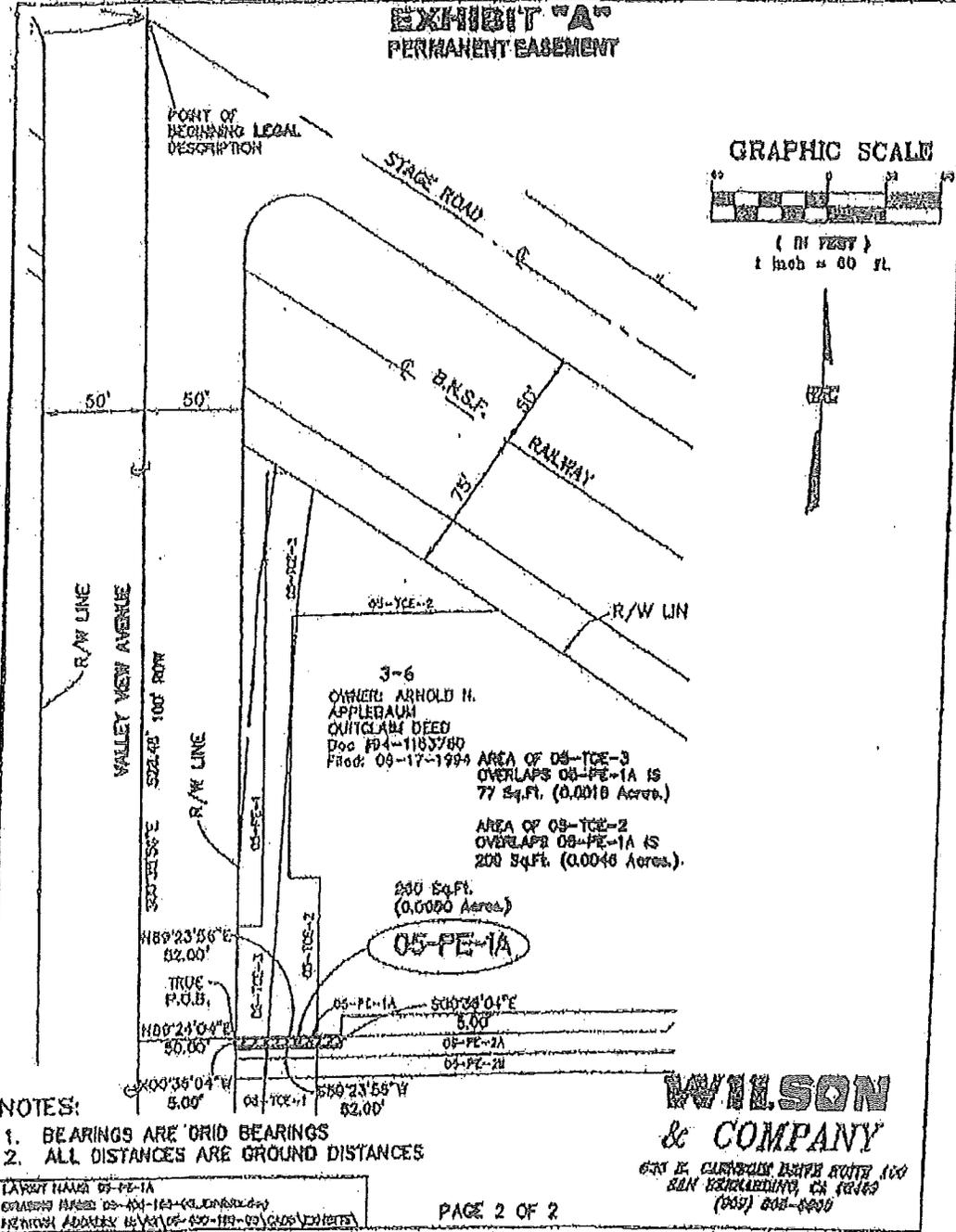
EXHIBIT "A"
PERMANENT EASEMENT

POINT OF BEGINNING LEGAL DESCRIPTION

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



3-6
OWNER: ARNOLD H. APPLEBAUM
QUINCLAND DEED
Doc #D4-1183780
Filed: 09-17-1994

AREA OF 05-TCE-3
OVERLAPS 05-PE-1A IS
77 Sq.Ft. (0.0018 Acres.)

AREA OF 05-TCE-2
OVERLAPS 05-PE-1A IS
200 Sq.Ft. (0.0046 Acres.)

200 Sq.Ft.
(0.0046 Acres.)

05-PE-1A

- NOTES:**
1. BEARINGS ARE GRID BEARINGS
 2. ALL DISTANCES ARE GROUND DISTANCES

LARRY HARRIS 05-PE-1A
ORANGE HILLS 05-PE-1A (CLONING)
PHONE NUMBER 651-05-000-111-05-000-000000

WILSON & COMPANY

630 E. CLAYTON DRIVE SUITE 100
SAN BERNARDINO, CA 92469
(909) 808-8800

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VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 03-TCE-2

Owner: Arnold N. Appibaum
APN: 0069-009-021

05/21/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Las Coyotas in the City of La Brea, County of Los Angeles, State of California, as shown upon a map filed as Book 41819, Page 141, et seq. and Instrument No. 94-1169749 on 17 June 1994 of the Official Records, in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the centerline intersection of Valley View Avenue and Stage Road; thence

S 00° 33' 56" E, a distance of 238.36 feet along said centerline of Valley View Avenue; thence,

N 89° 24' 04" E, a distance of 72.29 feet to a point on the southerly line of the Burlington Northern Santa Fe Railway Right of Way and also being the TRUE POINT OF BEGINNING of the parcel herein described; thence,

S 55° 54' 21" E, a distance of 131.64 feet along said southerly line of the said Burlington Northern Santa Fe Railway Right of Way line; thence,

S 89° 23' 56" W, a distance of 105.52 feet to a point; thence,

S 00° 36' 04" E, a distance of 185.00 feet to a point; thence,

N 89° 23' 56" E, a distance of 15.00 feet to a point; thence,

S 00° 36' 04" E, a distance of 85.00 feet to a point; thence,

S 89° 23' 56" W, a distance of 40.00 feet to a point on said easterly right-of-way of Valley View Avenue; thence,

N 00° 36' 04" W, a distance of 60.59 feet along said easterly right-of-way of Valley View Avenue to a point; thence,

N 89° 23' 56" E, a distance of 11.75 feet to a point; thence,

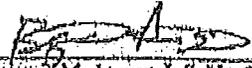
N 00° 36' 04" W, a distance of 234.34 feet to a point; thence,

N 89° 23' 56" E, a distance of 10.54 feet to the TRUE POINT OF BEGINNING of the parcel of land herein describe and containing 9,747 square feet (0.2238 acre), more or less.

Handwritten signature and initials

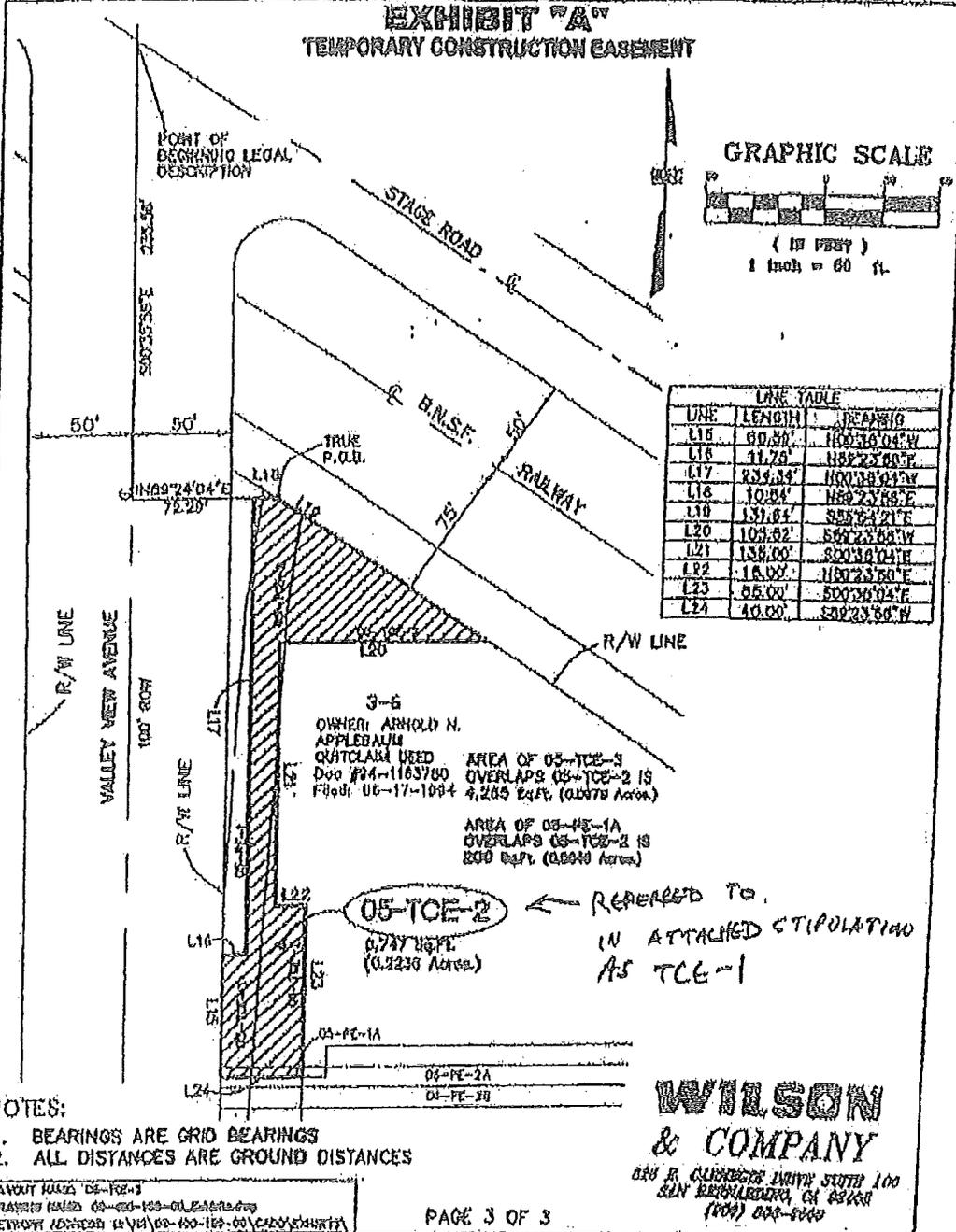
This real property Description was prepared by me or under my direction, in
conformance with the requirements of the Professional Land Surveyors Act.



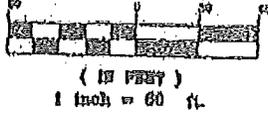

Benjamin M. Aragon, L.S. No. 8016
Wilton & Company, Inc.
7-24-27
Date

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EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT



GRAPHIC SCALE



LINE	LENGTH	BEARING
L15	60.50'	N00°36'04"W
L16	11.75'	N88°23'00"E
L17	83.34'	N00°36'04"W
L18	10.54'	N88°23'00"E
L19	137.64'	S85°23'21"E
L20	103.02'	S00°23'00"W
L21	134.00'	S00°30'04"E
L22	16.00'	N00°23'00"E
L23	85.00'	S00°30'04"E
L24	40.00'	S00°23'00"W

3-6
 OWNER: ARNOLD N.
 APPELBAUM
 ORITCLARA USED AREA OF 05-TC-3
 Doc #24-1163780 OVERLAPS 05-TC-2 IS
 Filed: 06-17-1984 4,245 sq.ft. (0.0978 Acres)
 AREA OF 05-PC-1A
 OVERLAPS 05-TC-2 IS
 800 sq.ft. (0.0183 Acres)

05-TC-2
 0.737 USFL
 (0.2230 Acres)

← REPEARED TO
 IN ATTACHED STIPULATION
 AS TCE-1

- NOTES:**
1. BEARINGS ARE GRID BEARINGS
 2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT MADE 05-PC-3
 GRANITE BUILT 05-03-199-01-2000-000
 NETWORK ADDRESS 1471105-00-100-00-000000000000

**WILSON
 & COMPANY**

600 R. CLAYTON DRIVE SUITE 100
 SAN RAFAEL, CA 94903
 (415) 882-5000

ma

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 05-TCB-3

Owner: Arnold N. Applebaum and Rosalie K. Applebaum
APN: 8069-009-021

03/13/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Los Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed as Book 41819, Page 141, et seq. and Instrument No. 94-1183780 on 17 June 1994 of the Official Records, in the Office of the County Records of said County, and being more particularly described as follows:

Beginning at the centerline intersection of Valley View Avenue and Stage Road; thence

S 00° 33' 56" E, a distance of 221.13 feet along said centerline of Valley View Avenue; thence,

N 89° 28' 04" E, a distance of 50.00 feet to a point on the easterly right-of-way line for Valley View Avenue and on the southerly line of Parcel 1, filed in Book 19634, Page 54 on 6 October 1942 in the Office of said County Recorder; thence,

S 53° 54' 21" E, a distance of 19.50 feet along said southerly line of Parcel 1 to the TRUE POINT OF BEGINNING of the parcel herein described; thence,

S 55° 34' 21" E, a distance of 22.53 feet along said line of Parcel 1; thence,

S 06° 25' 18" W, a distance of 52.40 feet to a point; thence,

S 02° 33' 07" W, a distance of 234.76 feet to a point; thence,

S 89° 23' 56" W, a distance of 15.28 feet to a point on said easterly right-of-way of Valley View Avenue; thence,

N 00° 36' 04" W, a distance of 86.56 feet along said easterly right-of-way of Valley View Avenue to a point; thence,

N 02° 33' 31" E, a distance of 149.85 feet to a point; thence,

N 06° 25' 18" E, a distance of 63.56 feet to the TRUE POINT OF BEGINNING of the parcel of land herein describe and containing 5,669 square feet (0.1301 acre), more or less.

AW D.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.




Benjamin M. Argon, L.S. No. 8016
Wilson & Company, Inc.

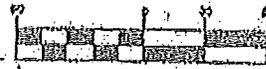
7-2-89
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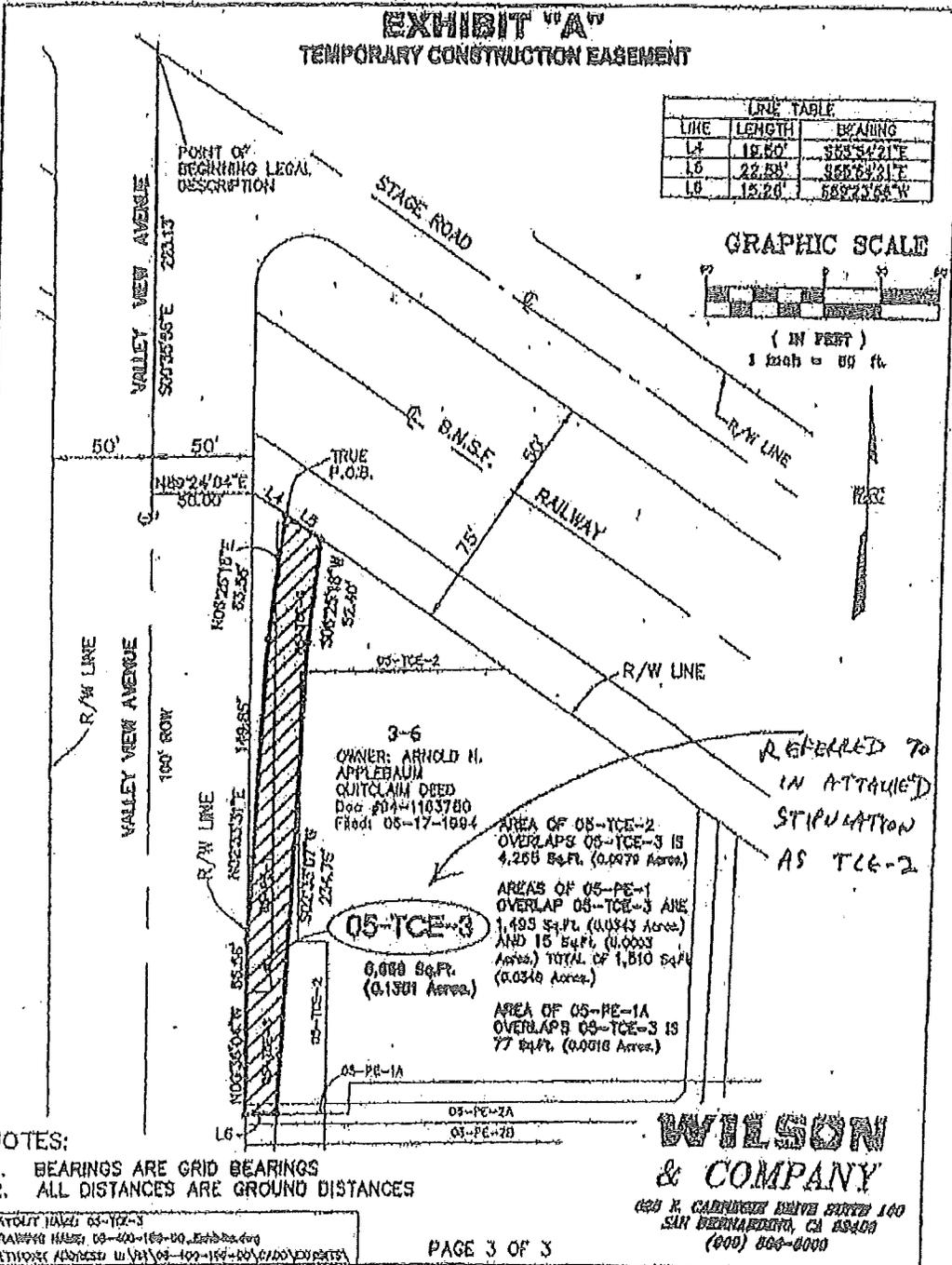
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L7	18.50'	S83°34'21"E
L8	22.53'	S66°54'31"E
L9	13.26'	S82°23'54"W

GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.



