



Agenda Report

Date: February 23, 2016
To: Jeffrey W. Collier, City Manager
From: Conal McNamara, Community Development Director
Subject: Architectural and Engineering Services
Uptown Whittier Streetscape Beautification Plan

RECOMMENDATION

It is recommended the City Council:

1. Adopt a resolution to appropriate \$203,000 of Earthquake Recovery Bond Projects funds for the preparation of the Uptown Whittier Streetscape Beautification Plan;
2. Approve a professional services agreement with SWA for architectural and engineering consulting services for a not-to-exceed fee of \$203,000 for the preparation of the Uptown Whittier Streetscape Beautification Plan; and
3. Authorize the City Manager to execute the agreement.

BACKGROUND

The Uptown area is the City's historic central business district. It includes an area of about 185 acres and 35 city blocks, with each block measuring approximately 300 feet by 600 feet.

Uptown possesses a number of valuable assets and has the potential of becoming an even brighter jewel in Whittier. It is highly walkable due to its compact size, mix of land uses, and relatively small scale of its buildings and streets. It is filled with numerous locally owned stores, restaurants and services. It contains or is in close proximity to many churches and civic institutions which serve as anchors of the community. Uptown is also known for a number of historic buildings and houses which have been restored and are in active use. The goal of the City Council is to leverage these assets and shape the area into a destination and urban experience.

In order to achieve this goal, the Uptown Whittier Specific Plan was adopted in November 2008. It intends to implement the following eight principals for design and future development: 1) pedestrian orientation, 2) mix of land uses, 3) infill development, 4) interconnected street system, 5) quality of the public realm, 6) distinct character, 7) housing choice, and 8) smart transportation and parking. In support of principals one, five and six, the Uptown Whittier Specific Plan includes key locations and components for streetscape enhancement to create a new, exciting, and vibrant appeal to the area. The streetscape beautification plan is planned to help achieve that vision.

In February 2015, the Whittier Redevelopment Successor Agency, City of Whittier, and Whittier Housing Authority approved agreements for the expenditure of approximately \$25,900,000 in bond proceeds that remained from the former Whittier Redevelopment Agency. The agreements stipulated the expenditure of roughly \$12,014,288 for projects in the Uptown area including installation of parking meters; enhancing streetscapes through development of streetscape plans comprising curbs, gutters, sidewalks, street furniture, street lighting, and street trees; a parking structure of approximately 388 to 495 parking stalls; and construction of sewer/water upgrades. The City Council made the complete expenditure of bond funds in the Uptown area conditional on Uptown property owners' approval of some form of new consolidated assessment district that would allow for the continued redevelopment of the area absent future redevelopment funding.

On November 10, 2015, the City Council approved the release of an RFP for the design of the Uptown Whittier Streetscape Beautification Plan.

DISCUSSION

The Uptown Whittier Specific Plan and the Uptown Whittier Parking Management Plan discuss the need to renew and revitalize the Uptown Whittier's streetscape and beautify the area. The RFP requested proposals from consultants with expertise in architectural and engineering design of streetscape projects including sidewalk improvements that meet American Disabilities Act requirements, a phased street tree replacement program, curbs and gutters, street furniture, and street/pedestrian lighting. The City will have a professional services agreement with one consulting firm and a single project manager to coordinate all consultant services related to the project. The firm is responsible for:

1. Coordinating and conducting community meetings
2. Preparing conceptual plans
3. Preparing preliminary cost estimates
4. Recommending phasing of construction work to minimize inconveniences to business owners and the public
5. Overseeing detailed components to achieve a unified appearance for the Uptown streetscape

The streetscape beautification plan will provide the defining planning tool to guide the preparation of final construction plans to be prepared by the City and private developers in the future.

