

AGENDA

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

> June 7, 2022 6:00 P.M.

Juanita Martin, Councilmember John M. Mora, Councilmember Jay Sarno, Councilmember Joe Angel Zamora, Mayor Pro Tem Annette Rodriguez, Mayor

> Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09

Zoom Meeting ID: 521620472 Telephonically: Dial: 888-475-4499

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 use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to Clerk's Office City the at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

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 other Friday. Telephone: (562) 868-0511. Council meeting.

Password: 659847 Meeting ID: 521620472

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

June 7 2022

City of Santa Fe Springs Regular Meetings

CALL TO ORDER ROLL CALL Juanita Martin, Councilmember John M. Mora, Councilmember Jay Sarno, Councilmember Joe Angel Zamora, Mayor Pro Tem Annette Rodriguez, Mayor INVOCATION PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENTS This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, on the agenda and not on the agenda. The time limit for each speaker is three minutes unless otherwise specified by the Mayor.

6. **PRESENTATIONS**

- a. Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates (Fire)
- b. Introduction of Department of Community Services Newly Promoted Library Services Manager, Deborah Raia (Community Services)
- c. <u>Proclaiming June 15, 2022 as "World Elder Abuse Awareness Day" in the City of</u> <u>Santa Fe Springs (Community Services)</u>

HOUSING SUCCESSOR

7. 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 Housing Successor.

Minutes of the May 3, 2022 Housing Successor Meeting (City Clerk) **Recommendation:**

• Approve the minutes as submitted.

SUCCESSOR AGENCY

8. 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 Successor Agency.

Minutes of the May 3, 2022 Successor Agency Meeting (City Clerk) Recommendation:

• Approve the minutes as submitted.

Regular Meetings

CITY COUNCIL

9. CONSENT AGENDA

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

- a. <u>Minutes of the May 3, 2022 Regular and Special City Council Meetings (City Clerk)</u> **Recommendation:**
 - Approve the minutes as submitted.
- b. <u>A Resolution of the City Council Reaffirming the Existence of a Local Emergency</u> <u>Due to the Threat of COVID-19 (pursuant to Government Code section 8630) (City</u> <u>Attorney)</u>

Recommendation:

- Adopt Resolution No. 9795: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.
- c. <u>A Resolution of the City Council Affirming Authorization of Remote Teleconference</u> <u>Meetings (City Attorney)</u>

Recommendation:

- Adopt Resolution No. 9796: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.
- d. <u>Telegraph Road Complete Street Study Approval of Implementation Agreement</u> (Public Works)

Recommendation:

- Approve the Implementation Agreement with Gateway Cities Council of Governments (Gateway COG) to develop a Complete Street Study along Telegraph Road through the Gateway Cities;
- Appropriate \$11,100.00 from the Utility User's Tax / Capital Improvement Fund to the Telegraph Road Complete Street Study; and
- Authorize the Mayor to execute the Agreement on behalf of the City.
- e. <u>Resolution No. 9793 Waiving the Requirements of Chapter 117 (Oil & Gas) of the Santa Fe Springs Code of Ordinances for An Unlocated Abandoned Oil Well at 11212 Norwalk Boulevard, and Related Indemnity Agreement (Planning)</u> **Recommendation:**
 - Adopt Resolution No.9793, waiving the requirement of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code of Ordinance for an unlocated abandoned oil well at 11212 Norwalk Boulevard; and
 - Approve the Indemnity Agreement between the City of Santa Fe Springs

	 (City) and 11212 Norwalk Blvd LLC., to indemnify the City of Santa Fe Springs from any and all liability associated with the oil and gas wells (API No. 03715451 & API No. 03715767) at 11212 Norwalk Boulevard (APN: No. 8167-003-800 and 8025-001-014); and Authorize the Mayor or designee to execute the Indemnity Agreement between the City of Santa Fe Springs and 11212 Norwalk Blvd LLC.
	 f. <u>Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2022-2023 (Community Services)</u> <u>Recommendation:</u> Approve In-kind Services Agreement between the City of Santa Fe Springs
	 and Southeast Area Social Services Funding Authority (SASSFA) for FY 2022-2023; and Authorize the City Manager to execute the In-kind Services Agreement.
	g. Agreement between the City of Santa Fe Springs and Columbia <u>Telecommunications Corporation for the Provision, Installation and Maintenance</u> <u>of Advanced Network (Data) Services (Community Services)</u> Recommendation:
	 Approve and Authorize the City Manager to sign the Agreement between the City of Santa Fe Springs and Columbia Telecommunications Corporation for the Provision, Installation and Maintenance of Advanced Network (Data) Services.
	 h. <u>Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction (Finance)</u> Recommendation: Authorize the disposal of eight (8) surplus vehicles, three (3) trailers, and various obsolete equipment at public auction.
	NEW BUSINESS
10.	 Introduction and Discussion of City's Proposed Fiscal Year 2022-23 Budget (Finance) Recommendation: Provide staff direction regarding revenue and expenditure matters included in the fiscal year 2022-23 proposed budget.
11.	 <u>Maidstone Avenue – Evaluation of Parkway Pine Trees (Public Works)</u> Recommendation: Provide staff direction on the parkway pine trees.
12.	On-Call Professional Engineering Services for the Design of Residential Streets Improvements South of Florence Avenue (Orr & Day Road to Ringwood Avenue) Approval of Task Order No. 3 (Public Works) Recommendation:
	Accept the NV5, Inc. Street Improvements South of Florence Avenue
	-

City of Santa Fe Springs Regular Meetings

	 Proposal Amendment; Appropriate \$48,500 from the Utility User Tax (UUT) Capital Improvement Fund to the Design of Residential Streets Improvements South of Florence Avenue (Orr & Day Road to Ringwood Avenue) Project Account No. PW220002; Approve Task Order No. 3 to NV5, Inc. for the Design of the Residential Streets Improvements South of Florence Avenue including Maidstone Avenue and Longworth Avenue in the amount of \$48,500; and Authorize the Director of Public Works to execute Task Order No. 3 with NV5, Inc.
13.	 UNFINISHED BUSINESS <u>Little Lake Park – Evaluation of Tournament Field Operation (Public Works)</u> Recommendation: Provide staff direction on the Tournament Field Operation proposal for Little Lake Park.
14.	CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
15.	APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
16.	COUNCIL COMMENTS
17.	CLOSED SESSION <u>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</u> (Pursuant to California Government Code Section 54956.9(d)(1)) Name of Case: Arcadia, et al. v. So. Cal. Edison Corp., Santa Barbara Superior Court Case No. 20 CV 02026
18.	CLOSED SESSION <u>CONFERENCE WITH LABOR NEGOTIATORS</u> (Pursuant to California Government Code Section 54957.6) Agency Designated Representatives: City Manager, Labor Negotiator Colin Tanner. Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, and Santa Fe Springs Executive, Management and Confidential Employees' Association
19.	CLOSED SESSION REPORT
20.	ADJOURNMENT I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City's website at www.santafesprings.org ; 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. June 3, 2022 Date Posted



City of Santa Fe Springs

City Council Meeting

June 7, 2022

PRESENTATION

Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

RECOMMENDATION

The Mayor may wish to call upon Battalion Chief Chad Van Meeteren to introduce the newest members of the Santa Fe Springs Department of Fire-Rescue.

BACKGROUND

Two (2) Firefighter Candidates were hired on March 14th, 2022 to replace current vacancies in the Department of Fire-Rescue.

The two (2) new employees are currently on their assignments after completion of a comprehensive six-week orientation academy instructed by Santa Fe Springs Fire-Rescue personnel. They will continue their training throughout their first year of employment and will be tested quarterly covering each of the many skills they will be tasked with learning.

The two (2) new firefighters are considered Firefighter Candidates until their successful completion of a one-year probation. At that time they will receive permanent status with the City and receive their Santa Fe Springs Department of Fire-Rescue firefighter badge and compliment of new personal protective equipment.

New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

Andrew Kong Jason Amaya

Raymond R. Cruz City Manager





City Council Meeting

ITEM NO. 6B

June 7, 2022

PRESENTATION

Introduction of Department of Community Services Newly Promoted Library Services Manager, Deborah Raia

RECOMMENDATION

The Mayor may wish to call upon Director of Community Services, Maricela Balderas to introduce newly promoted Library Services Manager, Deborah Raia.

Ms. Deborah Raia is the new Library Services Manager in the Library Division of the Department of Community Services. She is at tonight's council meeting to be introduced to the City Council and the community.

RC

Raymond R. Cruz City Manager



City of Santa Fe Springs

PRESENTATION

Proclaiming June 15, 2022 as "World Elder Abuse Awareness Day" in the City of Santa Fe Springs

RECOMMENDATION

 Proclaim June 15, 2022 as "World Elder Abuse Awareness Day" in the City of Santa Fe Springs.

BACKGROUND

Older Americans make invaluable contributions to our families, our communities, and our nation every day. But for far too many, the sacred promise of aging with dignity in America is broken by unethical incidents of abuse, neglect, or exploitation. On World Elder Abuse Awareness Day, Americans of all ages join the international community to raise awareness and help bring an end to elder abuse.

Elder abuse can take many forms, including financial, emotional, physical, or sexual abuse, as well as exploitation and neglect. Every year, one in ten Americans aged 60 and older experiences abuse — and for every case of elder abuse that comes to the attention of authorities, it is estimated that 23 cases are never brought to light. These attacks are shameful and deeply un-American.

On June 15, 2022, World Elder Abuse Awareness Day, the City of Santa Fe Springs will stand with all older Americans, and elderly people around the world, who are victims of elder abuse, neglect, and financial exploitation, and recommit ourselves to protecting every senior's right to live their golden years with dignity and respect.

The Mayor may wish to call upon Jose Carrillo, Community Services Supervisor, to assist with the Proclamation.

Raymond R. Cruz City Manager

<u>Attachment</u> 1. Proclamation – World Elder Abuse Awareness Day 2022

Report Submitted By: Maricela Balderas/Jose Carrillo Department of Community Services Date of Report: May 31, 2022

WHEREAS, the City of Santa Fe Springs recognizes the importance of taking action to raise awareness, prevent and address elder abuse; and

WHEREAS, realizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

WHEREAS, the City of Santa Fe Springs recognizes that older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities; and

WHEREAS, preventing abuse of older adults through maintaining and improving social supports through the Gus Velasco Neighborhood Center's Older Adult Services program allows older adults to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs, hereby proclaim June 15, 2022 as

"World Elder Abuse Awareness Day"

in the City of Santa Fe Springs.

DATED this 7th day of June 2022.

ATTEST:

ANNETTE RODRIGUEZ, MAYOR

JANET MARTINEZ, CMC, CITY CLERK

FOR ITEM NO. 7 PLEASE SEE ITEM NO. 9A

FOR ITEM NO. 8 PLEASE SEE ITEM NO. 9A

ITEM NO. 9A

City of Santa Fe Springs



City Council Meeting

June 7, 2022

CONSENT AGENDA

Minutes of the May 3, 2022 Special and Regular City Council Meetings

RECOMMENDATION(S)

• Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Special City Council Meeting of May 3, 2022
- Regular City Council Meeting of May 3, 2022

Staff hereby submits the minutes for Council's approval.

KG

Raymond R. Cruz City Manager

Attachments:

- 1. May 3, 2022 Special Meeting Minutes
- 2. May 3, 2022 Regular Meeting Minutes



MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

May 3, 2022

1. CALL TO ORDER

Mayor Rodriguez called the meeting to order at 5:01 p.m.

2. ROLL CALL

Members present: Councilmembers/Directors: Martin, Mora, Sarno, Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: None

3. PUBLIC COMMENTS

The following people spoke during Public Comments: Gabriela Martinez (via email), Laura Covington (via zoom), Mayra Vargas, Carrie Ann Cobos, Bill Rounds, Irma Huitron (via zoom), Diana Armendariz, Peggy Radoumis and Jaqueline Aguayo.

Council provided a brief comment on the concerns brought forward by the speakers and clarified that today's study session was scheduled to gather ideas on what improvements to make on the aquatic center.

CITY COUNCIL

STUDY SESSION

4. <u>Aquatic Center Status Update (Public Works)</u>

Recommendation:

• Provide staff direction on how to proceed with repair, renovation, replacement or closure of the Aquatic Center facilities.

Director of Public Works, Noe Negrete spoke in regards to the current condition of the pools and equipment of the aquatic center. He emphasized the necessity of making improvements.

Parks and Recreation Manager, Gus Hernandez spoke about the benefits of the aquatic programs and how it improves one's health. He also provided a list of programs the City provides under the aquatic center.