REFERRED TO
 IN ATTACHED
 STIPULATION
 AS TCE-2

- NOTES:
 1. BEARINGS ARE GRID BEARINGS
 2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT DRAW: OS-TCE-3
 DRAWING NUMBER: OS-200-102-00-Exhib A.dwg
 MATHEMATICAL ADDRESS: W/102-102-102-00/CAD/EXHIBITS

WILSON & COMPANY
 620 N. CALLETA DRIVE SUITE 100
 SAN BERNARDINO, CA 92409
 (909) 866-0000

Handwritten signature/initials

Exhibit 2

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6 Telephone: 213.626.8484
Facsimile: 213.626.0078

7 Attorneys for Plaintiff
8 CITY OF LA MIRADA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 CITY OF LA MIRADA,

13 Plaintiff,
14 vs.

15 ARNOLD N. APPLEBAUM, SOLID
STATE DEVICES, INC.; DOES 1
16 THROUGH 100, inclusive, and ANY AND
ALL PERSONS UNKNOWN HAVING
17 OR CLAIMING TO HAVE ANY TITLE
OR INTEREST IN OR TO THE
PROPERTY SOUGHT TO BE
18 CONDEMNED HEREIN,

19 Defendants.
20
21

Case No. BC 425738

**[PROPOSED] JUDGMENT IN
CONDEMNATION**

[Exempt from filing fees pursuant to Govt. Code § 6103]

[APN 8069-009-021]

Assigned for All Purposes To Honorable
Alan S. Rosenfield

Action Filed: November 10, 2009

22 HAVING READ the Stipulation for Judgment in Condemnation ("Stipulation")
23 between Plaintiff City of La Mirada ("City"), Defendants Arnold N. Applebaum and Solid
24 State Devices, Inc. ("Defendants Applebaum"), and good cause showing:

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that,

26 1. As described in the Stipulation, the City of La Mirada ("City") is acquiring an
27 approximate 2,925 square foot permanent roadway easement, a 260 square foot permanent
28 subsurface utility easement, a 9,747 square foot temporary construction easement

-1-
[Proposed] Judgment in Condemnation

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1 ("TCE1"), with a term of forty-four months from the date of possession (expiring on June
2 1, 2014, and an approximate 5,669 square foot temporary construction easement ("TCE2"),
3 with a term of forty-nine months from the date of possession (expiring on November 1,
4 2014) (collectively "Subject Property Interests"), from the real property commonly known
5 as 14830 Valley View Avenue, in the City of La Mirada, California, and identified as Los
6 Angeles County Tax Assessor's Parcel Number 8069-009-021 ("Property").

7 2. The City contends it is acquiring the Subject Property Interests because they
8 are necessary to improve safety and traffic flow along that portion of Valley View Avenue
9 that is interrupted by the existing at-grade BNSF railroad crossing. The City further
10 contends that this project will increase the separation between trains and motor vehicle
11 traffic. In addition, the City further anticipates that the proposed project will reduce air and
12 noise pollution emanating from idling vehicles waiting for trains to pass through at-grade
13 crossings and will reduce noise pollution created by train horn and warning signals.
14 ("Project"). Pursuant to the Stipulation, and subject to its terms, it is adjudged and
15 decreed that the City has the right to take the Subject Property Interests using the power of
16 eminent domain.

17 3. The total amount of monetary compensation to be paid in this action by the
18 City is the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), that sum
19 is an all-inclusive global settlement total (hereafter "Total Just Compensation").
20 \$700,000.00 of the Total Just Compensation is allocated to cover the just compensation of
21 defendant Applebaum's real estate interests taken by the City in the Property. The
22 remainder is allocated to cover the goodwill/damage of defendant Solid State Devices, Inc.

23 4. Except as provided in the Stipulation and this Judgment with respect to Future
24 Damages, Defendants Applebaum expressly acknowledge that said Total Just
25 Compensation amount represents the full and final settlement of any and all claims and
26 rights arising from the City's permanent and temporary taking of the Subject Property
27 Interests, including, but not limited to, claims for just compensation for the Subject
28 Property Interests (including TCE1 but only through its expiration date of June 1, 2014 and

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1 including TCE2 but only through its expiration date of November 1, 2014) and damage to
2 the remainder property, loss of business goodwill, severance damages of any type, inverse
3 condemnation and precondemnation damage claims, ordinary costs, litigation expenses,
4 expert witness fees, attorneys fees, statutory interest, damage to improvements pertaining to
5 the realty, personal property damage, or any other damage claim or reason, relating to the
6 Project for which the Subject Property Interests are sought to be acquired or to this action.

7 5. The City previously deposited the total amount of \$218,555.00 with the clerk
8 of the Court. Defendants Applebaum obtained a prior order to withdraw funds on deposit
9 with the court in the amount of \$188,446.00 and a check was issued and cashed by
10 Defendants Applebaum in the amount of \$188,446.00. Furthermore, pursuant to court
11 order an additional \$6,000 was withdrawn for the benefit of Defendants Applebaum. There
12 is therefore \$24,109.00 remaining on deposit with the court. The City and Defendants
13 Applebaum will prepare and execute any other documents necessary to promptly effectuate
14 the release of the Twenty Four Thousand One Hundred Nine Dollars (\$24,109.00)
15 remaining on deposit (if it has not been released already) to Defendants Applebaum,
16 payable to "Callanan, Rogers & Dzida, LLP, Trust Account for benefit of Applebaum
17 Clients" and to be delivered to the legal counsel of record for Defendants Applebaum c/o
18 Callanan, Rogers & Dzida, LLP, attn: Joseph S. Dzida, 800 S. Figueroa Street, Suite 1100,
19 Los Angeles, CA 90017. A court order has been issued allowing this which will be
20 processed through the court's finance department. The parties shall promptly cooperate (as
21 set forth in the Stipulation) with each other to effectuate release of these remaining funds on
22 deposit if they are not released pursuant to the court order already obtained.

23 6. Upon receipt of the court-signed Judgment in Condemnation, the City will
24 have 30 days to process payment of the remaining Total Just Compensation, which equals
25 the sum of One Million Five Hundred Eighty One Thousand Four Hundred Forty Five
26 Dollars (\$1,581,445) also made payable to "Callanan, Rogers & Dzida, LLP, Trust Account
27 for benefit of Applebaum Clients" and to be delivered to the legal counsel of record for
28 Defendants Applebaum c/o Callanan, Rogers & Dzida, LLP, attn: Joseph S. Dzida, 800 S.

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1 Figueroa Street, Suite 1100, Los Angeles, CA 90017.

2 7. City shall maintain the Property's vehicular ingress and egress to/from Valley
3 View Avenue throughout Project construction; including access so that Air Liquide trucks
4 may continue to service the business at the Property. Work potentially impacting the
5 Property's south driveway entrance and access to the south parking lot over the south
6 driveway entrance shall be coordinated with Defendants Applebaum (through Allan
7 Harrison, Wafer Fab manager) and shall be performed during off-business hours, including
8 nights and weekends, so as to maintain vehicular access at all times during business hours.
9 The Stipulation and this Judgment contemplate and allow that, where work potentially
10 impacting the Property's south driveway entrance cannot be completed during off-business
11 hours, short durations of access blockage for utility relocation and driveway construction
12 may result. The City and its contractors will use best efforts to minimize any planned
13 disruption by coordinating in advance with Defendants Applebaum (through Allan
14 Harrison, Wafer Fab manager). Any such access blockage that cannot otherwise reasonably
15 be avoided shall be of sufficiently short duration, not to exceed one hour, so as not to
16 unreasonably impair daily business operations.

17 8. Future Damages. In the event that damage occurs in the future due to the
18 Project (including but not limited to damages, if any, due to interruption of access,
19 interruption of utilities, physical damage, vibration, dust, and/or shutdown of operations at
20 the Wafer Fab), any claims for such damages will be addressed and resolved under the
21 following procedures:

22 (a) After learning of the claimed damage, Defendants Applebaum will
23 promptly notify the City of the claimed damage so that City will have
24 an opportunity to mitigate the damage, if possible, through (a) the
25 City's construction management office at AECOM 14545 Valley View
26 Avenue, Suite R, Santa Fe Spring, CA 90670 (562) 926-6334, (323)
27 855-1670; attn: Mr. Peter Ho, and (b) the City of La Mirada, 13700 La
28 Mirada Boulevard, California 90638, (562) 943-0131, attn: Mr. Jeff

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(b) If the claimed damage is not alleviated by the City or its contractors within one day of such notice, Defendants Applebaum may request compensation for such claimed damages by filing a written claim (not a formal claim under the Tort Claims Act) with the City no later than 60 days after providing notice under subparagraph (a) above.

(c) Each such claim shall be promptly reviewed by the City and paid or compromised if possible. If the parties cannot agree on compensation, the issue will be promptly mediated before a retired judge or mediator mutually agreed to by the parties. If the mediation is unsuccessful, the issue will be resolved in binding arbitration before a retired judge mutually agreed to by the parties. The mediator and arbitrator will be selected from the then current panel of JAMS at JAMS 500 N. State College Blvd, 14th Floor, Orange, CA 92868. If the parties cannot agree on a mediator or arbitrator, the court shall appoint one for them. Further discovery shall be permitted only as ordered by the arbitrator, with due regard for the fact that the parties have completed discovery and have adopted arbitration as a post-judgment method of dispute resolution to avoid the expenditure of time and money normally involved in litigation and discovery in a civil action. The mediation and arbitration costs are to be split between the City and Defendants Applebaum with each party bearing their own attorney fees and expenses.

(d) The City shall get credit of \$481,445.00 against any real property damage claims and credit of \$1,100,000.00 against any loss of business goodwill claims brought by Defendants Applebaum.

9. If the City desires to extend the term of any of the temporary construction easements identified above, such extension or extensions will be conditioned upon

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1 additional payment on the following terms: the City will pay Defendants Applebaum
2 \$1500 per month (and if applicable a prorated amount based upon a 30-day month) for the
3 actual extended term of TCE1 up to a maximum of five months (Expiring on November 1,
4 2014). Any additional extension beyond November 1, 2014, of TCE1 or TCE2 will be
5 conditioned upon payment of \$2500 per month for each easement so extended (and if
6 applicable a prorated amount based upon a 30-day month) for the actual extended term.
7 The Parties further agree that any extension to the terms of the temporary construction
8 easements cannot go beyond May 1, 2015. Upon expiration of the term of the TCE's,
9 including any extension to such term, the City shall return the TCE property reasonably to
10 the condition it was in before the Project.

11 10. In regard to the provisions of paragraph 8 above regarding Future Damages,
12 Defendants Applebaum shall allow City to take interior photos of all interior building areas
13 for future reference and use in verifying damage claims brought by said Defendants
14 Applebaum. The interior photos will be used for comparison reference to all future
15 physical damage claims hereafter. The photos will be kept by counsel for Defendants
16 Applebaum in a sealed envelope and shall only be used for evaluation of Defendants
17 Applebaum' future physical damage claims. Copies shall be promptly provided by the City
18 to Defendants Applebaum (through Allan Harrison, said Defendants' Wafer Fab Manager.

19 11. Except for claims regarding Future Damages, the entry of the Final Order of
20 Condemnation (after full payment of the Total Just Compensation) shall constitute the
21 waiver and release by Defendants Applebaum of any and all claims against City, its
22 officials, agents, contractors, and employees in connection with the Subject Property
23 Interests or this eminent domain proceeding that were asserted or could have been asserted
24 in this proceeding other than the duties and obligations created by the Stipulation. The
25 provisions of the Stipulation pertaining to Future Damages shall survive the filing of the
26 entry of this Judgment pursuant to this Stipulation, and entry or recording of any Final
27 Order of Condemnation in this case.

28 12. The date of possession to the City started on October 1, 2010.

[Handwritten Signature] B

1 13. TCE1 will expire on June 1, 2014, and TCE2 will expire on November 1,
2 2014, unless extended as set forth above in paragraph 9.

3 14. Defendants Applebaum warranted that they are not aware of any unpaid real
4 property taxes, penalties or costs due on the Subject Property Interests for the period ending
5 October 1, 2010, the date of possession, and shall indemnify City in the amount of any such
6 unpaid taxes and penalties or any legal fees and costs incurred by City in connection with
7 any such unpaid taxes and penalties.

8 15. Defendants Applebaum warranted that they are not aware of any other person
9 or entity with any right or entitlement, by lien or otherwise, to the Subject Property Interests
10 or to the compensation awarded in this proceeding for the Subject Property Interests.

11 Specifically, and without limitation, Defendants Applebaum warranted and agreed:

- 12 a. That they will not further encumber the Subject Property Interests or
13 allow the Subject Property Interests to be further encumbered before
14 entry of the Final Order of Condemnation in this action.
- 15 b. That neither the Stipulation for Judgment in Condemnation nor
16 anything it requires or provides, including the transfer of the Subject
17 Property Interests to the City, violates or will violate any contract,
18 agreement, or instrument to which Defendants Applebaum are a party,
19 or that affects the Property, and that conveyance of the Subject
20 Property Interests to the City does not require consent of any person
21 who is not a party to the Stipulation for Judgment in Condemnation.
- 22 c. That Defendants Applebaum do not know of any pending, threatened,
23 or potential litigation, action, or proceeding against Defendants
24 Applebaum or any other party before any court or administrative
25 tribunal which is in any way related to the Property, except for this
26 action pending as Los Angeles County Superior Court Case No. BC
27 425738.

28 16. Each party shall bear its own litigation expenses, including but not limited to

1 all attorney's fees, appraisers' fees, expert witness fees, and any and all other fees or costs
2 of any nature, including costs set forth in Code of Civil Procedure Section 1033.5.

3 17. All taxes, penalties, and costs which are a lien on the Subject Property
4 Interests, including all taxes and assessments which are apportioned and imposed with
5 respect to any period after October 1, 2010, are hereby canceled pursuant to sections 4986
6 and 5081 of the Revenue and Taxation Code.

7 18. Defendants Applebaum shall be entitled to apply to the appropriate County
8 agency for reimbursement of any tax assessments pertaining to the Subject Property
9 Interests that were prepaid by or on their behalf for the tax assessment period beyond
10 October 1, 2010.

11 19. Except with respect to Future Damages as set forth above and in the
12 Stipulation, each party to this Judgment waived the right to move for a new trial and to all
13 other post judgment proceedings, including the right to appeal.