The consultant will provide graphic materials in support of assessment district formation and the additional following items:

- Site due diligence to determine limits and constraints for the project
- Prepare Architectural Conceptual Streetscape Plan
 - Street plans and phasing
 - Hardscape – sidewalks, crosswalks and curb and gutter
 - Tree replacement program and phasing schedule
 - Street furniture plan
 - Utilities and infrastructure including fire hydrants, water meters, underground conduit for future high speed internet and/or fiber optic lines
 - Coordinate with the City’s consultant on water main upgrades
 - Street/Pedestrian lighting
 - Park Once meters
 - Wayfinding signage
 - Security cameras
- Prepare Architectural Conceptual Drawings
- Analysis sufficient in architectural and structural schematic design to develop an independent cost estimate for the Project
- Present to the City Council on the different types of streetscape beautification concepts, phasing of construction to minimize inconvenience, schedule and costs
- Provide exhibits and drawings to support the efforts to form an assessment district in the Uptown Whittier area
- Develop an independent cost estimate for the Project
- Design energy efficient lighting
- Comply with the MS4 permit

Conceptual plans and a general layout of the streetscape beautification plan will be coordinated with the consultant preparing the Uptown Whittier Benefit Assessment District. Anticipated delivery date for a preliminary plan is May, 2016.

The City received proposals from the following firms (in alphabetical order):

<u>Name</u>	<u>City</u>
MIG	Fullerton, CA
SWA	Laguna Beach, CA
WMM	Los Angeles, CA

Staff evaluated the proposals based on a qualifications-based selection process in which the evaluations of proposals were not limited to price alone. Each proposal was evaluated based on the following criteria:

- A. Firm's Qualifications
 - i. Demonstrated capability on similar recent projects.
 - ii. Management, experience, and organization capabilities
 - iii. References
- B. Project Understanding and Approach
 - i. Demonstrated knowledge of the project and identification of potential issues
 - ii. Clearly stated methodology for completing the stated objectives and tasks
 - iii. Work plan for timely and efficient completion of the project
- C. Price
- D. Proposed Sequence and Schedule of Deliverables

Interviews of all of the consultants were held to provide the consultants a chance to discuss their qualifications. Interviews were held on January 28 and February 3, 2016.

Upon reviewing and evaluating the three proposers, staff recommends SWA be selected due to their qualified work in other cities and for other agencies, the most experience with similar projects, and an understanding of the City's intent for the streetscape beautification plan. SWA has completed similar projects such as Victoria Gardens in Rancho Cucamonga, the Streetscape Redevelopment in Anaheim, Beverly Hills Rodeo Drive Streetscape Master Plan, and Brady Arts District in Tulsa. The firm is also working on the Fred C. Nelles site as the new Lincoln Community in Whittier. The firm brings over 30 years of experience to the project.

A schedule will be prepared to coordinate the consultants' efforts with those of the consultants hired by the City for the Uptown Whittier Benefits District and the Uptown Whittier Parking Structure. The estimated total cost for the Uptown Whittier Streetscape Beautification Plan is a not to exceed fee of \$203,000 which includes costs for reimbursables and expenses.


FISCAL IMPACT

The Earthquake Recovery Bond Projects Uptown Whittier Streetscape Beautification Plan (638-18-184-210-1 821405) started with \$1,211,788. The account currently has \$1,121,788 remaining after the City Council approved a professional services

agreement with New City America, Inc. for the formation of the potential new Uptown Whittier Benefits District at the January 26, 2016 meeting. A total of \$80,000 will be used for the contract with New City America, Inc. and an additional \$10,000 will be a contingency fund to assist with other expenses related to the district formation such as extra advertising, mailing, meetings, or third party services to ensure a successful public participation process for consideration of the district.

The proposed contract to SWA will also apply to Project No. 5 Earthquake Recovery Bond Projects Uptown Whittier Streetscape Beautification Plan account. There are sufficient funds in the account to cover the not to exceed fee amount of \$203,000 for this contract. After completion of the contract the remaining fund balance is \$918,788. If approved, the attached budget resolution will appropriate the funds from the Earthquake Recovery Bond Project Area for the Uptown Whittier Streetscape Beautification Plan to the City's 2015-2016 Budget (Attachment B).