Mr. Negrete continued the presentation. He provided comparisons to neighboring cities that have closed pools due to having similar issues as our city. He spoke about Pico Rivera, Bell Gardens and Lynwood. He also provided 4 options of the alternatives that Council has to address the repairs. In addition, Mr. Negrete listed the approved CIP budget for fiscal years 2022-25. Comparisons were provided, using Whittier Aquatics at Pioneer High School as an example. He emphasized how their cost for their pool and

structure was \$30 million dollars. He stated they plan to also obtain feedback from the Parks & Recreation Advisory Committee and the Youth Leadership Advisory Committee. He also noted that he is open for receiving recommendations on alternative community engagement ideas. There will be an RFP that will be out within the next few months to hire someone to create the designs. The whole project will take approximately four years. Different designs will need to be selected, the amount will need to be taken to account and the construction will need to be taken into account as well. The total center for new aquatic center can add up to \$15.8 million dollars.

Mayor Pro Tem Zamora suggested having a survey that the residents can provide their feedback. He also suggested to having the survey option via the GoSFSApp.

Mr. Negrete stated that he will have staff look into it.

Mayor Pro Tem Zamora also requested having this survey on social media. He would like this survey to be sent directly to the City rather than having them post via comments. He also suggested reaching out at the nearby schools within the City that can provide their input.

Council Member Martin suggested asking the lifeguards for their opinion.

Mayor Rodriguez inquired whether the City can use Santa Fe Springs High School Pool during the renovations.

Council Member Sarno stated that Santa Fe Springs High School is also in the process renovating their pool.

Mr. Hernandez confirmed that information that the High School will also be renovating their pool in the near future.

Council Member Sarno noted that he is happy to see a full audience as he hopes that everyone can assist the Council by sharing today's information on the cost to renovate the aquatic center.

Council Member Mora noted that there were different phases on the design and inquired whether staff had a recommendation on a specific phase.

Mr. Negrete stated that the phase/design will take a while as they will need to hire someone to conduct survey and create the design.

Council Member Mora stated that Metro had meetings in different areas and perhaps the City can have similar meetings such as them to allow more resident input. He stated that the process may speed up the process, including adding meetings at schools.

Council Member Martin stated that as long as the City continues to keep the residents informed of the progress of the aquatic center project, the time will go by quickly.

Mayor Rodriguez stated that while the City is obtaining feedback from residents, the staff should also begin gathering the potential numbers/cost for the project. She stated that

there are currently four options and already eliminating one option which is demolishing the pool.

Mr. Negrete stated what size does the Council want the pools.

Council Member Sarno stated that at least to keep the large pool, adding the snack bar can be done for now. He noted that the outside structure can be kept the same to be ahead of the construction part. As long as everyone agrees with keeping the large pool and adding a splash pad.

Mayor Pro Tem Zamora suggested scheduling the community meetings as soon as possible to speed up the process.

Mr. Negrete stated there is a pool as well and will need to know the options that Council want. He suggested to first schedule the community engagement meetings to provide the alternatives to Council and selected from those options. He also stated that by eliminating the small pool there might be eliminating several of programs. Therefore, options can be given on how it can impact a program or process.

Mayor Pro Tem Zamora requested to have a bilingual translator at all these community meetings.

Council Member Sarno and Mayor Pro Tem Zamora suggested to have the meetings take place during the summer.

Mr. Negrete stated that the first step is not giving the council a number, learning from the county's mistake to ensure the City doesn't commit to a number and try to cut items from the project to meet that number.

Mayor Rodriguez requested for staff to provide additional information to Council on what programs will be available to transport the seniors to other facilities.

Mr. Hernandez stated that the information will be provided to Council.

5. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 6:26p.m

Annette Rodriguez Mayor

ATTEST:

Janet Martinez City Clerk Date



MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

May 3, 2022

1. CALL TO ORDER

Mayor Rodriguez called the meeting to order at 6:35 p.m.

2. ROLL CALL

Members present: Councilmembers/Directors: Mora, Sarno, Trujillo, Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: None

3. INVOCATION

Mayor Pro Tem Zamora led the invocation.

4. PLEDGE OF ALLEGIANCE

Samuel Zamora led the Pledge of Allegiance.

5. PUBLIC COMMENTS

There were no public comments.

HOUSING SUCCESSOR

6. 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 Housing Successor.

Minutes of the April 5, 2022 Housing Successor Meetings (City Clerk) **Recommendation:**

• Approve the minutes as submitted.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to approve the minutes as submitted, by the following vote:

- Ayes: Martin, Mora, Sarno, Zamora, Rodríguez
- Naves: None

Absent: None

SUCCESSOR AGENCY

7. 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 Successor Agency.

a. <u>Minutes of the April 5, 2022 Successor Agency Meetings (City Clerk)</u> **Recommendation:** • Approve the minutes as submitted.

It was moved by Councilmember Martin, seconded by Council Member Sarno, to approve the minutes as submitted, by the following vote: **Ayes:** Martin, Mora, Sarno, Zamora, Rodríguez **Nayes:** None **Absent:** None

CITY COUNCIL

8. 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.

- a. <u>Minutes of the April 5, 2022 Regular City Council Meetings (City Clerk)</u> **Recommendation:**
 - Approve the minutes as submitted.
- b. <u>A Resolution of the City Council Reaffirming the Existence of a Local Emergency</u> <u>Due to the Threat of COVID-19 (pursuant to Government Code section 8630) (City</u> <u>Attorney)</u>

Recommendation:

- Adopt Resolution No. 9781: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.
- c. <u>A Resolution of the City Council Affirming Authorization of Remote Teleconference</u> <u>Meetings (City Attorney)</u> **Recommendation:**
 - Adopt Resolution No. 9782: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.
- <u>A Resolution of the City Council Temporarily Suspending a Requirement under</u> <u>Municipal Code Section 93.23 for Issuance of a Fireworks Permit Due to Special</u> <u>Circumstances (City Manager)</u> <u>Recommendation:</u>

Adopt Resolution No. 9784: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS TEMPORARILY SUSPENDING A REQUIREMENT UNDER SECTION 93.23 OF THE SANTA FE SPRINGS MUNICIPAL CODE FOR ISSUANCE OF A FIREWORKS PERMIT DUE TO SPECIAL.

e. <u>Second Reading of Ordinance No. 1122 (Planning)</u> An Ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.243 (Conditional Uses) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code to allow as a conditional use water-pumping and treatment plants within the M-2, Heavy Manufacturing, Zone.

Recommendation:

- Read title only, waive further reading, and adopt Ordinance No. 1122: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AMENDING SECTION 155.243 (CONDITIONAL USES) WITHIN CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO WATER-PUMPING AND TREATMENT PLANTS WITHIN THE M-2, HEAVY MANUFACTURING, ZONE.
- f. Update on Request from Council on Excused Absences (City Clerk) Recommendation:
 - Rescind original direction given to staff on March 15th and leave current members of advisory committees as is.
- g. <u>Amendment Number Two to the Exclusive Negotiation Agreement with Westland</u> <u>Industries, Inc. to Extend the Negotiation Period (Planning)</u> **Recommendation:**
 - Approve Amendment Number Two to the Exclusive Negotiation Agreement to extend the Negotiating Period for an additional 180 days, through November 17, 2022.
 - Authorize the Mayor or designee to execute Amendment Number Two.
- h. <u>Santa Fe Springs Park Parking Lot Improvements Award of Contract (Public</u> <u>Works)</u>

Recommendation:

- Appropriate an additional \$337,250.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Santa Fe Springs Park Parking Lot Improvements (PW 200101);
- Accept the bids; and
- Award a contract to E.C. Construction Company of South El Monte, in the amount of \$580,938.50.
- i. <u>Community Project Funding for Fiscal Year 2023 Water Well No. 12 Assessment</u> <u>and Treatment (Public Works)</u> **Percommondation:**

Recommendation:

• Adopt Resolution No. 9783 to ratify staff's submittal of a grant application package for the Water Well No. 12 Assessment and Treatment Project.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Zamora, to approve the consent agenda with Council Member Mora abstaining from item no. 8D by the following vote:

Ayes:	Martin, Mora, Sarno, Zamora, Rodriguez
Nayes:	None
Absent:	None
Abstain:	Mora (item no. 8D)

NEW BUSINESS

9. <u>Request for Out-of-State Travel for the Director of Planning and Assistant Director of</u> <u>Planning to attend the 2022 International Council of Shopping Centers (ICSC) exhibition</u> and conference in Las Vegas, Nevada (Planning)

Recommendation:

• Approve out-of-state travel for the Director of Planning and the Assistant Director of Planning to attend the 2022 ICSC exhibition and conference in Las Vegas, Nevada from May 22, 2022 through May 24, 2022.

Director of Planning, Wayne Morrell provided a presentation on Item No. 9.

It was moved by Mayor Pro Tem Zamora, seconded by Council Member Sarno, to approve out-of-state travel for the Director of Planning and the Assistant Director of Planning to attend the 2022 ICSC exhibition and conference in La Vegas, Nevada from May 22, 2022 through May 24, 2022, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

10. <u>Approval of Agreement between the City of Santa Fe Springs and the California State</u> <u>University of Long Beach Student Intern Program (Community Services)</u>

Recommendation:

- Approve the California State University Long Beach Student Fieldwork Placement Agreement.
- Authorize the Mayor to execute and sign the California State University Long Beach Student Fieldwork Placement Agreement.

Family and Human Services Manager, Ed Ramirez provided a presentation on Item No. 10.

It was moved by Council Member Martin, seconded by Councilmember Mora, to approve the California State University Long Beach Student Fieldwork Placement Agreement and authorize the Mayor to execute and sign the California State University Long Beach Student Fieldwork Placement Agreement, by the following vote:

Ayes:Martin, Mora, Sarno, Zamora, RodriguezNayes:NoneAbsent:None

11. <u>Adoption of Resolution No. 9780 – Authorizing the City Manager to Accept the California</u> <u>State Library Inspiration Grant for the TechLab for Seniors (Community Services)</u>

Recommendation:

• Adopt Resolution No. 9780:

A Resolution of the City Council of the City of Santa Fe Springs, California authorizing the City Manager to accept the California State Library Inspiration Grant for the Techlab for seniors.

Librarian III, Deborah Raia provided a presentation on Item No. 12.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Zamora, to adopt Resolution No. 9780, by the following vote:

Ayes:Martin, Mora, Sarno, Zamora, RodriguezNayes:None

Absent: None

12. <u>Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) – Award</u> of Contract (Public Works)

Recommendation:

- Open hearing.
- Reject the bid from Dash Construction Co. Inc. as non-responsive and not responsible;
- Accept the bids; and
- Award a contract to R.J. Noble of Orange, California, in the amount of \$714,619.00.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Zamora, to reject the bid from Dash Construction Co., Inc. as non-responsive and not responsible; accept the bids and award a contract to R.J. Noble Orange, California, in the amount of \$714,619.00, and also look into nearby sidewalks close to project that need to be repaired by the following vote:

Ayes:	Martin, Mora, Sarno, Zamora, Rodriguez
Nayes:	None
Absent:	None

13. PRESENTATIONS

- a. <u>Proclamation Proclaiming May 15, 2022 as "Santa Fe Springs History Day"</u> (Community Services)
- b. <u>Proclamation Proclaiming May 15 -21, 2022 as "National Police Week" (Police Services)</u>
- c. Every 15 Minutes Program Santa Fe High School (Police Services)

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about being appointed from the League of California Cities to a committee. He expressed the important of being in that position to ensure that the City knows that Santa Fe springs is being heard.
- Director of Public Works, Noe Negrete provided an updated on the Clarke Estate Carpet Replacement. He also provided a brief update no the Lakeview Park playgrounds, Danby Street Lights. He also talked about a Counselor at Lakeview high, he described a story where a Public Works Staff member Raul Chavez provided a brief presentation.
- Director of Planning, Wayne Morrell did not have anything to report.
- Director of Police Services, Dino Torres spoke about two events: Villages at Heritage Springs Community Yard Sale and the Safe Neighborhood Team resuming in person meetings.
- Fire Chief, Brent Hayward spoke about the phibrotech incident that took place on April 27 at 6:36 p.m. at 8851 Dice road. He described the medical attention

provided by local public safety and Downey fire department.

• Director of Finance, Travis Hickey introduced Alvaro Castellon, Sr. Budget Analyst. Mr. Castellon spoke about HDL, a firm that was hired to assist with the Business License portals. He went over both parts of the business license online system, the public portal and the approval portal where the city staff approves the license.

Council Member Martin inquired whether the link and information can be sent to the Chamber of Commerce.

Mr. Hickey stated they are in the process on sending that information to the chamber.

 Director of Community Services, Maricela Balderas spoke about the summer basketball program for the kids. She also spoke about the following events: Art Fest scheduled Friday, May 6, 2022; Mother's Day Event scheduled for Friday from 9am to 11:30 am; Dia de los Ninos and libros event that took place on April 26th.