14 20. Pursuant to the Stipulation and subject to full payment of the Total Just
15 Compensation, the parties waived their rights to a Statement of Decision, Notice of Entry of
16 Judgment, and Notice of Entry of Final Order of Condemnation.

17 21. Except as otherwise set forth in this Judgment and except for breach of any
18 terms or conditions contained in the Stipulation for Judgment in Condemnation, Defendants
19 Applebaum waive and forever release the City including its successors, officers, employees,
20 attorneys, agents, representatives, and anyone acting on or for the City's behalf, of and from
21 any and all claims, demands, actions or causes of action, or liabilities, known or unknown,
22 based upon or arising in connection with the Second Amended Complaint in Eminent
23 Domain herein, the Project for which the City is acquiring the Subject Property Interests,
24 construction in the manner proposed by the plans, or from the City's acquisition of the
25 Subject Property Interests.

26 22. Notice will be promptly given by the City to the Court of satisfaction of all
27 the payment terms of this Judgment in Condemnation.

28 23. Under Code of Civil Proc. section 664.6 or any similar successor statute, the

1 parties have requested and agreed that the Los Angeles Superior Court shall retain
2 jurisdiction to enforce the terms of the Stipulation and the settlement that it embodies until
3 full performance of its terms. It is so ordered, adjudged and decreed.

4 24. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that (except for
5 Defendants Applebaum) a default judgment is hereby entered against Defendants "ANY
6 AND ALL PERSONS WHO MAY HAVE ANY TITLE OR INTEREST IN OR TO THE
7 PROPERTY SOUGHT TO BE CONDEMNED HEREIN." Said defendants were provided
8 with service by publication, and proof of publication was filed on September 25, 2012. It
9 appearing to the Court that said defendants were regularly served with process and said
10 defendants failed to appear and answer Plaintiff's Second Amended Complaint and after
11 considering evidence on these matters submitted with the requests for entry of default, the
12 court duly entered the default of these defendants.

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14
15 Dated: _____, 2013

Honorable Alan S. Rosenfield
Judge of the Superior Court of the State of
California

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RICHARDS | WATSON | GERSHON
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Facsimile: 213.626.0078

7 Attorneys for Plaintiff
8 CITY OF LA MIRADA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 CITY OF LA MIRADA,
13 Plaintiff,
14 vs.
15 ARNOLD N. APPLEBAUM, SOLID
STATE DEVICES, INC.; DOES 1
16 THROUGH 100, inclusive, and ANY AND
ALL PERSONS UNKNOWN HAVING
17 OR CLAIMING TO HAVE ANY TITLE
OR INTEREST IN OR TO THE
18 PROPERTY SOUGHT TO BE
CONDEMNED HEREIN,
19 Defendants.

Case No. BC 425738
**STIPULATION FOR JUDGMENT IN
CONDEMNATION**
[Exempt from filing fees pursuant to Govt. Code § 6103]
[APN 8069-009-021]
Assigned for All Purposes To Honorable
Alan S. Rosenfield
Action Filed: November 10, 2009

21 WHEREAS the City of La Mirada ("City") seeks to acquire various interests as
22 described and depicted in Exhibit 1 attached to and incorporated by reference in this
23 Stipulation which include an approximate 2,925 square foot permanent roadway easement,
24 a 260 square foot permanent subsurface utility easement, a 9,747 square foot temporary
25 construction easement ("TCE1"), with a term of forty-four months from the date of
26 possession (expiring on June 1, 2014), and an approximate 5,669 square foot temporary
27 construction easement ("TCE2"), with a term of forty-nine months from the date of
28 possession (expiring on November 1, 2014) (collectively, "Subject Property Interests"),

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2

1 from the real property commonly known as 14830 Valley View Avenue, in the City of La
2 Mirada, California, and identified as Los Angeles County Tax Assessor's Parcel Number
3 8069-009-021 ("Property");

4 WHEREAS the City contends that the Subject Property Interests sought by the City
5 are necessary to improve safety and traffic flow along that portion of Valley View Avenue
6 that is interrupted by the existing at-grade BNSF railroad crossing. The City further
7 contends that this project will increase the separation between trains and motor vehicle
8 traffic. In addition, the City further anticipates that the proposed project will reduce air and
9 noise pollution emanating from idling vehicles waiting for trains to pass through at-grade
10 crossings and will reduce noise pollution created by train horn and warning signals.
11 ("Project");

12 WHEREAS Defendant Arnold N. Applebaum warrants that he is the only person
13 entitled to compensation paid herein for the Property and the Subject Property Interests; and
14 WHEREAS Defendant Solid State Devices, Inc. (of which defendant Applebaum is
15 controlling shareholder and president) rents the Property from Applebaum, operates its
16 Wafer Fab business on it, and seeks compensation for its alleged lost or damaged business
17 goodwill;

18 WHEREAS following a notice by publication, an entry of default has been taken
19 against Defendant ANY AND ALL PERSONS UNKNOWN HAVING OR CLAIMING
20 TO HAVE ANY TITLE OR INTEREST IN OR TO THE PROPERTY SOUGHT TO BE
21 CONDEMNED HEREIN concerning the Property and the Subject Property Interests;

22 WHEREAS the City and Defendants Applebaum and Solid State Devices, Inc.
23 (collectively "Defendants Applebaum") have agreed to fully settle this action between them
24 pursuant to the Stipulation described herein.

25 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the City and
26 Defendants Applebaum that the Court enter the [Proposed] Judgment in Condemnation,
27 which is attached hereto as Exhibit "2" and incorporated herein by this reference, with a
28 copy concurrently lodged with the court.

 12

1 IT IS FURTHER STIPULATED THAT:

2 1. The total amount of monetary compensation to be paid in this action by the
3 City is the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), that sum
4 is an all-inclusive global settlement total (hereafter "Total Just Compensation").

5 \$700,000.00 of the Total Just Compensation is allocated to cover the just compensation of
6 defendant Applebaum's real estate interests taken by the City in the Property. The
7 remainder is allocated to cover the goodwill/damage of defendant Solid State Devices, Inc.

8 2. The City previously deposited the total amount of \$218,555.00 with the clerk
9 of the Court.

10 3. Defendants Applebaum obtained a prior order to withdraw funds on deposit
11 with the court in the amount of \$188,446.00 and a check was issued and cashed by
12 Defendants Applebaum in the amount of \$188,446.00. Furthermore, pursuant to court
13 order, an additional \$6,000 was withdrawn from the deposited funds for the benefit of
14 Defendants Applebaum. There is therefore \$24,109.00 remaining on deposit with the court.
15 The undersigned parties (through their counsel) have further stipulated to the withdrawal of
16 this remaining \$24,109.00 from the deposited funds. A court order has been issued
17 allowing this, which will be processed through the court's finance department.

18 4. The City and Defendants Applebaum will prepare and execute any other
19 documents necessary to promptly effectuate the release of the Twenty Four Thousand One
20 Hundred Nine Dollars (\$24,109.00) remaining on deposit (if it has not been released
21 already) to Defendants Applebaum, payable to "Callanan, Rogers & Dzida, LLP, Trust
22 Account for benefit of Applebaum Clients" and to be delivered to the legal counsel of
23 record for Defendants Applebaum c/o Callanan, Rogers & Dzida, LLP, attn: Joseph S.
24 Dzida, 800 S. Figueroa Street, Suite 1100, Los Angeles, CA 90017. Upon receipt of the
25 court-signed Judgment in Condemnation, the City will have 30 days to process payment of
26 the remaining Total Just Compensation, which equals the sum of One Million Five Hundred
27 Eighty One Thousand Four Hundred Forty Five Dollars (\$1,581,445) also made payable to
28 "Callanan, Rogers & Dzida, LLP, Trust Account for benefit of Applebaum Clients" and to

2

1 be delivered to the legal counsel of record for Defendants Applebaum c/o Callanan, Rogers
2 & Dzida, LLP, attn: Joseph S. Dzida, 800 S. Figueroa Street, Suite 1100, Los Angeles, CA
3 90017.

4 5. Except as provided for in the remainder of this Stipulation with respect to
5 Future Damages pertaining to the Project, Defendants Applebaum expressly acknowledge
6 that said Total Just Compensation amount represents the full and final settlement of any and
7 all claims and rights arising from the City's permanent and temporary taking of the Subject
8 Property Interests, including, but not limited to, claims for just compensation for the
9 Subject Property Interests (including TCE1 but only through its expiration date of June 1,
10 2014 and including TCE2 but only through its expiration date of November 1, 2014) and
11 damage to the remainder property, loss of business goodwill, severance damages of any
12 type, inverse condemnation and precondemnation damage claims, ordinary costs, litigation
13 expenses, expert witness fees, attorneys fees, statutory interest, damage to improvements
14 pertaining to the realty, personal property damage, or any other damage claim or reason,
15 relating to the Project for which the Subject Property Interests are sought to be acquired or
16 to this action.

17 6. City shall maintain the Property's vehicular ingress and egress to/from Valley
18 View Avenue throughout Project construction; including access so that Air Liquide trucks
19 may continue to service the business at the Property. Work potentially impacting the
20 Property's south driveway entrance and access to the south parking lot over the south
21 driveway entrance shall be coordinated with Defendants Applebaum (through Allan
22 Harrison, Wafer Fab manager) and shall be performed during off-business hours, including
23 nights and weekends, so as to maintain vehicular access at all times during business hours.
24 This Stipulation contemplates and allows that, where work potentially impacting the
25 Property's south driveway entrance cannot be completed during off-business hours, short
26 durations of access blockage for utility relocation and driveway construction may result.
27 The City and its contractors will use best efforts to minimize any planned disruption by
28 coordinating in advance with Defendants Applebaum (through Allan Harrison, Wafer Fab

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1 manager). Any such access blockage that cannot otherwise reasonably be avoided shall be
2 of sufficiently short duration, not to exceed one hour, so as not to unreasonably impair daily
3 business operations.

4 7. Future Damages. In the event that damage occurs in the future due to the
5 Project (including but not limited to damages, if any, due to interruption of access,
6 interruption of utilities, physical damage, vibration, dust, and/or shutdown of operations at
7 the Wafer Fab), any claims for such damages will be addressed and resolved under the
8 following procedures:

- 9 (a) After learning of the claimed damage, Defendants Applebaum will
10 promptly notify the City of the claimed damage so that City will have
11 an opportunity to mitigate the damage, if possible, through (a) the
12 City's construction management office at AECOM 14545 Valley View
13 Avenue, Suite R, Santa Fe Spring, CA 90670 (562) 926-6334, (323)
14 855-1670; attn: Mr. Peter Ho, and (b) the City of La Mirada, 13700 La
15 Mirada Boulevard, California 90638, (562) 943-0131, attn: Mr. Jeff
16 Boynton.
- 17 (b) If the claimed damage is not alleviated by the City or its contractors
18 within one day of such notice, Defendants Applebaum may request
19 compensation for such claimed damages by filing a written claim (not
20 a formal claim under the Tort Claims Act) with the City no later than
21 60 days after providing notice under subparagraph (a) above.
- 22 (c) Each such claim shall be promptly reviewed by the City and paid or
23 compromised if possible. If the parties cannot agree on compensation,
24 the issue will be promptly mediated before a retired judge or mediator
25 mutually agreed to by the parties. If the mediation is unsuccessful, the
26 issue will be resolved in binding arbitration before a retired judge
27 mutually agreed to by the parties. The mediator and arbitrator will be
28 selected from the then current panel of JAMS at JAMS 500 N. State

1 College Blvd, 14th Floor, Orange, CA 92868. If the parties cannot
2 agree on a mediator or arbitrator, the court shall appoint one for them.
3 Further discovery shall be permitted only as ordered by the arbitrator,
4 with due regard for the fact that the parties have completed discovery
5 and have adopted arbitration as a post-judgment method of dispute
6 resolution to avoid the expenditure of time and money normally
7 involved in litigation and discovery in a civil action. The mediation
8 and arbitration costs are to be split between the City and Defendants
9 Applebaum with each party bearing their own attorney fees and
10 expenses.

11 (d) The City shall get credit of \$481,445.00 against any real property
12 damage claims and credit of \$1,100,000.00 against any loss of
13 business goodwill claims brought by Defendants Applebaum.

14 8. The Parties further agree that if the City were to desire to extend the term of
15 any of the temporary construction easements identified above, such extension or extensions
16 will be conditioned upon additional payment on the following terms: the City will pay
17 Defendants Applebaum \$1500 per month (and if applicable a prorated amount based upon a
18 30-day month) for the actual extended term of TCE1 up to a maximum of five months
19 (Expiring on November 1, 2014). Any additional extension beyond November 1, 2014, of
20 TCE1 or TCE2 will be conditioned upon payment of \$2500 per month for each easement so
21 extended (and if applicable a prorated amount based upon a 30-day month) for the actual
22 extended term. The Parties further agree that any extension to the terms of the temporary
23 construction easements cannot go beyond May 1, 2015. Upon expiration of the term of the
24 TCE's, including any extension to such term, the City shall return the TCE property
25 reasonably to the condition it was in before the Project.

26 9. In regard to the provisions of paragraph 7 above regarding Future Damages,
27 Defendants Applebaum shall allow City to take interior photos of all interior building areas
28 for future reference and use in verifying damage claims brought by said Defendants

1 Applebaum. The interior photos will be used for comparison reference to all future
2 physical damage claims hereafter. The photos will be kept by counsel for Defendants
3 Applebaum in a sealed envelope and shall only be used for evaluation of Defendants
4 Applebaum's future physical damage claims. Copies shall be promptly provided by the
5 City to Defendants Applebaum (through Allan Harrison, said Defendants' Wafer Fab
6 Manager.

7 10. Except for claims regarding Future Damages, the entry of the Final Order of
8 Condemnation (after full payment of the Total Just Compensation) shall constitute the
9 waiver and release by Defendants Applebaum of any and all claims against City, its
10 officials, agents, contractors, and employees in connection with the Subject Property
11 Interests or this eminent domain proceeding that were asserted or could have been asserted
12 in this proceeding other than the duties and obligations created by this Stipulation. The
13 provisions of this Stipulation pertaining to Future Damages shall survive the filing of this
14 Stipulation, entry of Judgment pursuant to this Stipulation, and entry or recording of any
15 Final Order of Condemnation in this case.

16 11. The parties stipulate that the date of possession started on October 1, 2010.

17 12. The parties stipulate that TCE1 shall expire on June 1, 2014, and TCE2 will
18 expire on November 1, 2014, unless extended as set forth above in paragraph 8.

19 13. Defendants Applebaum warrant that they are not aware of any unpaid real
20 property taxes, penalties or costs due on the Subject Property Interests for the period ending
21 October 1, 2010, the date of possession, and hereby promises to indemnify City in the
22 amount of any such unpaid taxes and penalties or any legal fees and costs incurred by City
23 in connection with any such unpaid taxes and penalties.

24 14. Defendants Applebaum further warrant that they are not aware of any other
25 person or entity with any right or entitlement, by lien or otherwise, to the Subject Property
26 Interests or to the compensation awarded in this proceeding for the Subject Property
27 Interests. Specifically, and without limitation, Defendants Applebaum warrant and agree:

28 ///

AWG 23

- 1 a. That they will not further encumber the Subject Property Interests or
2 allow the Subject Property Interests to be further encumbered before
3 entry of the Final Order of Condemnation in this action.
- 4 b. That neither this Stipulation nor anything it requires or provides,
5 including the transfer of the Subject Property Interests to the City,
6 violates or will violate any contract, agreement, or instrument to which
7 Defendants Applebaum are a party, or that affects the Property, and
8 that conveyance of the Subject Property Interests to the City does not
9 require consent of any person who is not a party to this Stipulation.
- 10 c. That they do not know of any pending, threatened, or potential
11 litigation, action, or proceeding against Defendants Applebaum or any
12 other party before any court or administrative tribunal which is in any
13 way related to the Property, except for this action pending as Los
14 Angeles County Superior Court Case No. BC 425738.
- 15 15. Each party shall bear its own litigation expenses, including but not limited to
16 all attorney's fees, appraisers' fees, expert witness fees, and any and all other fees or costs
17 of any nature, including costs set forth in Code of Civil Procedure Section 1033.5.
- 18 16. All taxes, penalties, and costs which are a lien on the Subject Property
19 Interests, including all taxes and assessments which are apportioned and imposed with
20 respect to any period after October 1, 2010, are hereby canceled pursuant to sections 4986
21 and 5081 of the Revenue and Taxation Code.
- 22 17. Defendants Applebaum shall be entitled to apply to the appropriate County
23 agency for reimbursement of any tax assessments pertaining to the Subject Property
24 Interests that were prepaid by or on their behalf for the tax assessment period beyond
25 October 1, 2010.
- 26 18. Except with respect to Future Damages as set forth above, each party to this
27 Judgment waives the right to move for a new trial and to all other post-judgment
28 proceedings, including the right to appeal.