Submitted by:

 FOR

Conal McNamara
Community Development Director

Prepared by:

_____
Carl Hassel
Capital Projects Administrator

Attachments: A – Professional Services Agreement with SWA
 B – Budget Resolution

**CITY OF WHITTIER
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 23rd day of February 2016, by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and SWA with principal offices at 570 Glenneyre Street, Laguna Beach, CA 92651 hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CONSULTANT is a private civil engineering consulting firm, the principal members of which are fully qualified and registered as required under the laws of the State of California; and

WHEREAS, The CITY retains and employs CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT accepts the employment and agrees to render such services as CONSULTANT on the terms and conditions hereinstated.; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

1. **SERVICES TO BE PERFORMED**

CITY hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the technical and professional services set forth in the scope of services attached hereto as Exhibit "B" and incorporated herein by this reference.

2. **TIME FOR PERFORMANCE**

CONSULTANT shall begin work within ten (10) days following execution of this Agreement by CITY. CONSULTANT shall complete all tasks in accordance with the schedule included in the scope of services.

3. **PERFORMANCE TO SATISFACTION OF CITY**

CONSULTANT agrees to perform all work in the scope of services to the reasonable satisfaction of CITY and within the time hereinafter specified. If the quality of work is not satisfactory, CITY in its discretion, has the right to:

- a. Meet with CONSULTANT to review the quality of the work and resolve the matters of concern;
- b. Require CONSULTANT to repeat the work at no additional fee until it meets the requirements of the scope of services to the reasonable satisfaction of CITY; and/or
- c. Terminate the Agreement as hereinafter set forth.

4. COMPLIANCE WITH LAW

All services rendered hereunder shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized by or permitted under State or local law to perform such services.

5. FAMILIARITY WITH WORK

By execution of this Agreement, CONSULTANT represents that

- (1) It has thoroughly investigated and considered the work to be performed, based on all available information.
- (2) It carefully considered how the work should be performed, and
- (3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.
- (4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the schedule included in the scope of services.

6. COMPENSATION

A. SERVICES DESCRIBED IN PROPOSAL

For the provision of all services rendered under this Agreement in accordance with the scope of services, attached hereto as Exhibit "B" and all expenses associated therewith, CITY shall pay CONSULTANT an amount that shall not exceed the authorized amount of **\$203,000.00** as set forth in the fee schedule, Exhibit "C" attached hereto, unless the CITY has given specific advance approval in writing.

B. ADDITIONAL SERVICES.

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement shall be in the form of a written amendment to the Agreement signed by authorized representatives of both parties.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

C. PAYMENT PROCEDURE.

Progress payments to CONSULTANT, if allowed, shall be in accordance with the fee schedule attached as Exhibit "C". CONSULTANT shall submit invoices to the CITY no more frequently than monthly. When work is to be paid on a "time and materials not to exceed" basis, invoices shall be submitted monthly. When work is to be paid on a "lump sum" basis, progress invoices shall be submitted as tasks are completed as described in Exhibit "B". Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONSULTANT for that work which CITY deems to have been satisfactorily completed, minus a ten percent (10%) retention. Such retention shall be paid to CONSULTANT within thirty (30) days of CITY's determination that CONSULTANT has satisfactorily completed all required tasks.

7. TERMINATION

A. TERMINATION FOR CONVENIENCE.

Either the CITY or the CONSULTANT may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

B. TERMINATION FOR CAUSE.

If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if

CONSULTANT shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

In the event of termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, floppy disks, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement.

8. COORDINATION OF WORK

A. Selection of Representatives

The following principal(s) of CONSULTANT are hereby designated as the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith:

Sean O'Malley

Managing Principal

The foregoing principal(s) may not be changed by CONSULTANT without the express written approval of CITY.

B. Contract Officer

The Contract Officer shall be the Director of Public Works, or such other person as designated by the City Manager of the City. It shall be the CONSULTANT's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

9. INDEPENDENT CONTRACTOR

A. CONSULTANT Status

CONSULTANT is an independent contractor and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth and, CONSULTANT expressly warrants not to, in any time or in any manner, represent that CONSULTANT, or any of CONSULTANT's officers, employees or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT, and that CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.

B. CONSULTANT's Personal Services - Inducement

This Agreement contemplates that the CONSULTANT's personal services and those of CONSULTANT's officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of CITY.

Furthermore, unless expressly provided otherwise in CONSULTANT's proposal, CONSULTANT shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONSULTANT from employing as many employees as CONSULTANT deems necessary for the proper and efficient execution of this Agreement.