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Council Member Mora appointed Mark Fresquez to the planning commission.

Council Member Sarno appointed Danni Cook to Parks & Recreation Advisory Committee.

Mayor Rodriguez appointed Zulema Gamboa to the Youth Leadership Advisory Committee.

16. COUNCIL COMMENTS

Councilmember Martin inquired the status on Fire trucks. Fire Chief addressed the question. She also emphasized to thank the police officers for their work there.

Councilmember Mora spoke about the Rotary club and encouraged everyone to look into joining. He also recognized Public Works staff member Raul Chavez for helping the teenager and his family. He also spoke about the *Every 15 Minutes* program and acknowledged Director of Police Services, Dino Torres and Rick Ramirez for putting together the program. Last, he wished everyone happy mother's day.

Councilmember Sarno wished everyone a Happy Mother's Day. He also recognized Raul Chavez for all the work he does. He spoke about how things are going back to normal and how the community is now able to feel some normality by attending Council Meetings and upcoming events. Last, acknowledged Public Works Director Noe Negrete and the project he has coming.

Mayor Pro Tem Zamora wished everyone Happy Mother's Day. He expressed the importance of family.

Mayor Rodriguez thanked everyone for their comments. Wished everyone Happy Mother's day. Thanked staff for giving her a tour of departments and for introducing staff. She also spoke about the Chamber of Commerce event. She also thanked the Women's club, she stated that the ladies continue to give back and acknowledged the work they have done. She also acknowledged Raul Chavez and noted she would like to see how the Women's Club could help more. Last, she spoke about the Art Fest and thanked Ed Ramirez for assisting in planning the event.

17. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 8:20 p.m. in memory of Kirk D. Wilson.

Annette Rodriguez Mayor

ATTEST:

Date

Janet Martinez City Clerk

City of Santa Fe Springs



City Council Meeting

CONSENT AGENDA

<u>A Resolution of the City Council Reaffirming the Existence of a Local Emergency</u> <u>Due to the Threat of COVID-19 (pursuant to Government Code section 8630)</u>

RECOMMENDATION

 Adopt Resolution No. 9795: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. The Los Angeles County Department of Public Health issued a revised health order on April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline. Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level. The health order also states that the highly transmissible Omicron BA.2 subvariant is currently the dominant variant in the County.

The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).

Raymond R. Cruz City Manager

Attachment: Resolution No. 9795

Report Submitted By: Ivy M. Tsai, City Attorney

Date of Report: June 3, 2022

RESOLUTION NO. 9795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline; and

WHEREAS, Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level; and

WHEREAS, the health order also states that the highly transmissible Omicron

1

BA.2 subvariant is currently the dominant variant in the County; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 7th day of June, 2022.

AYES: NOES: ABSENT: ABSTAIN:

ATTEST:

/

Annette Rodriguez, Mayor

Janet Martinez, CMC, City Clerk

City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

<u>A Resolution of the City Council Affirming Authorization of Remote Teleconference</u> <u>Meetings</u>

RECOMMENDATION

 Adopt Resolution No. 9796: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of December 7, 2021, the City Council adopted Resolution No. 9747 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

June 7, 2022

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Raymond R. Cruz City Manager

<u>Attachment:</u> 1. Resolution No. 9796

Report Submitted By: Ivy M. Tsai, City Attorney

RESOLUTION NO. 9796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

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

1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.

2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED and ADOPTED this 7th day of June 2022 by the following roll call vote: AYES: NOES: ABSENT: ABSTAIN:

ATTEST:

Annette Rodriguez, Mayor

Janet Martinez, CMC, City Clerk

City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Telegraph Road Complete Street Study – Approval of Implementation Agreement

RECOMMENDATION

- Approve the Implementation Agreement with Gateway Cities Council of Governments (Gateway COG) to develop a Complete Street Study along Telegraph Road through the Gateway Cities;
- Appropriate \$11,100.00 from the Utility User's Tax / Capital Improvement Fund to the Telegraph Road Complete Street Study; and
- Authorize the Mayor to execute the Agreement on behalf of the City.

BACKGROUND

Telegraph Road is a major east/west arterial corridor that extends approximately 12 miles through the Gateway Cities from LA County Unincorporated (S. Marianna Avenue) on the west and La Mirada (Imperial Highway) on the east. Telegraph Road carries a significant volume of traffic particularly relieving heavy traffic volumes along the I-605, I-5 and I-710 freeways, which it crosses at varying points. The cities along the Telegraph Road Corridor wish to establish a Complete Streets model to relieve traffic congestion and to enhance active transportation opportunities along the corridor. The development of a sub-regional arterial corridor plan would better position the participating cities when competing for federal, state, and regional funding in the future.

LEGAL REVIEW

The City Attorney's office has reviewed the Gateway COG Implementation Agreement.

FISCAL IMPACT

The Implementation Agreement designates for each city along the Telegraph Road Corridor to contribute proportionately for the costs of the study on a per-mile basis.

The approximate cost of the study is \$180,150.00, and the Gateway COG has secured a \$135,000 grant from the Metropolitan Transportation Authority (MTA) to cover most of the study costs. The following jurisdictions will finance the remaining balance: Santa Fe Springs, La Mirada, Downey, Pico Rivera, Commerce and Unincorporated Los Angeles County.

Santa Fe Springs has approximately 2.94 miles of the 12.01 miles of the corridor study. This result is approximately 24% of the length of the corridor and corresponds with an assessment total of \$11,052.54. The City has sufficient funding in the Utility User's Tax / Capital Improvement Fund, and City staff recommends an appropriation of \$11,100.00 to fund the Telegraph Road Complete Street Study.

Report Submitted By:

Noe Negrete Director of Public Works

INFRASTRUCTURE IMPACT

The Complete Street Study will look for alternatives to relieve traffic congestion and enhance active transportation opportunities along this corridor in the future.

Raymond R. Cruz City Manager

Attachments:

1. Implementation Agreement

TELEGRAPH ROAD COMPLETE STREET STUDY

IMPLEMENTATION AGREEMENT

BY AND BETWEEN

GATEWAY CITIES COUNCIL OF GOVERNMENTS

AND

CITY OF _____

THIS TELEGRAPH ROAD COMPLETE STREET STUDY IMPLEMENTATION AGREEMENT ("Agreement") is made and entered as of the _____ day of _____, 2022, by and between the Gateway Cities Council of Governments ("Gateway") and the City of ______, a municipal corporation ("City"), individually a "party" and collectively, the "parties".

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. <u>Recitals</u>. This Agreement is made and entered into with respect to the following facts:

- (a) Telegraph Road is a major east/west arterial corridor through the Gateway Cities from La Mirada (at Imperial Highway West) to S. Marianna Avenue in the city of Commerce and Unincorporated Los Angeles; and
- (b) Telegraph Road carries a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710, I-605, and I-5 freeways, which it crosses at varying points; and
- (c) The cities along the Telegraph Road Corridor ("Corridor") are desirous of establishing a "Complete Streets" model on this major east/west arterial corridor; to relieve traffic congestion and to enhance active transportation opportunities in the neighboring communities ("Telegraph Road Complete Street Study" or the "Study"); and
- (d) The development of a subregional arterial corridor plan would position the participating agencies to apply for, and receive, federal, state, and regional funding for improvement of the Corridor; and

- (e) The parties hereto are each a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields; and
- (f) Section 21 of that certain Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (the "JPA"), to which the City is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing Gateway to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and
- (g) The costs incurred by Gateway for the Study, including indirect costs, shall be assessed only to those Members who are parties to an Implementation Agreement; and
- (h) City, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway Cities Council of Governments to implement and initiate the Telegraph Road Complete Street Study and is in furtherance of the public interest, necessity and conveyance.

Section 2. <u>Committees</u>.

(a) <u>Telegraph Road Complete Street Study Committee</u>. There is hereby established a committee to be known as the Telegraph Road Complete Street Study Committee. The Telegraph Road Complete Street Study Committee shall consist of an elected member of the legislative body of each agency that has entered into an Telegraph Road Complete Street Study Implementation Agreement with Gateway, designated by the respective legislative bodies. The Telegraph Road Complete Street Study Committee will work in coordination with the Telegraph Road Complete Street Study Technical Advisory Committee to provide policy assistance, guidance and direction to Gateway as administrator of this Agreement.

(b) <u>Telegraph Road Complete Street Study Technical Advisory</u> <u>Committee</u>. There is hereby established a committee to be known as the Telegraph Road Complete Street Study Technical Advisory Committee. The Telegraph Road Complete Street Study Technical Advisory Committee shall consist of a staff representative of each agency that has entered into an Telegraph Road Complete Street Study Implementation Agreement with Gateway, designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representative shall be the Public Works Director or the equivalent for each agency. The Telegraph Road Complete Street Study Technical Advisory Committee shall report to and receive direction from the Telegraph Road Complete Street Study Committee. Section 3. <u>Implementation of Telegraph Road Complete Street Study</u>. To the fullest extent of its authority, the City authorizes Gateway to implement and initiate a Corridor Study for the length of Telegraph Road Complete Street Study through the Gateway Cities subregion, including initial feasibility studies (as approved by the Telegraph Road Complete Street Study Committee and Technical Advisory Committee) required to coordinate with other regional transportation studies. Further, the City authorizes Gateway to request funding and partnering with other public transportation agencies for the Telegraph Road Complete Street Study (Caltrans, SCAG and Metro).

Section 5. <u>Scope of Work.</u> The Scope of Work to be performed under this Agreement is described in Attachment A, attached hereto and incorporated by this reference.

Section 4. <u>Assessment for Proportional Costs of Study</u>. The City agrees to pay to Gateway upon execution of this Agreement an assessment as described in Attachment A, attached hereto and incorporated herein by this reference, for City's proportional share of the projected costs of the Study.

Section 5. <u>Termination of Agreement</u>. Either party may terminate this Agreement for any reason, in whole or in part, by giving the other party thirty (30) days written notice thereof.

Section 6. <u>Meetings</u>. All regular, adjourned and special meetings of the committees established by this Agreement shall be called and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq., as amended from time to time.

Section 7. <u>Miscellaneous</u>.

(a) <u>Compensation and Expense Reimbursement</u>. All members of the Telegraph Road Complete Street Study Committee shall receive a stipend of one hundred dollars (\$100) for attendance at each meeting. Each member shall be reimbursed for reasonable and necessary expenses actually incurred by such member in the conduct of business related to the purposes of this Agreement, pursuant to an expense reimbursement policy established by the Gateway Cities COG prior to such expenses being incurred.

(b) <u>Amendments</u>. This Agreement may be amended by written agreement of the parties hereto.

(c) <u>Hold Harmless and Indemnification</u>. To the fullest extent permitted by law, City and Gateway agree to save, indemnify, defend and hold harmless <u>each other</u> from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the indemnifying party. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

(d) <u>Party Action</u>. Unless otherwise provided in this Agreement, any action of a party required or authorized in this Agreement shall be by appropriate legislative action of the governing body of such party.

(e) <u>Notice</u>. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed as set forth below, and shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent in the aforesaid manner:

To Gateway: Gateway Cities Council of Governments 16401 Paramount Boulevard Paramount, CA 90723 Attention: Nancy Pfeffer, Executive Director

To City: City of Santa Fe Springs 11710 E Telegraph Road Santa Fe Springs, CA 90670 Attention: Annette Rodriguez, Mayor

(f) <u>Waiver.</u> Waiver by a party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

(g) <u>Law to Govern; Venue</u>. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation

between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

(h) <u>No Presumption in Drafting</u>. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply.

(i) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) <u>Severability</u>. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

(k) <u>Litigation/Proceeding Fees</u>. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

(I) <u>Successors</u>. This Agreement shall be binding upon and injure to the benefit of any successor of a party.

(m) <u>Assignment and Delegation</u>. Neither party shall assign any rights nor delegate any duties under this Agreement without the written consent of the other party.

(n) <u>Counterparts</u>. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

(o) <u>Execution</u>. The legislative bodies of the parties hereto each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed the day and year first written above.

CITY OF SANTA FE SPRINGS

By: _____ Annette Rodriguez, Mayor

ATTEST: City Clerk

By: _____

APPROVED AS TO FORM:

City Attorney

GATEWAY CITIES COUNCIL OF GOVERNMENTS

Cinde MacGugan-Cassidy, President

ATTEST:

Nancy Pfeffer, Secretary

APPROVED AS TO FORM

Ivy M. Tsai, General Counsel

Attachment A

Telegraph Road Complete Street Study Scope of Work and Budget

Attachment A Gateway Cities Council of Governments SCOPE OF WORK

Project ID: LA0G1716

Project Title: Telegraph Road Complete Street Study

Project Limits: The project is located at Imperial Highway in La Mirada west to S. Marianna Avenue in the City of Commerce and Unincorporated Los Angeles, for a total of 12.01 miles.