IRINA RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

1 19. The parties hereto have stipulated that a Statement of Decision and Notice of
2 Entry of Judgment and Notice of Entry of Final Order of Condemnation is hereby waived.

3 20. In effecting this Stipulation, each of the parties has had the opportunity to
4 receive full and complete legal advice about the provisions of this Stipulation, and each
5 signatory to the Stipulation certifies that he or she has read all of this Stipulation and that he
6 or she understands it. This Stipulation has been fully negotiated between the City and
7 Defendants Applebaum and shall be construed as if drafted by all parties to this Stipulation.

8 21. Except as otherwise set forth in this Stipulation and except for breach of any
9 terms or conditions contained in this Stipulation, Defendants Applebaum waive and forever
10 release the City including its successors, officers, employees, attorneys, agents,
11 representatives, and anyone acting on or for the City's behalf, of and from any and all
12 claims, demands, actions or causes of action, or liabilities, known or unknown, based upon
13 or arising in connection with the Second Amended Complaint in Eminent Domain herein,
14 the Project for which the City is acquiring the Subject Property Interests, construction in the
15 manner proposed by the plans, or from the City's acquisition of the Subject Property
16 Interests.

17 22. By such release, Defendants Applebaum waive any rights under California
18 Civil Code Section 1542, which provides, "A general release does not extend to claims
19 which the creditor does not know or suspect to exist in his or her favor at the time of
20 executing the release, which if known by him or her must have materially affected his or
21 her settlement with the debtor."

22 23. This Stipulation is made and executed, and is intended to be performed,
23 within the State of California, and is to be construed under California law.

24 24. If any provision of this Stipulation is held invalid, void, or unenforceable, the
25 remaining provisions shall nevertheless remain in full force and effect and shall not be
26 impaired or invalidated by the failed provision.

27 25. Notice will be promptly given to the Court of satisfaction of all the terms of
28 the Judgment in Condemnation.

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26. The City and Defendants Applebaum agree that this Stipulation may be executed in counterparts, each of which shall be deemed an original instrument, and all, when taken together, shall constitute the Stipulation.

27. Under Code of Civil Proc. section 664.6 or any similar successor statute, the parties request and agree that the Los Angeles Superior Court retain jurisdiction to enforce the terms of this Stipulation and the settlement that it embodies until full performance of its terms.

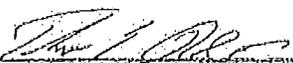
RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

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IT IS SO STIPULATED.

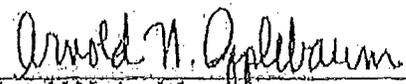
Dated: February 27, 2013

CITY OF LA MIRADA

By: 
THOMAS E. ROBINSON
City Manager

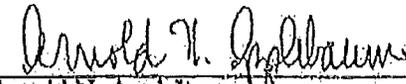
Dated: February 25, 2013

ARNOLD N. APPLEBAUM

By: 
Arnold N. Applebaum

Dated: February 25, 2013

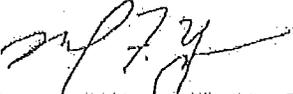
SOLID STATE DEVICES, INC

By: 
Arnold N. Applebaum
President

APPROVED AS TO FORM AND CONTENT

Dated: February 25, 2013

RICHARDS, WATSON & GERSHON
A Professional Corporation
REGINA N. DANNER
MICHAEL F. YOSHIBA
MARICELA E. MARROQUIN

By: 
MICHAEL F. YOSHIBA
Attorneys for Plaintiff
CITY OF LA MIRADA

Dated: February 25, 2013

CALLANAN, ROGERS & DZIDA, LLP

By: 
JOSEPH S. DZIDA
Attorneys for Defendants Arnold. N.
Applebaum and Solid State Devices, Inc.

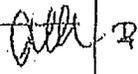


Exhibit 1

Old _{TR}

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Parcel: 05-PE-1

Owner: Arnold H. Applebaum
APN: 8069-009-021

06/11/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Los Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed as Book 41819, Page 141, of seq. and Instrument No. 94-1163780 on 17 June 1994 of the Official Records, in the Office of the County Records of said County, and being more particularly described as follows:

Beginning at the centerline intersection of Valley View Avenue and Stage Road; thence

S 00° 35' 56" E, a distance of 223.13 feet along said centerline of Valley View Avenue; thence,

N 89° 24' 04" E, a distance of 50.00 feet to a point on the southerly line of the Burlington Northern Santa Fe Railway Right of Way and also being the TRUE POINT OF BEGINNING of the parcel herein described; thence,

S 55° 54' 21" E, a distance of 27.11 feet along said line of Railway Right of Way; thence

S 89° 23' 56" W, a distance of 10.54 feet to a point; thence,

S 00° 36' 04" E, a distance of 234.34 feet to a point; thence,

S 89° 23' 56" W, a distance of 11.75 feet to a point on said easterly right-of-way of Valley View Avenue; thence,

N 00° 36' 04" W, a distance of 249.77 feet along said easterly right-of-way of Valley View Avenue to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 2,923 square feet (0.0672 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.



Benjamin M. Aragón
Benjamin M. Aragón, L.S. No. 8016
Wilson & Company, Inc.

6-12-09

Date

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R.

VALLEY VIEW AVENUE GRADE SEPARATION

Permanent Easement

Parcel: 03-PB-1A

Owner: Arnold N. Applebaum
APN: 8069-009-021

06/11/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Los Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed as Book 41819, Page 141, a map and instrument No. 94-1163780 on 17 June 1994 of the Official Records, in the Office of the County Records of said County, and being more particularly described as follows:

Beginning at the centerline intersection of Valley View Avenue and Stage Road; thence
S 00° 35' 36" E, a distance of 328.48 feet along said centerline of Valley View Avenue; thence,
N 89° 24' 04" E, a distance of 80.00 feet to a point on the easterly right-of-way line for Valley View Avenue, same being the TRUE POINT OF BEGINNING; thence,
N 89° 23' 56" E, a distance of 52.00 feet to a point; thence,
S 00° 36' 04" E, a distance of 5.00 feet to a point; thence,
S 19° 23' 56" W, a distance of 52.00 feet to a point on said easterly right-of-way of Valley View Avenue; thence,
N 00° 36' 04" W, a distance of 5.00 feet along said easterly right-of-way of Valley View Avenue to the TRUE POINT OF BEGINNING of the parcel of land herein described and containing 260 square feet (0.0060 acre), more or less.

This real property Description was prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.

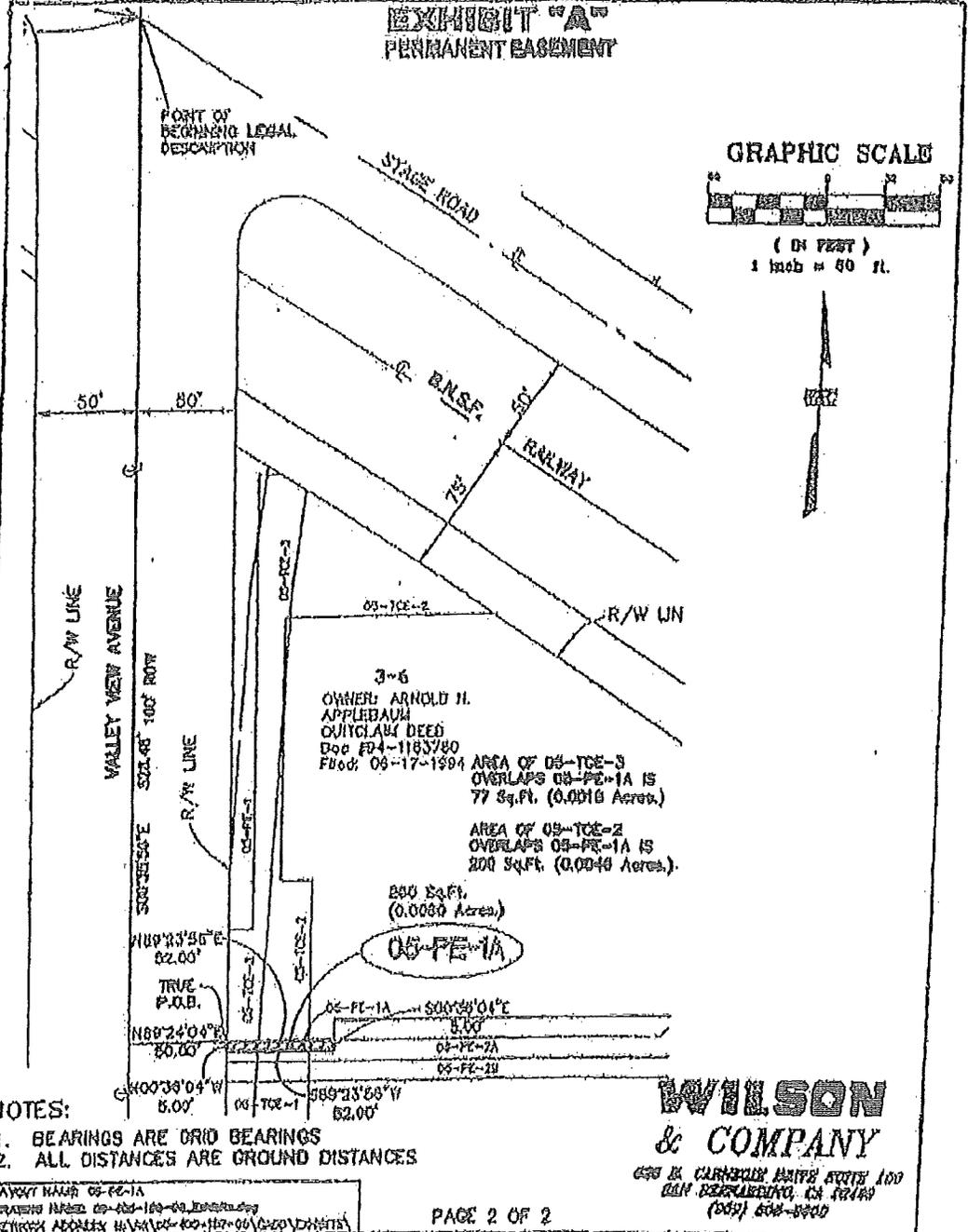


Benjamin M. Aragon
Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.

6-12-09
Date

all 2

**EXHIBIT "A"
PERMANENT EASEMENT**



- NOTES:**
1. BEARINGS ARE GRID BEARINGS
 2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT MADE 05-PE-1A
DRAWING NUMBER 05-00-100-00-0000000000
REGISTERED ADDRESS 11111111-00-111-00-0000000000

**WILSON
& COMPANY**
650 N. CARROLL AVENUE SUITE 100
DALLAS, TEXAS 75240
(214) 600-8000

One

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 05-7CE-2

Owner: Arnold N. Applbaum
APN: 8069-009-021

05/2/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Las Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed in Book 41819, Page 141, at seq. and Instrument No. 94-1163789 on 17 June 1994 of the Official Records, in the Office of the County Records of said County, and being more particularly described as follows:

Beginning at the centerline intersection of Valley View Avenue and Stage Road; thence

S 00° 33' 56" E, a distance of 234.56 feet along said centerline of Valley View Avenue; thence,

N 89° 23' 04" E, a distance of 72.29 feet to a point on the southerly line of the Burlington Northern Santa Fe Railway Right of Way and also being the TRUE POINT OF BEGINNING of the parcel herein described; thence,

S 55° 54' 21" E, a distance of 131.64 feet along said southerly line of the said Burlington Northern Santa Fe Railway Right of Way line; thence,

S 89° 23' 56" W, a distance of 103.52 feet to a point; thence,

S 00° 36' 04" E, a distance of 135.00 feet to a point; thence,

N 09° 23' 56" E, a distance of 13.00 feet to a point; thence,

S 00° 36' 04" E, a distance of 85.00 feet to a point; thence,

S 89° 23' 56" W, a distance of 40.00 feet to a point on said easterly right-of-way of Valley View Avenue; thence,

N 00° 36' 04" W, a distance of 60.59 feet along said easterly right-of-way of Valley View Avenue to a point; thence,

N 89° 23' 56" E, a distance of 11.75 feet to a point; thence,

N 00° 36' 04" W, a distance of 234.34 feet to a point; thence,

N 89° 23' 56" E, a distance of 10.54 feet to the TRUE POINT OF BEGINNING of the parcel of land herein describe and containing 9,747 square feet (0.2238 acre), more or less.

MA *D*

This real property Description was prepared by me or under my direction, in
conformance with the requirements of the Professional Land Surveyors Act.



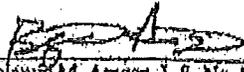
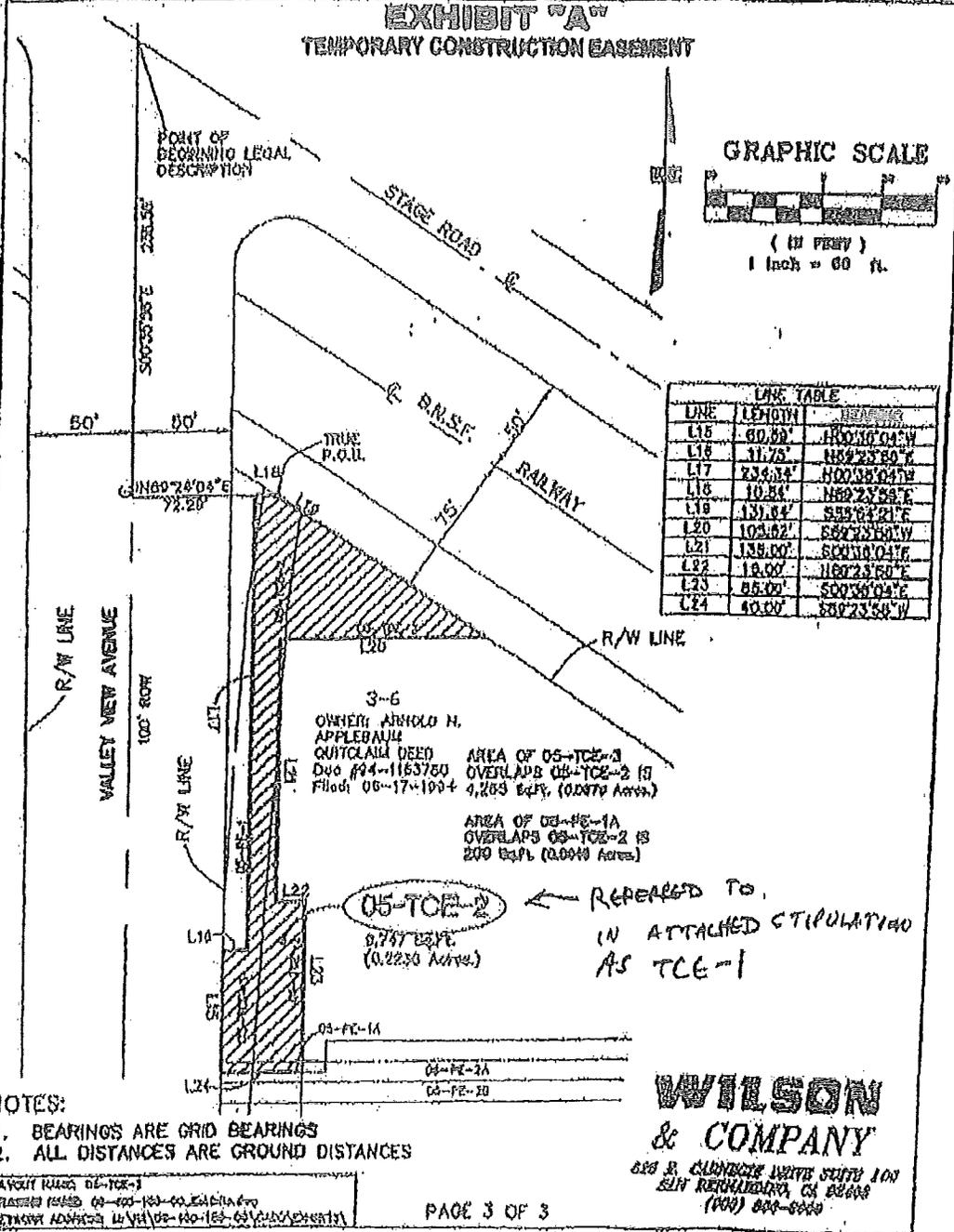
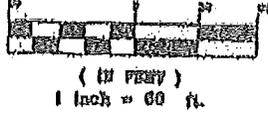

Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.
7-24-57
Date



EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT



GRAPHIC SCALE



LINE	LENGTH	BEARING
L15	80.00'	N00°30'04"W
L16	31.75'	N82°23'50"E
L17	232.34'	N00°30'04"W
L18	10.54'	N60°23'55"E
L19	137.84'	S82°23'50"E
L20	103.02'	S82°23'50"W
L21	138.00'	S00°30'04"W
L22	18.00'	N80°23'50"E
L23	85.00'	S00°30'04"E
L24	40.00'	S80°23'58"W

3-6
OWNER: ARTHUR H. APPELBAUM
QUITCLAIM DEED AREA OF 05-TCE-3
Doc #94-1163780 OVERLAPS 05-TCE-2 IS
Filed: 06-17-1994 4,289 sq. ft. (0.0979 Acres.)
AREA OF 05-PE-1A
OVERLAPS 05-TCE-2 IS
200 sq. ft. (0.0046 Acres.)