10. PERS ELIGIBILITY INDEMNITY.

In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

11. INDEMNITY

CONSULTANT hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, reasonable legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising caused directly out of the negligence, recklessness or willful misconduct of CONSULTANT in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT'S negligent performance hereunder.

12. INSURANCE

Throughout the term of this Agreement, CONSULTANT shall procure and maintain, at its own cost, the insurance as described in Exhibit "A", "Insurance Requirements".

13. MISCELLANEOUS

A. Ownership of Documents

All deliverables described in the scope of services shall be the property of CITY and shall be delivered to CITY upon completion or termination of this Agreement. All hard copy documents and information in electronic files that are assembled or prepared by CONSULTANT shall be made available to CITY upon request to review or to copy, and CITY shall reimburse CONSULTANT for actual cost of reproduction of documents not included as deliverables in the

scope of services. Copies of said documents and electronic information may be retained by CONSULTANT, but shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law.

B. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY:

City Of Whittier
13230 Penn Street
Whittier, CA 90602
Attn: Carl Hassel

CONSULTANT:

SWA
570 Glenneyre Street
Laguna Beach, CA 92651
ATTN: Sean O'Malley

C. Enforcement of Agreement

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

D. Disputes

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default is an immediate danger to the health, safety and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

E. Waiver

No delay or omission in the exercise of any right or remedy of a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

F. Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

G. Attorney's Fees

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

H. Integration

This Agreement, together with attached Exhibits identified herein supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF WHITTIER

By _____
Jeffrey W. Collier, City Manager /Date

ATTEST:

By _____
Kathryn A. Marshall, City Clerk-Treasurer /Date

APPROVED AS TO FORM:

By _____
Richard D. Jones, City Attorney /Date

CONSULTANT:

By SD Malley 2-18-16
Sean O'Malley, Managing Principal /Date

EXHIBIT "A"
INSURANCE REQUIREMENTS

The CONSULTANT shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONSULTANT and, with the exception of Professional Liability Insurance and Workers Compensation, designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultant's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONSULTANT's insurance policies shall be primary as respects any claims related to or as the result of the CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONSULTANTS shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
----------------------------------	-------------------------

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
----	------------------------------------	-------------

The CONSULTANT shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days after the effective date of this Agreement, and no payments for services provided by CONSULTANT under this agreement shall be made by CITY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including

termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONSULTANT shall immediately advise CITY of any litigation that may affect these insurance policies.

EXHIBIT "B"
SCOPE OF WORK

Attached is the consultant's scope of work

EXHIBIT "C"
PAYMENT SCHEDULE

The CONSULTANT shall be paid upon completion of the following milestones:

<u>TASK</u>	<u>Payment</u>
Project Kick off	7%
Data and Site Analysis	26%
Vision and Community Engagement	72%
Conceptual Design/Final Streetscape Plan	100%

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, AMENDING THE FISCAL YEAR 2015-16 BUDGET FOR THE EXPENDITURE OF UP TO \$203,000 RELATED TO ARCHITECTURAL AND ENGINEERING SERVICES FOR THE UPTOWN WHITTIER STREETScape BEAUTIFICATION PLAN

WHEREAS, the City Council has determined that a streetscape plan is required to provide developers and designers a vision and planning tool for the Uptown Whittier area as recommended in the Uptown Whittier Specific Plan and Uptown Whittier Parking Management Plan;

WHEREAS, the City must hire a consultant to provide architectural and engineering services for the Uptown Whittier Streetscape Beautification Plan; and

WHEREAS, it is necessary to amend the Fiscal Year 2015-16 Budget to allocate \$203,000 from the former redevelopment agency bond funds allocated to the City under the Bond Proceeds Funding Agreement No. A15-045.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The following supplemental appropriations shall be added to the City's 2015-2016 Budget.

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
638-18-184-210-1-821405	Earthquake Recovery Bond Projects	\$203,000

SECTION 2. The City Clerk-Treasurer shall certify to the passage and adoption hereof.

APPROVED AND ADOPTED this _____ day of _____ 2016.

FERNANDO DUTRA, Mayor

ATTEST:

KATHRYN A. MARSHALL
City Clerk-Treasurer