Which traverses through the jurisdictions of <u>La Mirada, Unincorporated LA County</u>, <u>Santa Fe Springs, Downey, Pico Rivera, Commerce and Montebello</u>,

in the Gateway Cities Council of Governments area.

Project Description:

Develop a subregional Complete Street master plan for Telegraph Road, which is a high priority high quality transit arterial within the Gateway Cities. This high priority corridor is based on the Gateway Cities COG Board approved prioritization process. The limits extend from COG boundary to COG boundary for a total of approximately 12.01 miles (total). This masterplan will maximize multimodal opportunities on this E/W arterial corridor within the Gateway Cities, as well as maximize our ability to obtain grants for design and construction.

Project Funding:

PROJECT ITEM	Grant funds (LACMTA)	LOCAL AGENCY	TOTAL
Planning, Design, Engineering	\$135,000	\$000,000	\$135,000
TOTAL BUDGET COST	\$135,000	\$000,000	\$135,000

SCOPE:

I. Task 1: Project Management and Administration

a. Project Initiation

The GCCOG will hold a kick-off meeting with the Cities and Metro to discuss the project scope of work, goals and objectives. A meeting agenda, minutes and action items listing will be produced.

b. Project Administration

The GCCOG will submit complete invoice packages to Metro based on existing/status quo protocol. The progress report will contain the following components:

- 1. Executive summary
- 2. Description of the tasks or deliverables completed
- 3. Management issues, including status, resolution and action items
- 4. Project task schedule describing percentages of completeness of each task
- 5. Schedule and schedule tracking narrative
- 6. List of deliverable items
- 7. Dollar amount for which payment is requested.
- c. Project Management

The GCCOG will complete the project including the technical tasks included in this scope as well as the Project Management of the overall project.

b. Task 2: Review Existing Documentations

The GCCOG will gather all relevant document and literature for review and summarize useful information and findings relating to the Corridor, including the STP, relevant transit plans, relevant agency land use plans, and relevant as-builts.

Deliverable: Technical memo/ summary report listing documents reviewed.

c. Task 3: Corridor Evaluation Documentations

- a. Existing Conditions Corridor Evaluation and Analysis
 - The GCCOG will conduct thorough existing conditions analysis by identifying opportunities and constraints for the multimodal Corridor. This is partially obtained via a 1-on-1 meeting with each agency, which will be documented in the report. Evaluation analysis could include the current traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.
- b. Future Conditions Corridor Evaluation and Analysis

The GCCOG will use data and information from recent studies on future conditions along the project Corridor and conduct thorough future conditions analysis for the multimodal Corridor. Evaluation analysis would include the 2035 traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.

Deliverable: Technical memo/ summary report regarding the existing conditions, constraints, opportunities.

d. Task 4: Conduct Complete Streets Needs Analysis

The GCCOG will conduct a detailed needs analysis for complete streets and multimodal Corridor development, along with identifying constraints/opportunities.

Deliverable: Technical memo/ summary report regarding the needs and along with providing recommendations for consideration based on the constraints and opportunities.

e. Task 5: Community and Stakeholder Outreach

a. Stakeholder and Community Outreach

The GCCOG will coordinate meetings to discuss project with various stakeholder agencies. The GCCOG will also conduct stakeholder outreach after developing the concept alternatives and after the development of the draft Master Plan.

The GCCOG will develop a workshop to introduce the project to the public, define project parameters, inform community of project opportunities and constraints, and solicit opinions from the community. The GCCOG will also conduct community outreach after developing the concept alternatives and after the development of the draft Master Plan.

Deliverable: Coordinate and attend Meetings and a coordinate and conduct a Workshop.

f. Task 6: Complete Streets Implementation Alternatives

a. Develop Alternatives

Based on the existing and future conditions evaluation and the stakeholder/community input, the GCCOG will develop alternative concepts for complete street implementation, and will include plans, sketches, and photos.

Two primary alternatives considered include 1) the Florence Avenue Corridor as a "Complete Street" in an "unconstrained" condition to quantify the high level engineering and feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges as well as project benefits so that potential funding partners could understand the holistic context of the improvements.

Deliverable: Develop concepts and exhibits, via alternatives, to support the needs identified.

g. Task 7: Prepare Conceptual Complete Streets Plan

Based on the preferred design alternative chosen in the stakeholder and community outreach efforts and discussions with the Cities, the GCCOG will develop a draft Concept Master Plan.

Deliverable: Develop concept plan to incorporate into the Draft Report. This is the first step in creating the Draft Report.

h. Task 8: Develop Conceptual Design Alternatives for Complete Streets Plan with Cost Estimates

The GCCOG will develop conceptual design alternatives with cost estimates. Illustrations will be made in plan view, as street cross sections, and as sketches.

Deliverable: Develop cost estimates to accompany the concept alterative preferred, to incorporate into the draft Report.

i. Task 9: Presentation to Committees and City Councils, Describing Quantified and Other Benefits

The GCCOG will prepare and present PowerPoint presentations to Committees and City Councils, describing quantified and other benefits.

Deliverable: Develop presentations and present at needed.

j. Task 10: Finalize Conceptual Design of Complete Streets Master Plan with Needed Delivery Schedule for Preliminary Engineering, Design, and Construction The GCCOG will finalize the Master Plan, with proposed implementation schedule concepts indicating funding opportunities to leverage.

Deliverable: Prepare final report for approval by the Corridor Committee.

Project Cost, including Overall Funding, by Jurisdiction:

The following tables includes the linear distance of the Corridor by jurisdiction, and a funding cost summary. Based on past Complete Streets efforts, and overall cost was developed for the project. The GCCOG coordinated with Metro to provide a grant in the total amount of \$135,600 for the Telegraph Road Corridor. To fully fund the project, this Implementation Agreement includes a 25% match, which is defined in the table below under the "Portion Paid by City" column, to fully fund the overall project scope of work totaling \$180,150.

	Telegraph Road: East to West		
Jurisdiction	Segment Limits	Linear Miles Through Jurisdiction	Linear Miles for Split Jurisdiction
La Mirada	Imperial Highway to Wicker Dr.	0.09	
La Mirada/LA County Unincorporated	Wicker Dr. to Leffingtonwell Rd	0.64	0.3
LA County Unincorporated	Leffingtonwell Rd to Gunn Ave.	1.59	
Santa Fe Springs/LA County Unincorporated	Gunn Ave. to 270' East of Carmenita Rd.	0.1	0.0
Santa Fe Springs	270' East of Carmenita Rd. to 380' East of Laurel Ave.	0.14	
Santa Fe Springs/LA County Un in corporated	380' East of Laurel Ave. to 65' West of Laurel Ave.	0.08	0.0
Santa Fe Springs	65' West of Laurel Ave. to San Gabriel River	2.71	
Downey/Pico Rivera	San Gabriel River to Rio Hondo Channel	2.24	1.1
Pico Rivera/Commerce	Rio Hondo Channel to 185' East of Slauson Ave.	0.17	0.08
Commerce/Montebello	185' East of Slauson Ave. to 1,712' East of Garfield Ave.	0.89	0.44
Commerce	1,712' East of Garfield Ave. to S Atlantic Blvd.	2.26	
Commerce / LA County Unincorporated	S Atlantic Blvd. to S Marianna Ave. (North of Mixmaster)	1.1	0.5
	Total Corridor Miles	12.01	

	Tel	leg	raph Road: Eas	st t	o West		
Total Miles per Jurisidciton and Cost Breakdown			COG Subsidy to oject via Prop C			Total Project Study Cost	
La Mirada	0.41	\$	4,608.66	\$	1,541.34	s	6,150.00
Santa Fe Springs	2.94	\$	33,047.46	\$	11,052.54	\$	44,100.00
Downey	1.12	\$	12,589.51	\$	4,210.49	\$	16,800.00
Pico Rivera	1.205	\$	13,544.96	\$	4,530.04	s	18,075.00
Commerce	3.34	\$	37,543.71	\$	12,556.29	\$	50,100.00
Monitbello	0.445	\$	5,002.08	\$	1,672.92	\$	6,675.00
Unicorporated LA	2.55	\$	28,663.61	\$	9,586.39	\$	38,250.00
Total Corridor Miles	12.01		135,000		45,150.00	\$ 1	80,150.00

Schedule:

The Gateway Cities Council of Governments (GCCOG) proposes to complete the Telegraph Road Corridor Complete Street Evaluation and Master Plan over the period of approximately 1 year, with an anticipated kick off on May 1, 2022.

	Start Date Es	timate =	5/1/2022		Per	iod 1		Period 2	
TASK	PROGRESS	START	END	Weeks per Task	1 2 3	4 5	6 7 8	9 10	11 12
Phase 1 (Months 1-6)									
Task 1 - PROJECT MANAGEMENT AND ADMINISTRATION	0%	5/1/22	5/1/23	Ю			O %		
Task 2 - REVIEW EXISTING DOCUMENTATIONS	0%	5/1/22	8/1/22	13	0%				
Phase 2 (Months 6-12)				0					
Task 3 - CORRIDOR EVALUATION AND ANALYSIS – EXISTING AND FUTURE CONDITIONS AS M ULTI-M ODAL CORRIDOR	0%	8/1/22	9/1/22	4		0%			
Task 4 - CONDUCT COMPLETE STREETS NEEDS ANALYSIS	0%	9/1/22	10/1/22	4			0%		
Phase 3 (Months 13-18)				0					
TASK 5 - COMM UNITY AND STAKEHOLDER OUTREACH	0%	9/1/22	4/1/23	30			0%		
Task 6 - COMPLETE STREETS IMPLEMENTATION ALTERNATIVES	0%	8/1/22	1/1/23	22			0%		
Task 7 - PREPARE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN	0%	8/1/22	4/1/23	35			0%		
Task 8 - DEVELOP CONCEPTUAL DESIGN ALTERNATIVE FOR A COMPLETE STREETS PLAN WITH COST ESTIMATE	0%	10/1/22	3/1/23	22			C	96	
Phase 4 (Months 19-24)				0					
Task 9 - PRESENTATION TO COMMITTEES AND CITY COUNCILS, DESCRIBING QUANTIFIED AND OTHER BENEFITS	0%	3/1/23	4/1/23	4					0%
Task 10- FINALIZE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN WITH NEEDED DELIVERY SCHEDULE FOR PRELIMINARY ENGINEERING, DESIGN, AND CONSTRUCTION	0%	3/1/23	11/1/23	35				O96	

Project Map:



City of Santa Fe Springs



City Council Meeting

CONSENT AGENDA

Resolution No. 9793 Waiving the Requirements of Chapter 117 (Oil & Gas) of the Santa Fe Springs Code of Ordinances for An Unlocated Abandoned Oil Well at 11212 Norwalk Boulevard, and Related Indemnity Agreement

RECOMMENDATIONS:

- Adopt Resolution No.9793, waiving the requirement of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code of Ordinance for an unlocated abandoned oil well at 11212 Norwalk Boulevard; and
- Approve the Indemnity Agreement between the City of Santa Fe Springs (City) and 11212 Norwalk Blvd LLC., to indemnify the City of Santa Fe Springs from any and all liability associated with the oil and gas wells (API No. 03715451 & API No. 03715767) at 11212 Norwalk Boulevard (APN: No. 8167-003-800 and 8025-001-014); and
- Authorize the Mayor or designee to execute the Indemnity Agreement between the City of Santa Fe Springs and 11212 Norwalk Blvd LLC.

BACKGROUND

In May 14, 2018, the Planning Commission approved Development Plan Approval (DPA) Case No. 936 and Conditional Use Permit (CUP) Case No. 787. The DPA allowed for the construction of a new $\pm 128,896$ sq. ft. mini-warehouse along with a new $\pm 1,200$ sq. ft. office building at 11212 Norwalk Boulevard. The CUP allowed the establishment, operation, and maintenance of a mini-warehouse facility at 11212 Norwalk Boulevard.

At the August 8, 2019, City Council Meeting, the City Council approved Ordinance No. 1104, which amended the procedures regarding the abandonment of oil wells. The approved ordinance allows the Director of Planning in consultation with the Fire Chief, to conditionally authorize issuance of a building and/or grading permit for property that contain any active or abandoned wells, even if the Geologic Energy Management Division (CalGEM), determines that a well was not abandoned to its current standards. One requirement is to execute and record against the property an environmental release and indemnity agreement providing that the property owner and his assignees, release, indemnify and hold harmless the city against any and all claims, obligations, and causes of action of any kind or nature whatsoever, known or unknown, for personal injury or death, property damage, economic loss, and fines and penalties.