05-TCE-2
9,797 sq. ft.
(0.2230 Acres.)

← REPEATED TO
(IN ATTACHED STIPULATION
AS TCE-1

- NOTES:**
1. BEARINGS ARE GRID BEARINGS
 2. ALL DISTANCES ARE GROUND DISTANCES

WILSON & COMPANY

228 S. CALIFORNIA AVENUE SUITE 100
SAN RAFAEL, CA 94903
(415) 881-8880

ma

VALLEY VIEW AVENUE GRADE SEPARATION

Temporary Construction Easement

Parcel: 05-TCB-3

Owner: Arnold N. Applebaum and Rosale F. Applebaum
APN: 8069-009-021

03/13/09

LEGAL DESCRIPTION

A certain parcel of land being a portion of Section 22, Township 3 South, Range 11 West, in the Rancho Los Coyotes in the City of La Mirada, County of Los Angeles, State of California, as shown upon a map filed as Book 41819, Page 141, et seq. and Instrument No. 94-1143780 on 17 June 1994 of the Official Records, in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the centerline intersection of Valley View Avenue and Stage Road; thence

S 00° 35' 56" E, a distance of 223.13 feet along said centerline of Valley View Avenue; thence,

N 89° 24' 04" E, a distance of 50.00 feet to a point on the easterly right-of-way line for Valley View Avenue and on the southerly line of Parcel 1, filed in Book 19634, Page 54 on 6 October 1942 in the Office of said County Recorder; thence,

S 55° 54' 21" E, a distance of 19.50 feet along said southerly line of Parcel 1 to the TRUE POINT OF BEGINNING of the parcel herein described; thence,

S 55° 54' 21" E, a distance of 22.58 feet along said line of Parcel 1; thence,

S 06° 25' 16" W, a distance of 52.40 feet to a point; thence,

S 02° 33' 07" W, a distance of 234.76 feet to a point; thence,

S 89° 23' 56" W, a distance of 15.28 feet to a point on said easterly right-of-way of Valley View Avenue; thence,

N 00° 36' 04" W, a distance of 86.56 feet along said easterly right-of-way of Valley View Avenue to a point; thence,

N 02° 33' 31" E, a distance of 149.85 feet to a point; thence,

N 06° 25' 16" E, a distance of 63.56 feet to the TRUE POINT OF BEGINNING of the parcel of land herein describe and containing 5,669 square feet (0.1301 acre), more or less.

ADA 22

This real property Description was prepared by me or under my direction, in
conformance with the requirements of the Professional Land Surveyors Act.

signed this 7/24/09



Benjamin M. Aragon

Benjamin M. Aragon, L.S. No. 8016
Wilson & Company, Inc.

7-24-09

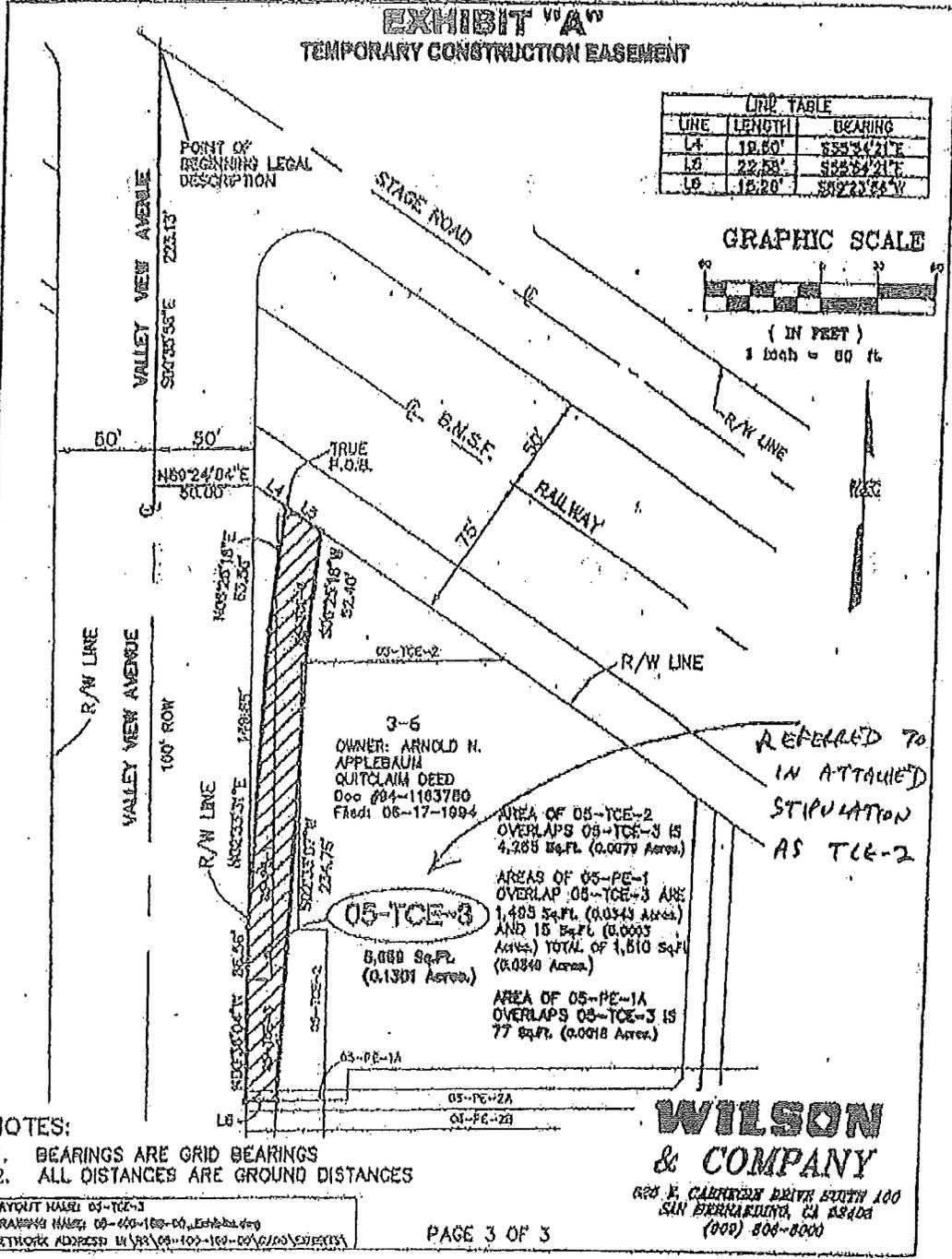
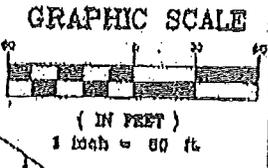
Date

Professional Surveyor Seal - used in the next page

mlk 7

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.80'	S55°34'21"E
L2	22.58'	S88°34'21"E
L3	15.20'	S82°23'54"W



3-6
 OWNER: ARNOLD H. APPELBAUM
 QUITCLAIM DEED
 Doc #94-1103780
 Filed: 06-17-1994

REFERRED TO
 IN ATTACHED
 STIPULATION
 AS TCE-2

AREA OF 05-TCE-2
 OVERLAPS 05-TCE-3 IS
 4,285 Sq.Ft. (0.0979 Acres)

AREAS OF 05-PE-1
 OVERLAP 05-TCE-3 ARE
 1,483 Sq.Ft. (0.0343 Acres)
 AND 15 Sq.Ft. (0.0003
 Acres) TOTAL OF 1,510 Sq.Ft.
 (0.0346 Acres)

AREA OF 05-PE-1A
 OVERLAPS 05-TCE-3 IS
 77 Sq.Ft. (0.0018 Acres)

05-TCE-3
 5,088 Sq.Ft.
 (0.1301 Acres)

NOTES:

1. BEARINGS ARE GRID BEARINGS
2. ALL DISTANCES ARE GROUND DISTANCES

LAYOUT FILE: 05-TCE-3
 DRAWING NAME: 05-00-100-00-ESTABL.DWG
 NETWORK ADDRESS: \\193.08-100-100-00\G100\ESTABL

WILSON & COMPANY
 620 E. CALIFORNIA DRIVE SUITE 100
 SAN BERNARDINO, CA 92404
 (909) 804-0000

Handwritten signature/initials

Exhibit 2

Auth DE

RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

1 RICHARDS, WATSON & GERSHON
A Professional Corporation
2 REGINA N. DANNER (Bar No. 137210)
rdanner@rwglaw.com
3 MICHAEL H. YOSHIBA (Bar No. 177301)
myoshiba@rwglaw.com
4 MARICELA E. MARROQUIN (Bar No. 232321)
mmarroquin@rwglaw.com
5 355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
6 Telephone: 213.626.8484
Facsimile: 213.626.0078

7 Attorneys for Plaintiff
8 CITY OF LA MIRADA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 CITY OF LA MIRADA,
13 Plaintiff,

14 vs.

15 ARNOLD N. APPLEBAUM, SOLID
STATE DEVICES, INC.; DOES 1
16 THROUGH 100, inclusive, and ANY AND
ALL PERSONS UNKNOWN HAVING
17 OR CLAIMING TO HAVE ANY TITLE
OR INTEREST IN OR TO THE
PROPERTY SOUGHT TO BE
18 CONDEMNED HEREIN,

19 Defendants.
20
21

Case No. BC 425738

**[PROPOSED] JUDGMENT IN
CONDEMNATION**

[Exempt from filing fees pursuant to Govt. Code § 6103]

[APN 8069-009-021]

Assigned for All Purposes To Honorable
Alan S. Rosenfield

Action Filed: November 10, 2009

22 HAVING READ the Stipulation for Judgment in Condemnation ("Stipulation")
23 between Plaintiff City of La Mirada ("City"), Defendants Arnold N. Applebaum and Solid
24 State Devices, Inc. ("Defendants Applebaum"), and good cause showing:

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that,

26 1. As described in the Stipulation, the City of La Mirada ("City") is acquiring an
27 approximate 2,925 square foot permanent roadway easement, a 260 square foot permanent
28 subsurface utility easement, a 9,747 square foot temporary construction easement

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1 ("TCE1"), with a term of forty-four months from the date of possession (expiring on June
2 1, 2014, and an approximate 5,669 square foot temporary construction easement ("TCE2"),
3 with a term of forty-nine months from the date of possession (expiring on November 1,
4 2014) (collectively "Subject Property Interests"), from the real property commonly known
5 as 14830 Valley View Avenue, in the City of La Mirada, California, and identified as Los
6 Angeles County Tax Assessor's Parcel Number 8069-009-021 ("Property").

7 2. The City contends it is acquiring the Subject Property Interests because they
8 are necessary to improve safety and traffic flow along that portion of Valley View Avenue
9 that is interrupted by the existing at-grade BNSF railroad crossing. The City further
10 contends that this project will increase the separation between trains and motor vehicle
11 traffic. In addition, the City further anticipates that the proposed project will reduce air and
12 noise pollution emanating from idling vehicles waiting for trains to pass through at-grade
13 crossings and will reduce noise pollution created by train horn and warning signals.
14 ("Project"). Pursuant to the Stipulation, and subject to its terms, it is adjudged and
15 decreed that the City has the right to take the Subject Property Interests using the power of
16 eminent domain.

17 3. The total amount of monetary compensation to be paid in this action by the
18 City is the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), that sum
19 is an all-inclusive global settlement total (hereafter "Total Just Compensation").
20 \$700,000.00 of the Total Just Compensation is allocated to cover the just compensation of
21 defendant Applebaum's real estate interests taken by the City in the Property. The
22 remainder is allocated to cover the goodwill/damage of defendant Solid State Devices, Inc.

23 4. Except as provided in the Stipulation and this Judgment with respect to Future
24 Damages, Defendants Applebaum expressly acknowledge that said Total Just
25 Compensation amount represents the full and final settlement of any and all claims and
26 rights arising from the City's permanent and temporary taking of the Subject Property
27 Interests, including, but not limited to, claims for just compensation for the Subject
28 Property Interests (including TCE1 but only through its expiration date of June 1, 2014 and

DRB

1 including TCB2 but only through its expiration date of November 1, 2014) and damage to
2 the remainder property, loss of business goodwill, severance damages of any type, inverse
3 condemnation and precondemnation damage claims, ordinary costs, litigation expenses,
4 expert witness fees, attorneys fees, statutory interest, damage to improvements pertaining to
5 the realty, personal property damage, or any other damage claim or reason, relating to the
6 Project for which the Subject Property Interests are sought to be acquired or to this action.

7 5. The City previously deposited the total amount of \$218,555.00 with the clerk
8 of the Court. Defendants Applebaum obtained a prior order to withdraw funds on deposit
9 with the court in the amount of \$188,446.00 and a check was issued and cashed by
10 Defendants Applebaum in the amount of \$188,446.00. Furthermore, pursuant to court
11 order an additional \$6,000 was withdrawn for the benefit of Defendants Applebaum. There
12 is therefore \$24,109.00 remaining on deposit with the court. The City and Defendants
13 Applebaum will prepare and execute any other documents necessary to promptly effectuate
14 the release of the Twenty Four Thousand One Hundred Nine Dollars (\$24,109.00)
15 remaining on deposit (if it has not been released already) to Defendants Applebaum,
16 payable to "Callanan, Rogers & Dzida, LLP, Trust Account for benefit of Applebaum
17 Clients" and to be delivered to the legal counsel of record for Defendants Applebaum c/o
18 Callanan, Rogers & Dzida, LLP, attn: Joseph S. Dzida, 800 S. Figueroa Street, Suite 1100,
19 Los Angeles, CA 90017. A court order has been issued allowing this which will be
20 processed through the court's finance department. The parties shall promptly cooperate (as
21 set forth in the Stipulation) with each other to effectuate release of these remaining funds on
22 deposit if they are not released pursuant to the court order already obtained.

23 6. Upon receipt of the court-signed Judgment in Condemnation, the City will
24 have 30 days to process payment of the remaining Total Just Compensation, which equals
25 the sum of One Million Five Hundred Eighty One Thousand Four Hundred Forty Five
26 Dollars (\$1,581,445) also made payable to "Callanan, Rogers & Dzida, LLP, Trust Account
27 for benefit of Applebaum Clients" and to be delivered to the legal counsel of record for
28 Defendants Applebaum c/o Callanan, Rogers & Dzida, LLP, attn: Joseph S. Dzida, 800 S.

1 Figueroa Street, Suite 1100, Los Angeles, CA 90017.

2 7. City shall maintain the Property's vehicular ingress and egress to/from Valley
3 View Avenue throughout Project construction; including access so that Air Liquide trucks
4 may continue to service the business at the Property. Work potentially impacting the
5 Property's south driveway entrance and access to the south parking lot over the south
6 driveway entrance shall be coordinated with Defendants Applebaum (through Allan
7 Harrison, Wafer Fab manager) and shall be performed during off-business hours, including
8 nights and weekends, so as to maintain vehicular access at all times during business hours.
9 The Stipulation and this Judgment contemplate and allow that, where work potentially
10 impacting the Property's south driveway entrance cannot be completed during off-business
11 hours, short durations of access blockage for utility relocation and driveway construction
12 may result. The City and its contractors will use best efforts to minimize any planned
13 disruption by coordinating in advance with Defendants Applebaum (through Allan
14 Harrison, Wafer Fab manager). Any such access blockage that cannot otherwise reasonably
15 be avoided shall be of sufficiently short duration, not to exceed one hour, so as not to
16 unreasonably impair daily business operations.

17 8. Future Damages. In the event that damage occurs in the future due to the
18 Project (including but not limited to damages, if any, due to interruption of access,
19 interruption of utilities, physical damage, vibration, dust, and/or shutdown of operations at
20 the Wafer Fab), any claims for such damages will be addressed and resolved under the
21 following procedures:

22 (a) After learning of the claimed damage, Defendants Applebaum will
23 promptly notify the City of the claimed damage so that City will have
24 an opportunity to mitigate the damage, if possible, through (a) the
25 City's construction management office at AECOM 14545 Valley View
26 Avenue, Suite R, Santa Fe Spring, CA 90670 (562) 926-6334, (323)
27 855-1670; attn: Mr. Peter Ho, and (b) the City of La Mirada, 13700 La
28 Mirada Boulevard, California 90638, (562) 943-0131, attn: Mr. Jeff

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(b) If the claimed damage is not alleviated by the City or its contractors within one day of such notice, Defendants Applebaum may request compensation for such claimed damages by filing a written claim (not a formal claim under the Tort Claims Act) with the City no later than 60 days after providing notice under subparagraph (a) above.

(c) Each such claim shall be promptly reviewed by the City and paid or compromised if possible. If the parties cannot agree on compensation, the issue will be promptly mediated before a retired judge or mediator mutually agreed to by the parties. If the mediation is unsuccessful, the issue will be resolved in binding arbitration before a retired judge mutually agreed to by the parties. The mediator and arbitrator will be selected from the then current panel of JAMS at JAMS 500 N. State College Blvd, 14th Floor, Orange, CA 92868. If the parties cannot agree on a mediator or arbitrator, the court shall appoint one for them. Further discovery shall be permitted only as ordered by the arbitrator, with due regard for the fact that the parties have completed discovery and have adopted arbitration as a post-judgment method of dispute resolution to avoid the expenditure of time and money normally involved in litigation and discovery in a civil action. The mediation and arbitration costs are to be split between the City and Defendants Applebaum with each party bearing their own attorney fees and expenses.

(d) The City shall get credit of \$481,445.00 against any real property damage claims and credit of \$1,100,000.00 against any loss of business goodwill claims brought by Defendants Applebaum.

9. If the City desires to extend the term of any of the temporary construction easements identified above, such extension or extensions will be conditioned upon

DWR 2

1 additional payment on the following terms: the City will pay Defendants Applebaum
2 \$1500 per month (and if applicable a prorated amount based upon a 30-day month) for the
3 actual extended term of TCE1 up to a maximum of five months (Expiring on November 1,
4 2014). Any additional extension beyond November 1, 2014, of TCE1 or TCE2 will be
5 conditioned upon payment of \$2500 per month for each easement so extended (and if
6 applicable a prorated amount based upon a 30-day month) for the actual extended term.
7 The Parties further agree that any extension to the terms of the temporary construction
8 easements cannot go beyond May 1, 2015. Upon expiration of the term of the TCE's,
9 including any extension to such term, the City shall return the TCE property reasonably to
10 the condition it was in before the Project.

11 10. In regard to the provisions of paragraph 8 above regarding Future Damages,
12 Defendants Applebaum shall allow City to take interior photos of all interior building areas
13 for future reference and use in verifying damage claims brought by said Defendants
14 Applebaum. The interior photos will be used for comparison reference to all future
15 physical damage claims hereafter. The photos will be kept by counsel for Defendants
16 Applebaum in a sealed envelope and shall only be used for evaluation of Defendants
17 Applebaum' future physical damage claims. Copies shall be promptly provided by the City
18 to Defendants Applebaum (through Allan Harrison, said Defendants' Wafer Fab Manager.

19 11. Except for claims regarding Future Damages, the entry of the Final Order of
20 Condemnation (after full payment of the Total Just Compensation) shall constitute the
21 waiver and release by Defendants Applebaum of any and all claims against City, its
22 officials, agents, contractors, and employees in connection with the Subject Property
23 Interests or this eminent domain proceeding that were asserted or could have been asserted
24 in this proceeding other than the duties and obligations created by the Stipulation. The
25 provisions of the Stipulation pertaining to Future Damages shall survive the filing of the
26 entry of this Judgment pursuant to this Stipulation, and entry or recording of any Final
27 Order of Condemnation in this case.

28 12. The date of possession to the City started on October 1, 2010.

[Proposed] Judgment in Condemnation

[Signature] 12

1 13. TCE1 will expire on June 1, 2014, and TCE2 will expire on November 1,
2 2014, unless extended as set forth above in paragraph 9.

3 14. Defendants Applebaum warranted that they are not aware of any unpaid real
4 property taxes, penalties or costs due on the Subject Property Interests for the period ending
5 October 1, 2010, the date of possession, and shall indemnify City in the amount of any such
6 unpaid taxes and penalties or any legal fees and costs incurred by City in connection with
7 any such unpaid taxes and penalties.

8 15. Defendants Applebaum warranted that they are not aware of any other person
9 or entity with any right or entitlement, by lien or otherwise, to the Subject Property Interests
10 or to the compensation awarded in this proceeding for the Subject Property Interests.

11 Specifically, and without limitation, Defendants Applebaum warranted and agreed:

- 12 a. That they will not further encumber the Subject Property Interests or
13 allow the Subject Property Interests to be further encumbered before
14 entry of the Final Order of Condemnation in this action.
- 15 b. That neither the Stipulation for Judgment in Condemnation nor
16 anything it requires or provides, including the transfer of the Subject
17 Property Interests to the City, violates or will violate any contract,
18 agreement, or instrument to which Defendants Applebaum are a party,
19 or that affects the Property, and that conveyance of the Subject
20 Property Interests to the City does not require consent of any person
21 who is not a party to the Stipulation for Judgment in Condemnation.
- 22 c. That Defendants Applebaum do not know of any pending, threatened,
23 or potential litigation, action, or proceeding against Defendants
24 Applebaum or any other party before any court or administrative
25 tribunal which is in any way related to the Property, except for this
26 action pending as Los Angeles County Superior Court Case No. BC
27 425738.

28 16. Each party shall bear its own litigation expenses, including but not limited to

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IRWIN RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

1 all attorney's fees, appraisers' fees, expert witness fees, and any and all other fees or costs
2 of any nature, including costs set forth in Code of Civil Procedure Section 1033.5.

3 17. All taxes, penalties, and costs which are a lien on the Subject Property
4 Interests, including all taxes and assessments which are apportioned and imposed with
5 respect to any period after October 1, 2010, are hereby canceled pursuant to sections 4986
6 and 5081 of the Revenue and Taxation Code.

7 18. Defendants Applebaum shall be entitled to apply to the appropriate County
8 agency for reimbursement of any tax assessments pertaining to the Subject Property
9 Interests that were prepaid by or on their behalf for the tax assessment period beyond
10 October 1, 2010.

11 19. Except with respect to Future Damages as set forth above and in the
12 Stipulation, each party to this Judgment waived the right to move for a new trial and to all
13 other post judgment proceedings, including the right to appeal.

14 20. Pursuant to the Stipulation and subject to full payment of the Total Just
15 Compensation, the parties waived their rights to a Statement of Decision, Notice of Entry of
16 Judgment, and Notice of Entry of Final Order of Condemnation.

17 21. Except as otherwise set forth in this Judgment and except for breach of any
18 terms or conditions contained in the Stipulation for Judgment in Condemnation, Defendants
19 Applebaum waive and forever release the City including its successors, officers, employees,
20 attorneys, agents, representatives, and anyone acting on or for the City's behalf, of and from
21 any and all claims, demands, actions or causes of action, or liabilities, known or unknown,
22 based upon or arising in connection with the Second Amended Complaint in Eminent
23 Domain herein, the Project for which the City is acquiring the Subject Property Interests,
24 construction in the manner proposed by the plans, or from the City's acquisition of the
25 Subject Property Interests.

26 22. Notice will be promptly given by the City to the Court of satisfaction of all
27 the payment terms of this Judgment in Condemnation.

28 23. Under Code of Civil Proc. section 664.6 or any similar successor statute, the

1 parties have requested and agreed that the Los Angeles Superior Court shall retain
2 jurisdiction to enforce the terms of the Stipulation and the settlement that it embodies until
3 full performance of its terms. It is so ordered, adjudged and decreed.

4 24. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that (except for
5 Defendants Applebaum) a default judgment is hereby entered against Defendants "ANY
6 AND ALL PERSONS WHO MAY HAVE ANY TITLE OR INTEREST IN OR TO THE
7 PROPERTY SOUGHT TO BE CONDEMNED HEREIN." Said defendants were provided
8 with service by publication, and proof of publication was filed on September 25, 2012. It
9 appearing to the Court that said defendants were regularly served with process and said
10 defendants failed to appear and answer Plaintiff's Second Amended Complaint and after
11 considering evidence on these matters submitted with the requests for entry of default, the
12 court duly entered the default of these defendants.

13
14
15 Dated: _____, 2013

Honorable Alan S. Rosenfield
Judge of the Superior Court of the State of
California

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ASR *27*



NEW BUSINESS

Authorization to Execute an Agreement with the City of La Mirada to Provide Aquatic Program Services

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the Mayor to execute an Agreement with the City of La Mirada to provide Aquatic Program Services.
2. Authorize the Director of Public Works to advertise for bids to remove the Aquatics Center spa and related equipment.

BACKGROUND

Pursuant to City Council direction in the aftermath of the elimination of Redevelopment, Staff has been assessing alternative service delivery models for a variety of city-provided services. The Aquatics Program is among the programs and services that we have been investigating alternative approaches to service delivery. As part of this on-going effort, staff initiated discussions with the City of La Mirada last year regarding the provision of aquatic program services. Last year's discussion did not provide enough time to develop a full proposal for contracting with La Mirada, but did yield some cost saving ideas that allowed the City to reap modest savings while still maintaining the in-house provision of services. Talks between the two cities continued this year and have resulted in the City of La Mirada providing a proposal beginning with the 2013 swim season, contained in the attached Agreement. The Agreement calls for the same level of service and programming provided by the City of Santa Fe Springs last year at a savings to the City, which would have an additional benefit of allowing the City's now-reduced staff to better focus on the myriad of other programs and services provided by the City. The proposed agreement is summarized below:

LA MIRADA AQUATIC PROGRAM SERVICES PROPOSAL SUMMARY

- **Aquatics Program.** La Mirada will provide the same aquatics programs and activities identified in the Santa Fe Springs 2012 Summer Program and Schedule of Activities, including swim lessons, Junior Lifeguard, private lessons Swim Team, adult lap swim, recreation swim, and water aerobics.
- **Fees.** La Mirada will charge the same fees listed for the 2012 Santa Fe Springs Aquatics Program.
- **Program Staffing.** La Mirada will provide all staffing, including an aquatics program supervisor. La Mirada will recruit, select, and train all staff for the aquatics program.

- **Aquatics Program Announcement.** Santa Fe Springs will include the aquatics programs, activities, schedule, and fees in the Santa Fe Springs 2013 Summer Program.
- **Facility Maintenance/Water Quality.** Santa Fe Springs will continue to operate and maintain the facility, equipment, and water quality. In addition, Santa Fe Springs will provide end-of-day janitorial service.
- **Program Administration.** Santa Fe Springs will administer program registrations. La Mirada will collect daily fees at the Aquatic Center. Santa Fe Springs will collect and account for daily registration fees.

- **La Mirada Cost Proposal.** La Mirada proposes to provide aquatics program services summarized above for an estimated cost of \$82,000 for the 2013 season.

Staff recommends that the City Council authorize the Mayor to execute the Agreement with the City of La Mirada to provide aquatic program services at the Santa Fe Springs Aquatic Center. The term of the agreement is for three (3) years, beginning with the 2013 season and including the 2015 season. The staff's recommendation is based on an estimated annual cost savings of \$74,400 as summarized below. In addition, there is an indirect cost savings by eliminating the administrative staff costs required to recruit, select, train, and manage part-time aquatic staff. There is also an indirect cost savings by eliminating the finance staff time required to maintain and process payroll for these part-time staff. In addition, the City of La Mirada has expressed a willingness to consider hiring Santa Fe Springs Lifeguards who might be displaced as a result of the agreement.

<u>Cost Item</u>	<u>Santa Fe Springs</u>	<u>La Mirada</u>
Staff Costs	\$ 101,614.00	\$ 68,547.00
Applied Benefits	\$ 21,650.00	\$ -
Administrative Overhead	\$ 25,383.00	\$ 13,700.00
Training	\$ 8,000.00	\$ -
Subtotal	\$ 156,647.00	\$ 82,247.00
Supplies	\$ 5,000.00	\$ 5,000.00
Maintenance Costs	\$ 200,000.00	\$ 200,000.00
Total	\$ 361,647.00	\$ 287,247.00
Estimated Revenue	\$ (56,000.00)	\$ (56,000.00)
Net Cost	\$ 305,647.00	\$ 231,247.00
 Estimated Cost Savings		\$ 74,400.00

AQUATIC CENTER SPA

The spa area of the Aquatic Center is not included in the La Mirada proposal. The spa area requires the replacement of the two (2) heaters, repair of leaks in both spas, and the installation of an ADA compliant lift. The estimated cost for these

capital improvements is \$30,000. In addition to the capital costs, the spa area requires a dedicated life guard during the hours it is available to the public. Due to the minimal number of spa patrons, staff is recommending removal of the two (2) spas and all related equipment. The estimated cost to remove the spas and equipment is \$10,000. This action will reduce both the staffing, and the operating and maintenance cost of the Aquatic Center.

Pursuant to City Council approval to advertise for bids from qualified contractors, staff will request approval of an appropriation as part of the City Council action to award a contract to remove the spas and equipment following the competitive bid process.

FISCAL IMPACT

The proposed Agreement with the City of La Mirada to provide aquatic program services will provide the City of Santa Fe Springs with an estimated annual savings of \$74,400. There are also additional administrative staff cost savings under this Agreement. Removing the Aquatic Center spa will result in an estimated cost savings of \$20,000, as well as, part-time staff cost savings by eliminating the need for a lifeguard. Although the City will not fully relieve itself of liability associated with the pool, it will shift the liability attributed to actions of the City of La Mirada's staff to the City of La Mirada, which will result in a reduction of our overall exposure to liability. In addition, it should be noted that the above listed cost savings could provide the basis for expanding the time frame of when the pool is open (perhaps beginning next summer), should the City's Financial position continue to stabilize.

INFRASTRUCTURE IMPACT

The Agreement will provide for the same level of programming and services that existed last summer. The recommended removal of the spa area of the Aquatics Center will have minimal impact on Aquatic Center programs and services available to the community.



Thaddeus McCormack
City Manager

Attachments:

1. Agreement with the City of La Mirada
2. Waiver of Liability (minor)
3. Waiver of Liability (adult)

AGREEMENT

FOR THE PROVISION OF AQUATIC PROGRAM SERVICES BY THE CITY OF LA MIRADA TO THE CITY OF SANTA FE SPRINGS AT THE AQUATIC CENTER

This Agreement is made and entered into this ____ day of _____, 2013 by and between the **CITY OF LA MIRADA** (hereinafter "**La Mirada**") and the **CITY OF SANTA FE SPRINGS** (hereinafter "**Santa Fe Springs**").