The owner has submitted to the City various technical reports and recommendations relating to mitigation of potential public health and safety concerns relating to the abandoned oil wells, including the following technical reports:

- Geophysical Survey Prepared by Terra-Petra dated December 11, 2017
- CalGEM Construction Site Well Review (CSWR) Report ID: 1012233 dated March 25, 2021
- CalGEM CSWR Report ID: 1012384 dated December 17, 2021
- Witten Engineering report dated June 11, 2018
- Preliminary Grading Plan for 11212 Norwalk Boulevard dated July 31, 2019, as updated in 2021
- Signal Geoscience Report of the Search for Industrial Oil Syndicate #4, Well Number 4-2, API 03715767dated August 31, 2020
- Witten Engineering report dated July 12, 2021
- Roux Associates, Inc. leak test report covering the Gilbert Petroleum Corporation (CPC) 1 dated January 21, 2022

According to the CalGEM Construction Site Well Review Report (Report ID: 1012233), two abandoned oil and gas wells were identified within the property boundary, Gilbert Petroleum Corporation No.1 (API No. 03715451) ("Well No. 1") and Industrial Oil Syndicate No.4-2 (API No. 03715767) ("Well No. 42"). Well No.1 was plugged and abandoned on 8/8/1925, and Well No. 42 was plugged and abandoned on 3/25/1926. The report, however, indicated that both wells were not abandoned to CalGEM's current abandonment requirements as prescribed by law. As a result, CalGEM recommended that these wells be abandoned or re-abandoned in compliance with current CalGEM requirements, prior to development on the property.

In order to locate the two known wells, the owner submitted geophysical survey report prepared by Terra-Petra indicated that Well No. 1 was located within the property's boundary, but Well No. 42 was not located within the property boundary. To further investigate the location of Well No. 42, the owner retained Witten Engineering to review all information available for Well No. 42. Witten Engineering found that the coordinates listed in the CalGEM Well finder map for Well No.42 were not accurate and that the well was a borehole drilled to locate oil or gas boring formations in 1923, and no oil or gas bearing formations were discovered in the borehole, and the well was abandoned in 1924 and reabandoned in 1926. The reabandonment consisted of removal of the top portion of the surface casing and the top portion of the production casing followed by placement of a cement plug at the surface. Lastly, the owner retained Signal Geoscience to perform four rounds of excavation, detailed soil examination, and

aerial photograph review. The results also concluded that Well No. 42 was not located within the property boundary.

Based on the documents and findings mentioned above, the owner informed the City that Well No.42 was not located within the subject property. To confirm the owner findings the City had its oil and gas expert, Evans & Walker, review the aforementioned documents and other documents provided by the owner. Evans & Walker determined that the owner has expended great effort in attempting to locate Well No. 42, and it concurs that Well No. 42 is not located on the property.

Chapter 117 of the City of Santa Fe Springs Code of Ordinances (Oil and Gas), does not have procedures to address abandoned wells recorded by CalGEM that cannot be located. Staff therefore recommends that the City approve Resolution No. 9793, to waive the requirements of Chapter 117 of the Santa Fe Springs Code of Ordinance to address the unlocated oil well and thereby allow for the issuance of building permits and/or grading permits with regard to Well No. 42, until such time that Well No. 42 is located.

Additionally, staff recommends that the City and the owner enter into an Environmental Release and Indemnity Agreement, benefitting the City and setting forth the owner's obligations to indemnify and release the City from liability associated with all oil and gas wells on the property.

LEGAL REVIEW

The City Attorney has reviewed the proposed agreement and resolution.

Raymond R. Cruz City Manager

Attachment:

- 1. Environmental Release And Indemnity Agreement
- 2. Resolution No. 9793

ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT

THIS ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT ("Agreement") is dated _______, 2022 (the "Agreement Date"), and is entered between 11212 Norwalk Blvd LLC ("Owner") (an affiliate of InSite Property Group LLC ("InSite")), whose address is 19191 South Vermont Avenue, Suite 680, Torrance, California, and the City of Santa Fe Springs, California, a municipal corporation ("City"), whose address is 11710 Telegraph Road, Santa Fe Springs, California.

RECITALS

A. Owner is the owner in fee of approximately 1.54+/- acres of real property located in the City of Santa Fe Springs at the address 11212 Norwalk Boulevard APN 8025-001-014 (the "Property").

B. Owner plans to develop an approximately 130,896 square foot first class self-storage facility on the Property pursuant to various land use and building approvals, entitlements, and permits issued or to be issued by City and other governmental agencies with jurisdiction, including Development Plan Approval Case No. 936 ("DPA 936") and Conditional Use Permit Case No. 787 ("CUP 787"), which were conditionally approved by Resolution No. 81-2018 issued by the City of Santa Fe Springs Planning Commission on May 14, 2018, (the "Project").

C. According to the Division of Oil, Gas, and Geothermal Resources, now known as the California Geologic Energy Management Division ("CalGEM"), (as discussed in more detail below) there are two known oil and gas wells (Well No. 1 Gilbert Petroleum Corporation (API No. 03715451) ("Well No. 1") and Well No. 4-2 Industrial Oil Syndicate (API No. 03715767) ("Well No. 4-2") (also referred to as Gilbert Petroleum Corporation Well No. 1 (API 04-037-15451) and Industrial Oil Syndicate Well No. 4-2 (API 04-037-15767)) also believed to be within the property boundary (collectively, the "Oil and Gas Wells").

D. Prior to the Agreement Date, Owner's predecessor submitted to the City various technical reports and recommendations relating to mitigation of potential public health and safety concerns relating to the abandoned oil wells, including the following technical reports:

- Geophysical Survey Prepared by Terra-Petra dated December 11, 2017
- CalGEM Construction Site Well Review (CSWR) Report ID: 1012233 dated March 25, 2021
- CalGEM CSWR Report ID: 1012384 dated December 17, 2021
- Witten Engineering report dated June 11, 2018
- Preliminary Grading Plan for 11212 Norwalk Boulevard dated July 31, 2019, as updated in 2021
- Signal Geoscience Report of the Search for Industrial Oil Syndicate #4, Well Number 4-2, API 03715767 dated August 31, 2020
- Witten Engineering report dated July 12, 2021
- Roux Associates, Inc. leak test report covering the Gilbert Petroleum Corporation (CPC) 1 dated January 21, 2022.

E. The City's Department of Fire-Rescue (Fire Department) has the responsibility and authority on behalf of the City to administer and enforce City regulations and requirements with respect to abandoned oil wells on the Property, and to require mitigation of potential public health and safety concerns relating to the previously abandoned oil wells, including, as applicable, measures such as, but not limited to, well re-abandonment, the installation of methane barriers, testing, monitoring, installation and maintenance of vents/blowers, alarms, and the like (collectively, "Methane Mitigation Measures").

F. The City's Planning Department has the responsibility and authority on behalf of the City to approve site development plans for Projects and to enforce City regulations and requirements with respect to the Project's compliance with applicable federal, state, regional, and local laws, statutes, ordinances, regulations, and official policies relating to land use.

G. CalGEM has jurisdiction over the drilling, operation, maintenance, and plugging and abandonment of oil, natural gas, and geothermal wells, and CalGEM is also responsible for identifying and addressing issues associated with development near oil or gas wells. CalGEM provides information on the current status of all known wells located on a development site property and provides its opinion regarding whether wells have been abandoned to current standards and/or whether access to wells may be impeded by any planned construction. CalGEM provides this information to the property owner, developer, and local permitting agency in an advisory role to inform decisions concerning the development near oil or gas wells. With respect to the Property, CalGEM found that the Oil and Gas Wells are not abandoned to current CalGEM requirements as prescribed by law and Well No. 4-2 could not be located with a geophysical survey. Nevertheless, CalGEM expects Well No. 4-2 to be re-abandoned in compliance with current CalGEM requirements prior to development on the Property, categorically advises against building over, or in any way impeding access to, oil, gas, and geothermal wells, and advises that all wells identified be tested for liquid and gas leakage (the "CalGEM's Recommendations").

H. Well No. 4-2 was identified by CalGEM but in August 2020, JDA via its subsidiary Geminis Property Development, LLC, retained Signal Geoscience to search for Well No. 4-2, and Signal Geoscience performed a geophysical survey, four rounds of excavation, detailed soil examination, and aerial photograph review and has concluded that Well No. 4-2 was not drilled on the Property.

I. The City and Owner desire to enter into this Agreement to set forth Owner's obligations to indemnify and release the City regarding the Oil and Gas Wells on the Property as set forth below.

COVENANTS

Based upon the foregoing Recitals, which are incorporated into this Agreement by reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Owner and City covenant and agree as follows:

1. **Owner Obligations.**

In light of CalGEM's Recommendations, Owner, at a minimum, shall comply with Chapter 117 of the City of Santa Fe Springs Code of Ordinances (Oil and Gas) with respect to all oil and gas wells on the Property, except for Well No. 4-2 to the extent it cannot be located. If or when Well No. 4-2 is located on the Property, Owner shall comply with Chapter 117 regarding this well. In addition, the Owner shall comply with the following:

- A. The approved Methane Mitigation Measures set forth in Attachment A including the requirement to install a methane barrier and passive ventilation system approved by the City's Department of Fire-Rescue (Fire Department) and to implement a methane monitoring plan (approved by the Fire Department) for monitoring above and below the methane barrier system; and
- B. If any leak is detected any oil and gas well, Owner shall ensure access to the well pursuant to the approved Well Access Plan set forth in Attachment B. Owner shall be responsible for immediate reabandonment of the well pursuant to the direction of CalGEM and/or the City.

2. <u>Release</u>.

Owner, for itself and all of its members, officers, employees, and agents, (collectively, the "Owner Parties") hereby fully releases and discharges City and all City officials, employees, and agents (collectively, the "City Parties") from any and all claims, investigations, notices, violations, demands, allegations, suits, injunctions, judgments, orders, consent decrees, obligations, causes of action, of any kind of nature whatsoever, proceedings, or assertions (whether administrative, judicial or private in nature) known or unknown, for personal injury or death, property damage, economic loss, and fines and penalties (collectively, "Claims") relating directly or indirectly to any condition in, on, or about the Property, including any and all oil and gas wells (known and unknown) including the Oil and Gas Wells on the Property, including without limitation any such Claims arising out of the actual or alleged failure to perform any of the Methane Mitigation Measures or the actual or alleged failure to comply with any applicable Oil Well Abandonment Regulations or CalGEM requirements and directives, and/or any applicable federal, state, regional, and local laws, statutes, ordinances, regulations, and official policies relating to any condition in, on, or about the Property and any oil and gas wells (known and unknown) including the Oil and Gas Wells on the Property and unknown) including the Oil and Gas Wells on the Property and any applicable federal, state, regional, and local laws, statutes, ordinances, regulations, and official policies relating to any condition in, on, or about the Property and gas wells (known and unknown) including the Oil and Gas Wells on the Property.

In furtherance of the release described above, Owner expressly waives California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

3. Indemnity.

Owner shall indemnify, defend, and hold harmless the City Parties from and against any action, claim, investigation, notice, violation, demand, allegation, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding, or assertion (whether administrative, judicial or private in nature (collectively "Claims") Claims which may be brought against any of the City Parties relating directly or indirectly to any condition in, on, or about the Property, including, but not limited to any and all oil and gas wells (known and unknown) including the Oil and Gas Wells on the Property, including without limitation any such Claims arising out of the actual or alleged

failure to perform any of the Methane Mitigation Measures or the actual or alleged failure to comply with any applicable Oil Well Abandonment Regulations or CalGEM requirements and directives, and/or any applicable federal, state, regional, and local laws, statutes, ordinances, regulations, and official policies relating to any condition in, on, or about the Property and any oil and gas wells (known and unknown) including the Oil and Gas Wells on the Property. The Indemnity is comprehensive. Not by way of limitation of the foregoing, the Indemnity is intended to cover and include Claims made by any property owners, occupants, and invitees of properties in the vicinity of the Property (e.g., located within 1000 feet of the exterior boundaries of the Property) against any of the City Parties arising directly or indirectly to the previously abandoned oil wells on the Property or any other condition in, on, or about the Property, including any such Claims for alleged property losses and/or personal injuries involving exposure to minerals, gases, toxins, leaks, unstable ground, or any other condition in any way created by the any oil and gas wells including the Oil and Gas Wells on and under the Property. The Indemnity is also intended to cover and include Claims made by CalGEM or any other third-party against City Parties for their actions (including but not limited to permit decisions) or omissions relating directly or indirectly to any previously abandoned oil wells on the Property.