WHEREAS, La Mirada, having a Regional Aquatics Center, is in a position to provide Aquatic Program Services at the Santa Fe Springs Aquatic Center (hereinafter referred to as "Aquatic Center"); and

WHEREAS, La Mirada can provide staffing, supervision, program expertise, and customer service at the Aquatic Center; and

WHEREAS, Santa Fe Springs is undertaking innovative and cost-saving approaches to providing services to the community; and

WHEREAS, La Mirada, in the spirit of collaboration between two governmental bodies, has offered to provide aquatic program services at the Aquatic Center for a revenue neutral fee; and

NOW, THEREFORE, the parties agree as follows

1. **Purpose.** The purpose of this Agreement is to define the scope of aquatic program services to be provided to Santa Fe Springs by La Mirada, set forth the compensation to be paid to La Mirada for such services, and enumerate other related provisions that will contribute to the mutual benefit of the parties to this Agreement.
2. **Term.** This Agreement shall become effective on _____ and shall continue through November 30, 2015. Either party may terminate this Agreement as provided for in Section 9.
3. **Scope of Services.** Santa Fe Springs and La Mirada agree that services and responsibilities shall be assumed and performed by each party as described herein. Changes in services and responsibilities must be negotiated and mutually agreed upon by both parties.

A. Site.

The Aquatic Center is located at 10145 Pioneer Blvd., Santa Fe Springs, and includes a main pool, a shallow pool, surrounding deck area, ADA compliant lift, men's locker room, women's locker room, two office areas, check-in/out area, meeting room, snack bar area, shaded spectator area and picnic area. Public parking is available in front of the Aquatic Center.

B. Aquatic Program Services.

- (1) La Mirada agrees to provide the aquatics program, schedule and fees as published in the Santa Fe Springs Summer 2012 Activities, Class Schedule and Programs document and incorporated herein ("the Program") by reference. In general, the aquatics program components will include, but not be limited to, swim instruction, Junior Lifeguard Program, competitive swim team, recreation swimming, lap swim opportunities, water exercise classes and community rentals of the pool and picnic area.
- (2) Prior to the start of the La Mirada Aquatic Program Services, representatives from both Santa Fe Springs and La Mirada shall conduct a comprehensive site walk-through and inspection of the aquatic center noting deficiencies, if any that require corrective action and to document the current conditions of the pool facilities, structures, and equipment to include restrooms, showers, etc.
- (3) Any modification to the program should be stated in a memorandum agreed to and signed by a Director level person from each city.
- (4) La Mirada will coordinate and provide a minimum of one special event at the Aquatic Center for the community each season. The special event should be family oriented and include a barbeque, swimming, dancing and games. Santa Fe Springs will assist with staffing the special event.

C. Staff.

La Mirada agrees to recruit, hire, train, supervise, schedule, and provide payroll services and worker's compensation benefits for employees required to operate the Program, and to recruit, train, supervise and schedule the Pool Supervisor, adhering to all procedures, policies, codes, and certification requirements consistent with La Mirada personnel policies, standards in the aquatics industry, and recommendations by the American Red Cross, or equivalent CAL OSHA and other regulatory bodies and agencies, relevant to the program operation of the Aquatic Center.

D. Program Promotion and Registration.

- (1) Santa Fe Springs will be responsible for announcing, promoting and publicizing the annual aquatics program, schedule and fees in the annual Santa Fe Springs Summer Program publication, as well as the City's website, the news media, print material and other public outreach opportunities.
- (2) Santa Fe Springs shall conduct program registration as identified in the annual Summer Program, including mail-in registration and walk-in registration at the Santa Fe Springs Town Center Hall.
- (3) Registration materials shall include a standard Adult and Minor Liability Release Agreement in favor of Santa Fe Springs and La Mirada requiring patrons to hold harmless each City in the event of personal injury or property damage resulting from action or inaction of either City, or condition of the Aquatic Center. (Attachment A)

- (4) Registration materials shall include a standard Photography Release Agreement in favor of Santa Fe Springs to use and/or publish photographic pictures for Aquatic Center promotion or other Santa Fe Springs city purposes and hold harmless Santa Fe Springs for claims of libel or invasion of privacy.

E. Maintenance of Aquatic Center.

- (1) Santa Fe Springs shall provide all regular and routine maintenance of the Aquatic Center related to the operation of the pools, pool furnishings, landscape, landscape furnishings, and buildings' interior and exterior. The term "regular and routine" shall mean routine expenditures in connection with the use of the physical plant such as cleaning, disinfecting, heating, lighting, water, and similar items which are regularly incurred, and for operating repairs to the fixed equipment, swimming pools, buildings, heating system, plumbing, hardware, and emergency repairs of similar nature.
- (2) Santa Fe Springs shall provide all utility, water, electrical, gas, telephone, and garbage disposal services to the Aquatic Center, at its sole expense.
- (3) La Mirada shall notify Santa Fe Springs of dangerous, hazardous or unsafe conditions immediately upon discovery and shall prevent public exposure to such by means of notification and/or identification with proper signage and separation.
- (4) Santa Fe Springs shall provide timely repairs to pools, furnishings, landscape, buildings and equipment, and shall respond immediately to dangerous, hazardous or unsafe conditions.
- (5) Santa Fe Springs shall provide garbage receptacles and disposal to serve the Aquatic Center.
- (6) Santa Fe Springs shall provide all cleaning equipment, materials, soaps and restroom paper products, and stock the same at the Aquatic Center.
- (7) Santa Fe Springs shall provide end-of-day custodial service for deep cleaning of Aquatic Center.
- (8) La Mirada shall provide the following services at the Aquatic Center
 - (a) Deck sweeping and/or water spray cleaning
 - (b) Pool cleaning as required
 - (c) Garbage receptacle emptying
 - (d) Litter pick up
 - (e) Restroom floor surface cleaning
 - (f) Office sweeping, surface wipe down
- (9) La Mirada shall prepare and conduct a daily opening and closing procedure, which shall include:

- (a) Pool-cover installation and removal as needed
- (b) Daily safety review of facilities and equipment

F. Equipment.

- (1) La Mirada shall purchase all required safety and first aid equipment utilized by Aquatic Center staff including but not limited to training materials, swim lesson and water exercise class equipment, uniforms, backboard and rescue tubes, flotation devices, cash register, safe and other office items as required and approved by Santa Fe Springs. These items will be billed to the City of Santa Fe Springs by the City of La Mirada.
- (2) Santa Fe Springs shall be responsible for the replacement of any equipment at the Aquatic Center required to maintain health and safety standards at the physical pool site. This shall include but is not limited to pools and pump motor parts, pool covers, chemicals, ladders, restroom equipment and supplies, etc., except for such replacement made necessary by the negligence of La Mirada.

G. Food Services.

- (1) Santa Fe Springs shall independently contract for food/beverage vending on site. Vending equipment shall be installed prior to pool opening and removed at the end of the Program season. Vending items provided shall include healthy options, such as fruit, reduced or low sugar items, frozen fruit bars, bottled water and non-sugar containing drinks.
- (2) Santa Fe Springs shall retain any and all revenue generated by the vending contract.

H. Fees.

- (1) Resident and Non-Resident Fees for all aquatic programs and classes and use of the Aquatic Center are identified in the published Santa Fe Springs Summer Program of Activities and Classes.
- (2) La Mirada shall collect record and deposit daily fees in an on-site safe collected at the check-in area. Patrons shall receive a receipt for payment and/or a daily admission wristband as proof of payment for admission.
- (3) Santa Fe Springs will collect daily cash deposits from the Aquatic Center safe.

I. Pool Rental.

- (1) Santa Fe Springs shall rent the Aquatic Center for special occasions consistent with the Aquatic Center private rental information regarding fees and schedule and as contained in the Santa Fe Springs Summer Program. Rental agreements shall not conflict with the Aquatic Program schedule. La Mirada must be notified prior to the booking of any rental to allow for enough time for La Mirada to properly schedule staff for the Rental.

- (2) La Mirada reserves the right to rent the Santa Fe Springs Aquatic Center for La Mirada activities and groups. The cost for the pool rental shall be paid to Santa Fe Springs and shall cover the cost of staff, including the 20 percent administrative fee. Such rentals shall not conflict with pre-arranged Santa Fe Springs aquatic programs.
- (3) Santa Fe Springs may request staff services from La Mirada for the purpose of rental events. La Mirada shall be reimbursed for its actual staff costs including benefits at rental events. The rates will be based on actual staff costs and benefits which are included in Section L., plus 20 percent for overhead costs. These hourly rate ranges are for the 2013 season and may be adjusted by La Mirada for future seasons.
- (4) Third party rental agreements must include proof of insurance from the third party lessee demonstrating possession of general liability insurance by the third party lessee in an amount not less than one million dollars. An insurance endorsement shall be provided adding as additional insured's under the third party's policy, the City Santa Fe Springs, its officers, agents and employees, and the City of La Mirada and its respective officials, officers, agents, employees, and volunteers.

J. Closure/Reduction in Hours of Operation.

It is understood that the Aquatic Center may be closed for reasons out of the control of Santa Fe Springs, which may include, but are not limited to, unforeseen actions of third parties, catastrophic damage to the Aquatic Center which requires closure for health or safety reasons, and unanticipated and/or extraordinary maintenance costs which result in unbudgeted expenses and/or capital costs for immediate improvements. If a portion or all of the Aquatic Center is closed, or operational hours reduced from the Santa Fe Springs Summer Program Schedule, Santa Fe Springs shall have no financial responsibility to La Mirada or program participants. In such event, both parties shall attempt to resolve outstanding issues due to closure or reduction in hours, or if unable to do so, shall agree to terminate this Agreement as provided for in Section 9 or as otherwise mutually agreed by the parties.

K. Evaluation Report.

La Mirada shall submit to Santa Fe Springs, within 90 days of the end of the season's Program and closure of the Aquatic Center, a report outlining the Program as delivered and patronage of individual parts of the Program. The Program Report shall also include evaluation and recommendation for future scope of program. La Mirada shall be responsible for collecting and evaluating any patron program response(s) deemed valuable for use as an evaluation tool.

L. Payment for Services.

In exchange for and in consideration of the aquatic program management services to be performed by La Mirada as specified herein and in the 2013 Santa Fe Springs Summer Program, Santa Fe Springs herein agrees to pay the sum of actual staff

costs including benefits plus 20 percent for overhead costs. The rates will be based on actual staff costs which are estimated below.

Supervisor	(\$23.33 - \$26.67)/hour
Instructor Guard	(\$18.52 - \$21.36)/ hour
Instructor	(\$15.10 - \$18.23)/hour
Lifeguard	(\$15.10 - \$18.23)/hour
Cashier/Bag Att.	(\$13.02 - \$16.83)/hour

Hourly rate ranges are for the 2013 season and may be adjusted by La Mirada for future seasons. This agreement is intended to be revenue-neutral, and should services rendered under the scope of this agreement result in additional costs to La Mirada, Santa Fe Springs shall be responsible for reimbursement of those costs to La Mirada. Santa Fe Springs will be invoiced by the La Mirada for its actual costs to provide services as described in this agreement. Furthermore, Santa Fe Springs shall reimburse La Mirada for General Liability and Workers' Compensation costs resulting out of this agreement, except for those costs resulting from La Mirada's gross negligence or willful misconduct.

La Mirada will submit invoices to Santa Fe Springs' Finance Department on a monthly basis. Payments will be due to La Mirada within 60 days of invoice date.

La Mirada reserves the right to negotiate the payment for services for each year of this agreement after 2013. Aquatic program services provided by La Mirada beyond the 2013 Santa Fe Springs Summer Program will be compensated separately and at the hourly rate and overhead amount identified in Section I-2 above.

4. Indemnification and Hold Harmless.

Parties agree to the following:

A. To the fullest extent permitted by law, Santa Fe Springs agrees to protect, defend, indemnify, and hold harmless La Mirada, its officers, elected officials, agents, and employees, from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any act and/or omission of Santa Fe Springs, its directors, officials, officers, employees, agents, and/or volunteers, arising out of or in connection with, the performance of this Agreement, including but not limited to claims and liabilities for personal injury, death, and/or property damage.

B. La Mirada agrees to protect, defend, indemnify, and hold harmless Santa Fe Springs, its officers, elected officials, agents, and employees, from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any act and/or omission constituting gross negligence or willful misconduct on the part of La

Mirada, its directors, officials, officers, employees, agents, and/or volunteers, arising out of or in connection with, the performance of this Agreement, including but not limited to claims and liabilities for personal injury, death, and/or property damage, all as determined by a final court decision or agreement of the parties.

C. In the event of alleged concurrent gross negligence or willful misconduct of Santa Fe Springs and La Mirada, and/or their respective officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of that concurrent gross negligence or willful misconduct, shall be apportional under the "California Theory of Comparative Negligence" (as presently established, or as may be hereafter modified). The duty to indemnify shall include the duties defined as set forth in Section 2778 of the California Civil Code.

D. In the event that an employee of La Mirada submits a workers' compensation claim under the scope of this agreement, notification shall be made to Santa Fe Springs in a timely manner and a thorough investigation shall be conducted to determine the nature and cause of the injury. Once complete, a meeting will be held between both Cities to discuss the findings and determination of the responsible party. Santa Fe Springs shall reimburse La Mirada for any increase in its annual workers' compensation contribution payment(s) to the California Joint Powers Insurance Authority attributable to mutually agreed upon claims. The provisions of this section shall survive the termination and/or expiration of this Agreement until such time that all workers' compensation claims attributable to Santa Fe Springs are closed and settled.

E. The provisions of Section 4, Indemnification and Hold Harmless shall survive the termination or expiration submitted of this Agreement.

F. Nothing contained in this section or this Agreement shall be construed to create a liability to or a right of indemnification in any third party.

5. Insurance.

A. La Mirada. Without limiting the indemnification provisions herein, La Mirada shall provide general liability coverage for a minimum of \$5,000,000. La Mirada will provide Santa Fe Springs with a Certificate of Coverage naming Santa Fe Springs as an additional covered party under such Memorandum of Coverage during the term of this Agreement. Should such coverage be canceled during the term of this Agreement, La Mirada shall notify Santa Fe Springs and Santa Fe Springs shall have the option to terminate this Agreement.

B. Santa Fe Springs. Without limiting the indemnification provisions herein, Santa Fe Springs shall provide general liability coverage for a minimum of \$5,000,000. Santa Fe Springs shall provide La Mirada with a Certificate of Coverage naming La Mirada as an additional covered party under such Memorandum of Coverage during the term of this Agreement. Should such liability coverage be canceled during the term of this Agreement, Santa Fe Springs shall notify La Mirada and La Mirada shall have the option to terminate this Agreement.

6. Third Party Action Notification.

A. Each party to this Agreement shall give the other prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the other party by any person or entity that may result in litigation related in any way to the services performed pursuant to this Agreement.

B. In the event a claim is made, both parties agree to come together for a litigation strategy meeting within thirty (30) days of the receipt of claim. If either party chooses to leave the JPIA, a reevaluation of the agreement would be required.

7. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations pursuant to this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of California, that provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver.

A waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Termination.

Either party may terminate this Agreement prior to the end of the term by providing a 30-day written notice to the other party. In the event that either party terminates this Agreement, each party agrees to be solely responsible for any costs incurred by their agency that are associated with planned aquatics program and facility management.

10. Notices.

Unless stated otherwise herein, all notices and demands shall be in writing and sent to the City Manager of Santa Fe Springs and the City Manager of La Mirada, or to such other city officials as the parties may hereafter designate in writing.

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when so mailed or hand delivered at the addresses specified above.

11. Survival.

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term of expiration of this Agreement and shall be binding on the parties to this Agreement.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws, rules and regulations of the State of California.

13. Compliance with Law.

All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

14. Neutral Authorship.

Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

15. Filing.

A copy of this Agreement shall be filed with the Santa Fe Springs and La Mirada City Clerk's offices.

16. No Employment Relationship.

Santa Fe Springs and La Mirada understand and expressly agree that in connection with this Agreement, each agency bears full responsibility for controlling the manner and means by which their respective employees perform work, and for providing all compensation and other employment benefits including payroll taxes and workers' compensation coverage to their respective employees. Santa Fe Springs employees are not La Mirada employees and La Mirada employees are not Santa Fe Springs employees, and employees of either agency shall have no right to, and shall make no claim for, any type of employment benefits or compensation from the other agency.

17. Entire Agreement—Amendments.

The terms and conditions of this Agreement represent the entire Agreement of the parties with respect to the subject matter of this Agreement and supersede any and all prior negotiations, discussions, understandings, and agreements between the parties as to the subject matter hereof. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by Santa Fe Springs and La Mirada. The Santa Fe Springs City Manager, or his designee, is authorized to alter or modify the terms and conditions on behalf of Santa Fe Springs as necessary. The La Mirada City Manager, or his designee, is authorized to alter or modify the terms and conditions on behalf of La Mirada as necessary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SANTA FE SPRINGS

Thaddeus McCormack
City Manager

ATTEST:

Anita Jimenez
Deputy City Clerk

APPROVED AS TO FORM:

Steve Skolnik
City Attorney

CITY OF LA MIRADA

Thomas E. Robinson
City Manager

ATTEST:

Anne Haraksin
City Clerk

APPROVED AS TO FORM:

James Markman
City Attorney

CITY OF SANTA FE SPRINGS

WAIVER OF LIABILITY

AQUATICS CLASS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

(MINOR)

I, the undersigned, do hereby consent to allow my minor child, _____, to participate in the following Aquatics Class(es) _____, including all activities related thereto and use of all premises, provided by the City of Santa Fe Springs ("the Activities") on or beginning on _____, 20____. In consideration of my minor child being permitted to participate in the Activities, and to the fullest extent permitted by law, I hereby voluntarily waive, release and discharge in advance any and all actions or causes of action and claims for personal injury, property damage and/or wrongful death that I, my minor child, and/or any of our heirs or other successors in interest may have, or that may thereafter accrue, as a result of my minor child's participation in the Activities, including any transportation and/or other activities incidental thereto. This document is intended to release and hold harmless in advance the City of Santa Fe Springs, the City of La Mirada, and each City's elected officials, officers, employees, volunteers and agents ("Sponsors" herein) from any and all liabilities, claims and/or actions arising out of or connected in any way with my minor child's participation in the Activities, even if caused by the active or passive negligence of any of the Sponsors. I further authorize the provision of emergency medical aid to my minor child, if needed during the Activities and agree that this waiver and release shall apply to any such treatment.

I understand that serious accidents occasionally occur during similar activities, and that participants occasionally sustain fatal or serious personal injuries as a consequence thereof. Knowing these risks, however, on behalf of my minor child I nevertheless expressly assume those risks and agree that under no circumstances will I, my minor child, or any of our heirs or other successors in interest prosecute any civil action or claim for personal injury, property damage or wrongful death against any of the Sponsors who, through active or passive negligence, but not gross negligence, might be liable to me or my minor child's heirs or other successors in interest for damages.

I further agree to indemnify, defend and hold free and harmless the Sponsors, and each of them, with respect to any and all claims and actions asserted by any person, including any of the Sponsors, for any damages, liabilities, losses, and/or injuries, arising out of or in any way connected with my minor child's participation in the Activities, including but not limited to, any transportation to and from the Activities, to the fullest extent permitted by law.

I AM SIGNING THIS DOCUMENT WITH THE INTENT TO RELEASE AND HOLD HARMLESS IN ADVANCE THE CITY OF SANTA FE SPRINGS, THE CITY OF LA MIRADA, AND EACH CITY'S ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS WITH RESPECT TO ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE SAME, TO THE MAXIMUM EXTENT PERMITTED BY LAW. I HAVE READ THIS DOCUMENT AND UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THE SAME I AND MY MINOR CHILD ARE GIVING UP IMPORTANT LEGAL RIGHTS.

Date

Signature of Participant

Home Telephone Number: (_____) _____

CITY OF SANTA FE SPRINGS

WAIVER OF LIABILITY

AQUATICS CLASS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

(ADULT)

In consideration of my being allowed to participate in the following Aquatics Class(es) _____, including all activities related thereto and use of all premises, provided by the City of Santa Fe Springs ("the Activities") on or beginning on _____, 20_____, and to the fullest extent permitted by law, I, the undersigned, hereby voluntarily waive, release and discharge in advance any and all actions or causes of action and claims for personal injury, property damage and/or wrongful death that I may have, or which may thereafter accrue to me or to any of my heirs or other successors in interest, as a result of my participation in the Activities, including any transportation and/or other activities incidental thereto. This document is intended to release and hold harmless in advance the City of Santa Fe Springs, the City of La Mirada, and each City's elected officials, officers, employees, volunteers and agents ("Sponsors" herein) from any and all liabilities, claims and/or actions arising out of or connected in any way with my participation in the Activities, even if caused by the active or passive negligence of any of the Sponsors. I further authorize the provision of emergency medical aid to me if needed during the Activities and agree that this waiver and release shall apply to any such treatment.

I understand that serious accidents occasionally occur during similar activities, and that participants occasionally sustain fatal or serious personal injuries as a consequence thereof. Knowing these risks, however, I nevertheless expressly assume those risks and agree that under no circumstances will I, or any of my heirs or other successors in interest prosecute any civil action or claim for personal injury, property damage or wrongful death against any of the Sponsors who, through active or passive negligence, but not gross negligence, might be liable to me or my heirs or other successors in interest for damages.

I further agree to indemnify, defend and hold free and harmless the Sponsors, and each of them, with respect to any and all claims and actions asserted by any person, including any of the Sponsors, for any damages, liabilities, losses, and/or injuries, arising out of or in any way connected with my participation in the Activities, including but not limited to, any transportation to and from the Activities, to the fullest extent permitted by law.

I AM SIGNING THIS DOCUMENT WITH THE INTENT TO RELEASE AND HOLD HARMLESS IN ADVANCE THE CITY OF SANTA FE SPRINGS, THE CITY OF LA MIRADA, AND EACH CITY'S ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS WITH RESPECT TO ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE SAME, TO THE MAXIMUM EXTENT PERMITTED BY LAW. I HAVE READ THIS DOCUMENT AND UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THE SAME I AM GIVING UP IMPORTANT LEGAL RIGHTS.

Date

Signature of Participant

Home Telephone Number: (_____) _____



PRESENTATION

Introduction of the 2013 Memorial Scholarship Program Recipients

BACKGROUND

The Memorial Scholarship Program began in the year 1985, primarily through the efforts of Ms. Thelma Montgomery, the former Principal of Santa Fe High School, in an effort to remember the contributions and legacy of Councilmember Armando Mora. Through the years, the program has expanded to include two additional Councilmembers who have also passed away: Lorenzo Sandoval and Albert L. Sharp. This year, the Memorial Scholarship Program celebrates its 28th anniversary by continuing to recognize outstanding young men and women in our community who wish to fulfill their dream of continuing their education beyond high school.

The three Memorial Scholarships each present two recipients with a \$1,000 award to be used towards the cost of their college education. Students applying for the Memorial Scholarships must meet the basic requirements: 1) Reside in the City of Santa Fe Springs; 2) be a senior in high school attending Santa Fe, St. Paul, or Pioneer High Schools; and 3) currently maintain a 3.0 grade point average (GPA). In addition, the Memorial Scholarships each have a particular area of focus as determined by the respective families, as follows:

Armando Mora Service Memorial Scholarships

The Armando Mora Scholastic & Service Memorial Scholarship identifies high school seniors attending Santa Fe, St. Paul, or Pioneer High Schools who maintain above average grades while providing and promoting outstanding service to their high school and community. The aspects of service to community and education was of particular interest to Councilmember Mora as he dedicated himself to serving his community and promoted youth development through service to others.

Lorenzo Sandoval Athletic Memorial Scholarships

The Lorenzo Sandoval Athletic Memorial Scholarships rewards Santa Fe High School seniors who work diligently to maintain a 3.0 or better GPA and are participants in varsity athletics. Not only must the applicants play on a team, but they must also be leaders and describe their leadership traits and how they came to foster and utilize them. High school athletics was a genuine love of Councilmember Sandoval as he was a high school principal and promoted athletic involvement by community youth throughout the City.

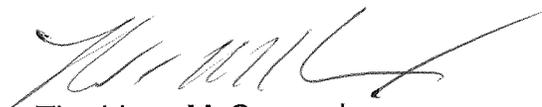
Albert L. Sharp Memorial Scholarships

The Albert L. Sharp Memorial Scholarships seeks to identify and reward Santa Fe High School seniors who are not only strong performers in the classroom and in the athletic arena, but who are also dedicated to improving their community through involvement in school service groups and/or student government. A connection between theory and application through business was of interest to Councilmember Sharp, as promoted in the Albert Sharp Memorial Scholarship criteria.

A total of twenty applicants were interviewed by the respective representatives of the Memorial Scholarships families with the support of Mayor Pro Tem Trujillo and Councilmembers González and Rounds, as well as representatives from Santa Fe High School. The final candidate interviews were conducted on April 17, 24, and May 2.

The recipients, along with their families and high school administrators, have been invited to tonight's meeting to be recognized for their academic accomplishments, athletic achievements, leadership, and service to the community.

The Mayor may wish to call upon Management Assistant Wayne Bergeron, who also serves as the Program Coordinator for the Memorial Scholarship Program, to assist with the presentation of the Memorial Scholarships recipients.



Thaddeus McCormack
City Manager

Attachment(s)

None



PRESENTATION

Every 15 Minutes Program

RECOMMENDATION

The Mayor may wish to call upon the Family and Youth Intervention Program Coordinator, Rick Brown, to talk about "Every 15 Minutes", show a short video of the program, and recognize the California Highway Patrol, Santa Fe High School, and Downey Regional Medical Center Staff for their support of this program.

BACKGROUND

On April 10 and 11 of this year, the Police Services Department with assistance from Fire-Rescue, Whittier PD, and the Family and Youth Intervention Program along with local agencies participated in the "Every 15 Minutes" Program.

The two-day program focuses on challenging high school juniors and seniors to think about drinking and driving, personal safety, and the responsibility of making mature decisions when it comes to alcohol consumption.

It brought together a broad coalition of interested groups and City Departments and Programs with the goal of reducing alcohol-related traffic fatalities among youth. Among the longtime agencies that have contributed to this program are our friends at the California Highway Patrol, Downey Regional Medical Center, and Santa Fe High School who have been strong supporters and active participants for over a decade. Without the active involvement, funding, and participation of these institutions, the "Every 15 Minutes" program would cease and be unable to reach the youth in our community, and thus, prevent tragic situations from occurring in the future.

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

Thaddeus McCormack
City Manager



PROCLAMATION

Proclaiming the Week of May 13-17, 2013, as "Week of the Young Child" in Santa Fe Springs

RECOMMENDATION

That the City Council proclaim the week of May 13-17, 2013, as "Week of the Young Child" in Santa Fe Springs.

BACKGROUND

The City's Child Care and Development Section of the Family & Human Services Division joins with the National Association for the Education of Young Children in the annual celebration of the "Week of the Young Child," to be observed from May 13-17, 2013. The celebration, held in many communities across the nation, exists to build awareness of the value of early learning opportunities which are crucial to the growth and development of children. Young children and their families depend on high-quality education and care, which help children get a great start and will bring lasting benefits to the Santa Fe Springs community. Week of the Young Child is a time to recognize the importance of early learning and literacy, and to celebrate the teachers and policies that bring early childhood education to the young children of Santa Fe Springs. The National theme for the 2013 Week of the Young Child is "Early Years Are Learning Years." Our sub-theme, which reflects our City's commitment to children, is "Building a Better Community One Child at a Time."

During the week of May 13-17, many special activities will take place in order to celebrate the City's young children and highlight Santa Fe Springs' commitment to the health and well-being of children. We will culminate the week with a Family celebration and the dedication of our inter-generational garden at the Gus Velasco Neighborhood Center. There will also be a display in the City Hall Lobby featuring the work of the children who participate in the City's Child Care and Development Programs.

The Mayor may wish to call upon Judi Manalisay, Children's Services Administrator to assist with the presentation of the proclamation.

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

Thaddeus McCormack
City Manager

Attachment:
Proclamation

Week of the Young Child

Whereas, the City of Santa Fe Springs, in conjunction with the National Association for the Education of Young Children, is celebrating the Week of the Young Child, May 13 through 17, 2013; and

Whereas, Santa Fe Springs is committed to improving early learning opportunities for children through their well-established Preschool, Child Care, and Development Programs that provide a foundation of learning for children in Santa Fe Springs; and

Whereas, Santa Fe Springs is working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Santa Fe Springs California; and

Whereas, teachers, City Administrators, and Councilmembers who make a difference in the lives of young children in Santa Fe Springs deserve thanks and recognition; and

Whereas, public policies that support early learning for all young children are crucial to young children's futures;

Now, therefore, I, Richard J. Moore, Mayor of the City of Santa Fe Springs California, do hereby proclaim May 13 through 17, 2013, as the Week of the Young Child in Santa Fe Springs and encourage all citizens to work to make a good investment in early childhood in Santa Fe Springs.

Dated this 9th day of May 2013

Mayor

ATTEST:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

May 9, 2013

PROCLAMATION

Proclaiming the Week of May 19 - 25, 2013 as "National Public Works Week"

RECOMMENDATION

That the City Council proclaim the week of May 19 - 25, 2013 as "National Public Works Week".

BACKGROUND

National Public Works Week (NPWW) is a celebration of the tens of thousands of men and women in North America who provide the services and maintain the infrastructure collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, the goal is to call attention to the importance of public works in community life.

National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations. This year's theme is "Because of Public Works".

The Mayor may wish to call upon Noe Negrete, Director of Public Works, to receive the proclamation.

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

Thaddeus McCormack
City Manager

Attachment:
Proclamation

Handwritten initials in black ink, possibly "NN".

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: May 2, 2013

NATIONAL PUBLIC WORKS WEEK

May 19 through May 25, 2013

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, public infrastructure is the backbone of society; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, storm drains, sewers, streets and highways, public buildings and facilities, and traffic signals; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, construction and maintenance is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, I, Richard J. Moore, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim the week of May 19 – 25, 2013 as

NATIONAL PUBLIC WORKS WEEK

in the City of Santa Fe Springs and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

DATED this 9th day of May, 2013.

MAYOR

ATTEST:

DEPUTY CITY CLERK



APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

<u>Committee</u>	<u>Vacancy</u>	<u>Councilmember</u>
Beautification	3	González
Beautification	1	Moore
Beautification	2	Rios
Community Program	2	Rios
Community Program	3	Rounds
Community Program	5	Trujillo
Family & Human Services	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	2	Trujillo
Parks & Recreation	1	Moore
Parks & Recreation	1	Rios
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	2	Rios
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	3	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	2	Rounds
Sister City	2	Trujillo

Recent Actions: Vaibhav Narang was removed from the Beautification Committee.

Applications Received: None.

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

Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Joshua Rojo

BEAUTIFICATION COMMITTEE

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

Membership: 25

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

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

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

Membership: 25

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

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

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

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

Organizational Representatives: Nancy Stowe
 Evelyn Castro-Guillen
 Elvia Torres
 (SPIRITT 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 Gus Velasco Neighborhood Center Room 1

Membership: 9 Voting Members
 6 Non-Voting Members

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

Committee Representatives

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

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

*Asterisk indicates person currently serves on three committees

HISTORICAL COMMITTEE

Meets Quarterly - The 1st. Tuesday of Jan. and the first Tuesday of April, July, and Oct.,
at 5:30 p.m., Carraige Barn

Membership: 20

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

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

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

Membership: 25

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

**Asterisk indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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	6/30/2013
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Chambers

Council

Membership: 5

APPOINTED BY

NAME

Gonzalez

Jaime Velasco

Moore

Manny Zevallos

Rios

Michael Madrigal

Rounds

Susan Johnston

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

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

Membership: 25

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

*Asterisk indicates person currently serves on three committees

SISTER CITY COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Amanda Tomsick	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(13)
	Dominique Velasco	(14)
	Lucy Gomez	(13)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Marlene Vernava	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees.

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

APPOINTED BY

NAME

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rios

Sally Gaitan

Rounds

Ted Radoumis

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Victor Garza	(14)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rios	Precious Ramirez	(14)
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Rounds	Drew Bobadilla	(13)
	Andrea Valencia	(13)
	Laurence Ordaz	(16)
	Lisa Baeza	(13)
Trujillo	Paul Legarreta	(17)
	Martin Guerrero	(13)
	Cameron Velasco	(16)
	Kevin Ramirez	(13)