4. **Indemnity Procedure**.

a. If a Claim is threatened or filed against City Parties that is within the scope of the Indemnity, City shall promptly notify Owner in writing, tender defense of the Claim against City Parties to Owner, and provide a copy of all records pertaining to the Claim to Owner (collectively, "Notice of Claim"), and thereafter City Parties shall cooperate with Owner in the defense of said Claim, including without limitation promptly providing Owner access to City witnesses and copies of City records relevant to the defense of the Claim upon Owner's written request. Upon City's notification of Owner of the Claim, on behalf of City, the Owner shall conduct with due diligence and in good faith the investigation of the Claim and assume the defense of the Claim with counsel reasonably satisfactory to City; provided, however, that City additionally shall have the right to have the applicable City Parties represented by advisory counsel of City's own selection at City's own expense.

b. If any Claim arises that is within the scope of the Indemnity and Owner fails to assume or thereafter provide the defense of a City Party or Parties in a timely manner following Owner's receipt of City's Notice of Claim, the City shall have the right to take reasonable steps to mitigate its damages, including retention of counsel of City's choosing and settlement or contesting of the Claim, and thereafter Owner shall be responsible to pay or reimburse City's costs incurred that are within the scope of the Indemnity, including without limitation reasonable attorney fees and collection costs incurred by City in seeking payment/reimbursement from Owner.

c. Owner shall have the right to settle or resolve any third-party Claims within the scope of the Indemnity provided, however, that Owner shall not have the right to modify or amend any of the Owner's Methane Mitigation Measures in a manner that would require City approval without obtaining City approval thereof, which approval City shall not unreasonably withhold, condition, or delay.

5. **No Representation or Warranty**.

Nothing in this Agreement is intended or shall be deemed to constitute a representation or warranty by City to Owner that Owner's performance of the Methane Mitigation Measures referred to herein will comply with all applicable Oil Well Abandonment Regulations. Nor does City represent or warrant that CalGEM or any other regulatory agency has reviewed and/or approved of the Methane Mitigation Measures.

6. <u>Successors and Assigns; Limited Class of Third Party Beneficiaries</u>.

This Agreement shall be binding upon the City and Owner and Owner's successors and assignees and shall be enforceable by each of the City Parties and the Owner Parties and their respective successors and assignees. In this regard, the City Parties other than City and the Owner Parties other than Owner are intended third party beneficiaries of this Agreement, but there are no other intended third-party beneficiaries hereunder.

7. <u>Notices</u>.

Any notice, demand, or request required under this Agreement shall be given in writing at the address set forth below by personal service, facsimile, overnight courier, or registered or certified, first class mail, return receipt requested.

If to Owner:	11212 Norwalk Blvd LLC19191 S. Vermont Ave, Suite 680Torrance, CA 90502Attn: Charles Brown
With a copy to:	Fernando Villa Allen Matkins Leck Gamble Mallory & Natsis LLP 865 S. Figueroa St., Suite 2800 Los Angeles, CA 90017
If to City:	City of Santa Fe Springs Attn: City Manager 11710 E. Telegraph Road Santa Fe Springs, CA 90670 (562) 868-0511
With a copy to:	Ivy M. Tsai Jones Mayer 3777 N. Harbor Blvd. Fullerton, CA 92835 (714) 446-1400

A Party may change its address for receipt of notices by delivery of notice to the other Party given in the same manner as required above. Any notice, demand, or request shall be deemed received as follows; (a) if sent by personal service, at the time such personal service is effected; (b) if sent by facsimile, upon the sender's receipt of a confirmation report indicating receipt by the recipient's fax machine; (c) if sent by overnight courier, on the business day immediately following deposit with the overnight courier, and (d) if sent by registered or certified mail, three business days following deposit in the mail.

8. <u>Counterparts</u>.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Signatures to this Agreement may be transmitted by email or facsimile, including PDF, and signatures so transmitted shall be deemed to be originals for all purposes.

9. <u>Governing Law</u>.

This Agreement shall be interpreted and applied in accordance with California law.

10. Incorporation of Recitals.

The foregoing recitals are incorporated by reference as if set forth fully herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Agreement Date first specified herein.

OWNER

11212 NORWALK BLVD LLC

es Brown, Principal

Une 1, 2022 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA))ss. COUNTY OF <u>Los Angeles</u>)

On <u>June 1st</u>, 2022 before me, <u>Danielle M. O'Neil</u>, Notary Public, personally appeared <u>Charles Brown</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

Witness my hand and official seal.



Damier M. O Mil

Notary Public in and for said County and State

CITY OF SANTA FE SPRINGS

Annette Rodriguez, Mayor

Date

Attachment A – Methane Mitigation Measures

Attachment B – Well Access Plan

PROJECT DESIGN TEAM

ENVIRONMENTAL CONSULTANT ROUX ASSOCIATES, INC. 5150 E. PACIFIC COAST HIGHWAY, SUITE 450 LONG BEACH, CA 90804

ARCHITECT **ROZEN DESIGN SOLUTIONS** 72 JACK DRIVE SHERIDAN, WY 82801

STRUCTURAL **O'DONNELL & NACCARATO** 701 MARKET STREET, SUITE 6000 PHILADELPHIA, PA 19106

SITE INFORMATION

11212 NORWALK BOULEVARD, SANTA FE SPRINGS, CA 90670 SITE ADDRESS: GROSS SITE AREA: 67,254 SQ. FT. / 1.5 ACRES BUILDING A FOOTPRINT: 31,981 SQ. FT. / 0.7 ACRES 981 SQ. FT. / 0.02 ACRES **BUILDING B FOOTPRINT:**

ASSESSOR'S PARCEL NUMBERS

COUNTY OF LOS ANGELES: 8025-001-014

BENCHMARK

L.A.C.P.W. BENCHMARK NUMBER: Y 3280 DESCRIPTION: L&T IN WEST CURB NORWALK BOULEVARD 1' NORTH OF CURB RETURN AT THE NORTHWEST CORNER ORACLE STREET AND NORWALK BOULEVARD 123.623 NAVD 1988 NORWALK QUAD 2005 ADJ **ELEVATION:**

BASIS OF BEARINGS

THE BEARING OF N00°21'22"W OF THE CENTERLINE OF NORWALK BOULEVARD PER RECORD OF SURVEY FILED IN BOOK 141 PAGE 60 OF RECORD OR SURVEYS, RECORDS OF LOS ANGELES COUNTY WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

UTILITY PURVEYORS

SANITARY SEWER SANITATION DISTRICTS OF LOS ANGELES COUNTY 1955 WORKMAL MILL ROAD WHITTIER, CA 90610 CONTACT: (562) 908-4288

ELECTRIC COMPANY SOUTHERN CALIFORNIA EDISON 9901 GEARY AVENUE SANTA FE SPRINGS, CA 90670 CONTACT: (562) 903-3191

GAS COMPANY SOUTHERN CALIFORNIA GAS COMPANY 11516 TELEGRAPH ROAD SANTA FE SPRINGS, CA 90670 CONTACT: (800) 427-2200

RECYCLING/GARBAGE SERV-WEL DISPOSAL 901 SOUTH MAPLE AVENUE MONTEBELLO, CA 90640-4056

FIRE DEPARTMENT SANTA FE SPRINGS FIRE DEPARTMENT HEADQUARTERS 11330 GREENSTONE AVENUE SANTA FE SPRINGS, CA 90670 CONTACT: (562) 944-9713

WATER DEPARTMENT SANTA FE SPRINGS WATER UTILITY AUTHORITY 11710 TELEGRAPH ROAD SANTA FE SPRINGS, CA 90670

CIVIL **BLUE PEAK ENGINEERING** 18543 YORBA LINDA BOULEVARD, #235 YORBA LINDA, CA 92886

LANDSCAPE ARCHITECT THE GREEN ROOM COLLABORATIVE 6901 EAST 1 STREET, SUITE 103 SCOTTSDALE, AZ 85251

ROUX ASSOCIATES, INC. (ROUX) HAS PREPARED THESE PLANS TO SHOW THE GENERAL SCOPE AND PLACEMENT OF A METHANE MITIGATION SYSTEM SPECIFIC TO THE PROPOSED DEVELOPMENT AT 11212 NORWALK BOULEVARD, SANTA FE SPRINGS, CALIFORNIA 90670. BASED ON PREVIOUS SITE INVESTIGATIONS, METHANE HAS BEEN DETECTED IN AREAS OF THE SITE. THE SITE ALSO FEATURES FORMER OIL WELLS. SIMILARLY, RESIDUAL LEVELS OF VOLATILE ORGANIC COMPOUNDS (VOCS) HAVE ALSO BEEN DETECTED ON-SITE. THE SPECIFIED METHANE MITIGATION SYSTEM HAS BEEN DESIGNED TO ALSO MITIGATE ANY POTENTIAL RESIDUAL SUBSURFACE VOCS.

THIS METHANE MITIGATION SYSTEM HAS BEEN DESIGNED IN GENERAL ACCORDANCE WITH THE CITY OF SANTA FE SPRINGS MUNICIPAL CODE AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS GAS HAZARD MITIGATION POLICY AND STANDARDS.

THESE PLANS ARE BASED ON PLANS OF THE PROPOSED BUILDING MADE AVAILABLE BY THE ARCHITECT (ROZEN DESIGN SOLUTIONS), STRUCTURAL ENGINEER (O'DONNELL & NACCARATO), AND CIVIL ENGINEER (BLUE PEAK ENGINEERING).



SECURESPACE SANTA FE SPRINGS METHANE MITIGATION SYSTEM



PROJECT OVERVIEW



Environmental	ngs Dept of Fire-Rescue Protection Division ROVED
Industrial Waste	Demestic Waste Only
Approval Not Required	Other
with applicable code provisions.	Approval of these plans shall not be r approval of, any violation of any Approved plans shall not prevent .9Date

IEET NO.	SHEET TITLE
.0	COVER SHEET
.0	GENERAL NOTES, LEGE
.1	SANTA FE SPRINGS BUI
.0	DEVELOPMENT SITE PLA
.1	METHANE MITIGATION S
.2	METHANE MITIGATION S
.0	METHANE MITIGATION S
.1	METHANE MITIGATION S
.2	METHANE MITIGATION S
.3	METHANE MITIGATION S
.0	TECHNICAL SPECIFICAT
.1	TECHNICAL SPECIFICAT
.2	TECHNICAL SPECIFICAT
5.3	TECHNICAL SPECIFICAT

PREPARED BY:		LY L		ROUX ASSOCIATES, INC.	E. 6150 E PACIFIC COAST HIGHWAY	-	UCI CONG BEACH, CALIFORNIA 90804		
PREPARED FOR:		INSITE PROPERTY	GROUP	0000	811 NORTH CATALINA AVENUE,	SUITE 1306 DEPONIDO DEACH CALIEODNIA 00027			
	APPVD	J.P.	J.P.						
	ВΥ	C.J.	C.J.						
VERSION SUMMARY	DESCRIPTION	DRAFT - PERMIT SET	DRAFT - PERMIT SET - REVISION 1						
	DATE	01/17/2022	02/15/2022						
	VER	A 01/	B 02/		×-				
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SCALE:	N.T.S.	BAR SHOULD BE EXACTLY	ONE INCH LONG	IF NOT 1 INCH. ADJUST SCALE	ACCORDINGLY		CONSTRUCTION THESE DESIGN	DRAWINGS MUST BE	REPRODUCED IN FULL COLOR
		COVER SHEET BAR SHOULD BE EXACTLY	ONE INCH LONG	SECURESPACE SANTA FE SPRINGS IF NOT 1 INCH. ADJUST SCALE			SANTA FE SPRINGS, CALIFORNIA 906/0 CONSTRUCTION THESE DESIGN		PROJECT NO. 3370.0004L REPRODUCED IN FULL COLOR

GENERAL NOTES

- 1. THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED FOR THE CITY OF SANTA FE SPRINGS TO COMPLY WITH CITY OF SANTA FE SPRINGS CODE, TITLE 11, SECTION 117.129 (REQUIREMENTS PRIOR TO NEW CONSTRUCTION) AND TITLE 11, SECTION 117.131 (REQUIREMENT FOR A SOILS GAS STUDY OR METHANE MITIGATION SYSTEM)
- 2. THESE DRAWINGS INDICATE THE GENERAL SCOPE AND PLACEMENT OF METHANE MITIGATION MEASURES INTENDED TO PREVENT POTENTIAL METHANE AND/OR VAPOR INTRUSION INTO THE BUILDING. THE DRAWINGS ARE BASED ON USING LIQUID BOOT®, A SEAMLESS, SPRAY-APPLIED MEMBRANE INSTALLED BENEATH THE BUILDING FLOOR SLAB. THE MEMBRANE IS APPLIED OVER A CARRIER MEMBRANE AND A POROUS VENTILATION LAYER CONTAINING HORIZONTAL VENT PIPES CONNECTED TO VERTICAL VENT RISERS. THE MEMBRANE IS PROTECTED BY A GEOTEXTILE LAYER PRIOR TO THE PLACEMENT OF CONCRETE. THE MEMBRANE AND RELATED COMPONENTS ARE REFERRED TO COLLECTIVELY AS THE "BARRIER" AND THE INSTALLER IS REFERRED TO AS THE BARRIER CONTRACTOR.
- 3. ABSENT KNOWLEDGE ABOUT SITE-SPECIFIC CONSTRUCTION TECHNIQUES AND SEQUENCING, THESE DRAWINGS DO NOT SHOW EVERY DETAIL OF HOW THE METHANE BARRIER SHOULD BE INSTALLED AND INTEGRATED INTO THE BUILDING FOUNDATION. RATHER, THE INTENT IS TO PROVIDE ILLUSTRATIVE DETAILS THAT CAN BE ADAPTED IN THE FIELD TO ADDRESS SITE- AND LOCATION-SPECIFIC CONDITIONS. IF THE DETAILS PROVIDED ARE INSUFFICIENT, THE BARRIER CONTRACTOR SHOULD CONSULT ROUX OR ANOTHER QUALIFIED FIRM BEFORE PROCEEDING.
- 4. THE BARRIER CONTRACTOR SHALL RESTRICT ITS OPERATIONS TO THOSE AREAS OF THE SITE WHERE THE METHANE BARRIER AND RELATED MITIGATION MEASURES ARE TO BE CONSTRUCTED AND OTHER AREAS, SUCH AS MATERIAL AND EQUIPMENT LAY DOWN AREAS, AS ALLOWED BY THE OWNER.
- 5. THE BARRIER CONTRACTOR SHALL COORDINATE ITS WORK WITH THE OWNER'S GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS AND SHALL ENDEAVOR TO AVOID CONFLICTS WITH SAME. THE BARRIER CONTRACTOR'S WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE CONTACT DOCUMENTS, APPLICABLE LAWS, LOCAL ORDINANCES, AND APPLICABLE PERMIT REQUIREMENTS.
- 6. THE BARRIER CONTRACTOR SHALL KEEP ITS WORK AREAS CLEAN AND ORDERLY AND FREE OF LITTER AND DEBRIS. UNLESS OTHERWISE ALLOWED BY THE CONTRACT DOCUMENTS, BARRIER CONTRACTOR IS RESPONSIBLE FOR CONSOLIDATING AND REMOVING ITS OWN WASTE MATERIALS AND DEBRIS FROM THE SITE IN A TIMELY MANNER.
- MANUFACTURED MATERIALS USED IN METHANE BARRIER CONSTRUCTION AND RELATED MITIGATION MEASURES SHALL BE DELIVERED TO THE SITE IN THEIR ORIGINAL PACKAGING OR SHALL OTHERWISE INDICATE THE MANUFACTURER, BRAND, MODEL NUMBER, ETC. PRIOR TO USE, MATERIALS USED IN METHANE BARRIER CONSTRUCTION AND RELATED MITIGATION MEASURES SHALL BE STORED IN AN ORDERLY MANNER AND PROTECTED AS NECESSARY TO PREVENT DAMAGE OR DETERIORATION.
- 8. ALL ACTIVE OPERATIONS, INCLUDING CONSTRUCTION, DEMOLITION, AND EARTH-MOVING ACTIVITIES, SHALL COMPLY WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) RULE 401 FOR VISIBLE EMISSIONS, RULE 402 FOR NUISANCE, BULE 403 FOR FUGITIVE DUST AND OTHER APPLICABLE SCAQMD REGULATIONS.
- 9. ALL GRADING AND CONSTRUCTION SHALL CONFORM TO THE 2017 COUNTY OF LOS ANGELES BUILDING CODES (TITLE 26), THE CITY OF SANTA FE SPRINGS CODE, TITLE 15, SECTION 155.425 THAT RESTRICTS NOISE FROM CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 7:00 PM TO 7:00 AM.
- 10. ALL WORK SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE DRAFT PRECISE GRADING PLANS FROM BLUEPEAK ENGINEERING.
- 11. THE CONTRACTOR SHALL KEEP AT LEAST ONE COPY OF THE LATEST APPROVED VERSION OF THESE DOCUMENTS ON SITE AT ALL TIMES. ROUX SHALL HAVE ACCESS TO THE CONTRACTOR'S DOCUMENTS AT ALL TIMES. ADMINISTRATIVE REQUIREMENTS (E.G. PAYMENT) WILL BE AS SPECIFIED IN THE CONTRACT WITH THE OWNER.
- 12. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS. ON FINDING A DISCREPANCY BETWEEN THE CONTRACT DOCUMENTS INTERNALLY, OR BETWEEN THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SAID DISCREPANCY TO THE ATTENTION OF THE EOR AND OWNER.

	CONCRETE		BENTONITE GROUT	BMP CCS
	BACKFILL		GRAVEL	CMU DIA EOR
	SAND/MORTAR/PIPE BEDDING		PROPOSED 60-MIL SPRAY APPLIED METHANE BARRIER/20-MIL VI-20 GEOMEMBRANE	FT HDPE IN LACPW
	SITE BOUNDARY			LAMC
	PROPOSED BUILDING OU	JTLINE		LEL PPM
	LIMITS OF PROPOSED MI BARRIER SYSTEM	ETHANE		PSI MAX
	PROPOSED 4" SOLID VAF	POR VENT PIPE		MIN MPP
	PROPOSED PERFORATE VENT PIPE	D FLAT VAPOR		NO
0	PROPOSED 4" VAPOR VE	NT RISER		OD
	PROPOSED METHANE M PROBE	ONITORING		ORD PE PVC
•	PROPOSED METHANE M STATION	ONITORING		RND SCAQM
C	PROPOSED METHANE M ALARM CONTROL PANEL			SCH SQ SSPWC
	PROPOSED SOIL VAPOR PROBE	MONITORING		TYP VOCS
	ABANDONED OIL WELL			
		LABEL. DETAILS ARE IDENI ES ARE IDENFITIED WITH L		
V-4.0	ARROW SHOWS DIRECTI	ON VIEW OF DETAIL.		
	SHEET ON WHICH THE D	ETAIL OR REFERENCE IS S	HOWN.	

14. THE CONTRACTOR SHALL CLEARLY MARK THE WORK AREA INCLUDING THE PROPOSED EXCAVATIONS. THE WORK AREAS SHALL BE CLEARED BY UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AND THE OWNERS OF KNOWN UTILITIES IN THE AREA. SUBSURFACE WORK SHALL NOT COMMENCE UNTIL AN AREA HAS BEEN CLEARED.

15. THE CONTRACTOR SHALL EXERCISE CAUTION IN PERFORMING THE SUBSURFACE WORK. IF AN UNMARKED UTILITY IS ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE EOR AND OWNER. WHO WILL BE RESPONSIBLE FOR DETERMINING HOW TO PROCEED RELATIVE TO THE UNMARKED UTILITY.

16. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN A SATISFACTORY MANNER. UNLESS OTHERWISE PROVIDED, THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.

17. THE CONTRACTOR CAN RECOMMEND ALTERNATIVE MATERIALS, BUT MUST DEMONSTRATE THAT THE ALTERNATIVE IS EQUIVALENT OR SUPERIOR.

18. ALL MATERIALS, PARTS, AND EQUIPMENT FURNISHED BY THE CONTRACTOR FOR THIS PROJECT SHALL BE NEW, HIGH GRADE, AND FREE FROM DEFECTS. QUALITY OF WORK SHALL BE TO GENERALLY ACCEPTED STANDARDS. MATERIALS AND WORK QUALITY ARE SUBJECT TO THE EOR'S APPROVAL. MATERIALS AND WORK NOT CONFORMING TO THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS SHALL BE CONSIDERED DEFECTIVE AND SUBJECT TO REJECTION. DEFECTIVE WORK OR MATERIAL WHETHER IN PLACE OR NOT. SHALL BE REMOVED IMMEDIATELY FROM THE SITE BY THE CONTRACTOR, AT ITS EXPENSE, WHEN SO DIRECTED BY THE EOR. IF THE CONTRACTOR FAILS TO REPLACE ANY DEFECTIVE OR DAMAGED WORK OR MATERIAL AFTER REASONABLE NOTICE, THE EOR MAY CAUSE SUCH WORK OR MATERIALS TO BE REPLACED, THE COST OF WHICH WILL BE DEDUCTED FROM PAYMENTS DUE TO THE CONTRACTOR.

19. THE SOIL ENGINEER SHALL BE RESPONSIBLE FOR INSPECTING AND VERIFYING THAT THE PREPARATION OF THE NATURAL GROUND AND THE PLACEMENT AND COMPACTION OF THE FILL IS BEING PERFORMED IN ACCORDANCE WITH THE PLAN AND APPLICABLE CODE REQUIREMENTS.

20. UNLESS SPECIFIED OTHERWISE, SUBMITTALS WILL BE REQUIRED FOR ALL MATERIALS TO BE USED FOR CONSTRUCTION. SHOP DRAWINGS WILL BE REQUIRED FOR ALL ITEMS THAT WILL BE FABRICATED FOR THE WORK. ROUX CAN WAIVE THIS REQUIREMENT FOR MINOR ITEMS AT HIS DISCRETION.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY: THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND. INDEMNIFY. AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

SECURESPACE SANTA FE SPRINGS METHANE MITIGATION SYSTEM

11212 NORWALK BOULEVARD SANTA FE SPRINGS, CALIFORNIA 90670

13. THE CONTRACTOR SHALL MAINTAIN AN AS-BUILT SET OF PLANS. THE CONTRACTOR SHALL REVIEW THE AS-BUILT PLAN WITH ROUX PERIODICALLY TO ENSURE THAT CHANGES ARE KEPT UP TO DATE. AT LEAST ONE COPY OF BOTH THE GRADING PERMIT AND APPROVED PLANS SHALL BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE ON-SITE AT ALL TIMES.

REVIATIONS AND ACRONYMS

BEST MANAGEMENT PRACTICES CALIFORNIA COORDINATE SYSTEM CONCRETE MASONRY UNIT DIAMETER ENGINEER OF RECORD FEET HIGH DENSITY POLYETHYLENE INCH LOS ANGELES COUNTY PUBLIC WORKS LOS ANGELES MUNICIPAL CODE LOWER EXPLOSIVE LIMIT PARTS PER MILLION POUNDS PER SQUARE INCH MAXIMUM MINIMUM MONITORING POINT PLAN NUMBER NATIONAL PIPE THREAD OUTSIDE DIAMETER ORDINANCE POLYETHYLENE POLYVINYL CHLORIDE ROUND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT SCHEDULE SQUARE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION TYPICAL VOLATILE ORGANIC COMPOUNDS

	PREPARED BY:		KOOK	ROUX ASSOCIATES, INC.	5150 E. PACIFIC COAST HIGHWAY, SUITE 450	
	PREPARED FOR:		INSITE PROPERTY	GROUP	811 NORTH CATALINA AVENUE, SUITE 1306 REDONDO BEACH, CALIFORNIA 90277	
		APPVD	J.P. J.P.			
		BY	C.J.			
	VERSION SUMMARY	VER DATE DESCRIPTION	A 01/17/2022 DRAFT - PERMIT SET B 02/15/2022 DRAFT - PERMIT SET - REVISION 1			
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		GENERAL NOTES, LEGEND, AND	F	SECURESPACE SANTA FE SPRINGS	MIELINANE IVILLIGATION 3131 EIVI 11212 NORWALK BOULEVARD SANTA EE SPRINGS CALIEORNIA 90670	PROJECT NO. 3370.0004L
	SHEET NO.		V-2.0		SHEET 2 OF 14	VERSION

CITY OF SANTA FE SPRINGS BUILDING CODE

§ 117.127 CRITERIA FOR ABANDONMENT

A WELL SHALL BE CONSIDERED PROPERLY ABANDONED FOR THE PURPOSE OF THIS SECTION WHEN ALL OF THE FOLLOWING EVENTS HAVE OCCURRED:

- (A) IF APPLICABLE, ANY HOLES ASSOCIATED WITH A WELL HAVE BEEN FILED WITH NATIVE EARTH AND COMPACTED TO A 90% COMPACTION FACTOR (ATES).
- THE DERRICK AND ALL APPURTENANT EQUIPMENT THERETO HAVE BEEN REMOVED FROM THE DERRICK AND ALL APPURTENANT EQUIPMENT THERETO HAVE BEEN REMOVED FROM THE DRILL SITE. ALL DRILLING AND PRODUCTION EQUIPMENT, TANKS, TOWERS AND OTHER SURFACE INSTALLATIONS USED IN CONNECTION WITH THE WELL SHALL HAVE BEEN REMOVED FROM THE DRILL SITE OR TANK FARM SITE. THE CLEANING OF THE SITE SHALL COMPLY WITH THE REGULATIONS OF DOGGR.
- (C) ALL BURIED PIPELINES SHALL HAVE BEEN EXCAVATED AND REMOVED OR, IF APPROVED BY THE FIRE CHIEF, PURGED OF ALL HYDROCARBON SUBSTANCES AND FILLED WITH WATER-BASE DRILLING MUD OR OTHER INERT MATERIALS. THE SURFACE OF THE LAND, INSOFAR AS PRACTICABLE, HAS BEEN LEFT IN A NEAT AND ORDERLY CONDITION.
- (D) THE DEPTH FROM GROUND LEVEL TO THE TOP OF THE WELL CASING SHALL BE A MINIMUM OF FIVE FEET AND A MAXIMUM OF 10 FEET UNLESS A DIFFERENT CUT-OFF DEPTH IS APPROVED BY DOGGR.
- (E) A PERMIT TO ABANDON THE WELL SHALL BE OBTAINED FROM THE FIRE DEPARTMENT PRIOR TO ABANDONMENT. THE FIRE CHIEF OR HIS DESIGNEE SHALL WITNESS THE POURING OF THE LAST 25 FEET OF THE CEMENT WELL PLUG AND THE WELDING OF A PLATE ACROSS THE TOP OF THE WELL. THE PLATE ON THE TOP OF THE ABANDONED WELL SHALL CONFORM TO CURRENT DOGGR REQUIREMENTS AND INCLUDE THE DATE OF ABANDONMENT. THE FIRE CHIEF OR HIS DESIGNEE SHALL INSPECT AND CERTIFY IN WRITING THAT THE WELL HAS BEEN PROPERLY ABANDONED IN ACCORDANCE WITH PROVISIONS OF THIS SECTION
- (F) A COPY OF THE DOGGR REPORT OF WELL ABANDONMENT OR OTHER FINAL DETERMINATION HAS BEEN PROVIDED TO THE FIRE CHIEF AND THE DIRECTOR.

('64 CODE, § 16-69) (ORD. 512, PASSED 1-13-77; AM. ORD. 584, PASSED 6-10-80; AM. ORD. 726, PASSED 12-22-87; AM. ORD. 1075, PASSED 8-25-16; AM. ORD. 1076, PASSED 9-8-16, AM. ORD. 1104, PASSED 8-8-19). PENALTY, SEE § 10.97.

117.129 REQUIREMENTS PRIOR TO NEW CONSTRUCTION

PRIOR TO THE ISSUANCE BY THE CITY OF A BUILDING OR GRADING PERMIT FOR PROPERTY UPON WHICH THERE ARE ANY ACTIVE OR ABANDONED WELLS, THE APPLICANT SHALL COMPLETE THE FOLLOWING:

- (A) OBTAIN A CONSTRUCTION SITE WELL REVIEW FROM DOGGER.
- (B) CONDUCT A SOILS GAS STUDY IN ACCORDANCE WITH § 117.131

REFERENCE: CITY OF SANTA FE SPRINGS CODE OF ORDINANCES

- (C) OBTAIN A PERMIT FROM THE FIRE DEPARTMENT TO EXPOSE ALL FORMER WELLS, SURFACE THEIR LOCATION, AND TEST EACH WELLS FOR GAS OR FLUID LEAKS UNDER THE SUPERVISION OF AN OIL AND GAS PROFESSIONAL AUTHORIZED BY THE FIRE DEPARTMENT. CONDUCT THIS LEAK TEST AND SUBMIT RESULTS TO THE FIRE DEPARTMENT
- (D) PROVIDE A WELL ACCESS SITE MAP TO THE PLANNING DEPARTMENT FOR APPROVAL. THE SITE MAP SHALL INCLUDE ALL OF THE FOLLOWING:
 - (1) CONSTRUCTION WITHIN THE CITY'S METHANE ZONE WHICH MEETS EITHER OF THE FOLLOWING (SUBSEQUENTLY REFERRED TO "REGULATED CONSTRUCTION"):
 - (2) DEMONSTRATE HOW VEHICLES AND ABANDONMENT EQUIPMENT WILL ACCESS EACH WELL FROM THE PUBLIC RIGHT-OF-WAY. (3) DEMONSTRATE THAT ADEQUATE SETBACKS WILL BE PROVIDED FOR SETTING UP ABANDONMENT EQUIPMENT AROUND EACH WELL.
- (E) OBTAIN A PERMIT FROM THE FIRE DEPARTMENT FOR THE INSTALLATION OF A VENT CONE AND RELATED EQUIPMENT FOR ALL ABANDONED WELLS LOCATED BELOW OR IN CLOSE PROXIMITY TO THE PROPOSED NEW CONSTRUCTION.
- (F) AGREE TO IMPLEMENT ALL MITIGATION MEASURES REQUIRED BY THE FIRE CHIEF, INCLUDING, BUT NOT LIMITED TO, INSTALLATION AND MAINTENANCE OF METHANE BARRIERS, VENTS/BLOWERS, ALARMS AND THE LIKE (COLLECTIVELY, "METHANE MITIGATION SYSTEMS").

SECURESPACE SANTA FE SPRINGS METHANE MITIGATION SYSTEM

11212 NORWALK BOULEVARD SANTA FE SPRINGS, CALIFORNIA 90670

(G) IF AN APPLICANT PERFORMS A LEAK TEST PURSUANT TO § 117.131(C) AND THE TEST INDICATES THE WELL IS LEAKING, APPLICANT SHALL ABANDON OR REABANDON THE WELL PURSUANT TO § 117.127.

(H) FILE AN INDEMNITY BOND PURSUANT TO CAL. PUBLIC RESOURCES CODE § § 3204 OR 3205.

EXECUTE AND RECORD AGAINST THE PROPERTY AN ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT PROVIDING THAT THE PROPERTY OWNER AND HIS ASSIGNEES, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, AND CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER, KNOWN OR UNKNOWN, FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, ECONOMIC LOSS, AND FINES AND PENALTIES. THE CITY ATTORNEY SHALL APPROVE THE FORM OF THE DISCLOSURE AND INDEMNITY AGREEMENT.

('64 CODE, § 16-71) (ORD. 726, PASSED 12-22-87; AM. ORD. 1075, PASSED 8-25-16; AM. ORD. 1076, PASSED 9-8-16; AM. ORD. 1104, PASSED 8-8-19 PENALTY, SEE § 10.97.

§ 117.131 REQUIREMENT FOR A SOILS GAS STUDY OR METHANE MITIGATION SYSTEM

(A) A SOIL GAS INVESTIGATION TO IDENTIFY THE CONCENTRATION OF METHANE GAS IN THE SUBSURFACE IS REQUIRED IF ANY OF THE FOLLOWING SITUATIONS APPLY:

- (1) CONSTRUCTION WITHIN THE CITY'S METHANE ZONE WHICH MEETS EITHER OF THE FOLLOWING (SUBSEQUENTLY
- **REFERRED TO "REGULATED CONSTRUCTION"):**
- NEW COMMERCIAL/INDUSTRIAL CONSTRUCTION. (a) MODIFICATION TO EXISTING STRUCTURES WHEN THE VALUATION OF THE MODIFICATION IS EQUAL TO OR GREATER (b) THAN 25% OF THE ASSESSED VALUE OF THE EXISTING STRUCTURES.
- (2) THE GRANTING OF A SUBDIVISION MAP, CONDITIONAL USE PERMITS NECESSITATING GROUND DISTURBANCE, OR
- DEVELOPMENT PLAN APPROVAL, WHEN THE PROPERTY FALLS WITHIN THE CITY'S METHANE ZONE. (3) EXISTING CONDITIONS AT THE SITE WARRANT A SOIL GAS INVESTIGATION IN THE OPINION OF THE FIRE CHIEF OR HIS DESIGNEE.

(B) THE METHANE ZONE IS THAT AREA DEPICTED ON THE CITY'S METHANE ZONE MAP. THE METHANE ZONE ENCOMPASSES LAND IN THE CITY WHICH IS WITHIN 1,000 FEET OF A LANDFILL OR WITHIN 500 FEET OF AN EXISTING OR ABANDONED OIL WELL. HE CITY'S METHANE ZONE MAP IS ADOPTED BY REFERENCE AS IF SET FORTH IN FULL IN THIS SECTION. A COPY OF THE CITY'S METHANE ZONE MAP IS AVAILABLE FOR PUBLIC INSPECTION ON THE CITY'S WEBSITE OR AT CITY OFFICES DURING REGULAR BUSINESS HOURS.

(C) A MINIMUM OF TWO SOIL GAS MONITORING WELLS ARE REQUIRED FOR ALL REGULATED CONSTRUCTION. ADDITIONAL MONITORING WELLS ARE REQUIRED BASED ON THE SIZE OF THE PROPOSED PROJECT. ONE ADDITIONAL MONITORING WELL IS REQUIRED PER 10,000 SQUARE FEET OF BUILDING AREA FOR BUILDINGS EXCEEDING 20,000 SQUARE FEET. AN ALTERNATIVE PROPOSAL AS TO THE NUMBER OF MONITORING WELLS MAY BE CONSIDERED AT THE DISCRETION OF THE FIRE CHIEF.

- (D) GENERAL MONITORING AND MITIGATION REQUIREMENTS FOR REGULATED CONSTRUCTION WITHIN THE METHANE ZONE: (1) PRIOR TO CONSTRUCTION, OBTAIN APPROVAL FROM THE FIRE DEPARTMENT FOR A SOIL GAS INVESTIGATION SHOWING THE
 - PROPOSED LOCATION(S) AND DESIGN OF THE MONITORING WELLS, IN ACCORDANCE WITH § 117.131(C). MONITORING WELLS SHALL INITIALLY BE SAMPLED AT LEAST TWO TIMES WITHIN A PERIOD OF SEVEN DAYS. (a)
 - THE INITIAL SAMPLING SHALL NOT OCCUR WITHIN TWO DAYS OF PRECIPITATION FOR FIRST SAMPLING EVENT OR AT ANY TIME BETWEEN THE FIRST AND SECOND SAMPLING EVENT.
 - (2) SOIL GAS SHALL BE MONITORED QUARTERLY AFTER CONSTRUCTION IS COMPLETE. ALL SOIL GAS MONITORING REPORTS REQUIRED BY THIS SECTION SHALL BE SENT TO THE FIRE CHIEF. IF THE PERMANENT MONITORING WELL LOCATIONS ARE DIFFERENT THAN THE LOCATION OF THE INITIAL MONITORING WELLS, APPROVAL FROM THE FIRE DEPARTMENT IS REQUIRED PRIOR TO INSTALLATION OF THE PERMANENT MONITORING WELLS. IF THE QUARTERLY MONITORING REVEALS METHANE LEVELS LESS THAN 25% OF THE LOWER EXPLOSIVE LIMIT (I.E., 1.25% BY VOLUME IN AIR OR 12,500 PPM/V) DURING THE FIRST YEAR, THE SYSTEM SHALL BE MONITORED ANNUALLY THEREAFTER. IN CASES WHERE METHANE LEVELS ARE LESS THAN 2.5% OF THE LOWER EXPLOSIVE LIMIT (I.E., .125% BY VOLUME IN AIR OR 1,250 PPM/V) THE FIRE CHIEF MAY WAIVE THE ANNUAL MONITORING REQUIREMENT UPON WRITTEN REQUEST. THE GRANTING OF THE WAIVER SHALL BE AT THE DISCRETION OF THE FIRE CHIEF.

(E) BASED ON THE RESULTS OF THE SOILS GAS MONITORING OR ON INFORMATION AVAILABLE ON SURROUNDING PROPERTIES, PROPERTY OWNERS SHALL IMPLEMENT ANY OTHER MITIGATION MEASURES AS REQUIRED BY THE FIRE CHIEF.

- INSTALLED.
- VOLUME IN AIR OR 12,500 PPM/V).
- 1.25% BY VOLUME IN AIR OR 12,500 PPM/V).
- FIRE CHIEF.

- AN ALTERNATIVE DESIGN IS APPROVED BY THE FIRE CHIEF.

- PERMANENTLY IDENTIFIED.

(ORD, 1104, PASSED 8-8-19) PENALTY, SEE § 10.97.

(F) IN LIEU OF THE INITIAL SOIL GAS INVESTIGATION, A METHANE MITIGATION SYSTEM APPROVED BY THE FIRE DEPARTMENT MAY BE

(G) METHANE MITIGATION SYSTEMS SHALL BE REQUIRED FOR ANY REGULATED CONSTRUCTION IF ANY OF THE FOLLOWING APPLY: (1) THE INITIAL MONITORING REVEALS METHANE LEVELS IN EXCESS OF 25% OF THE LOWER EXPLOSIVE LIMIT (I.E., 1.25% BY

(2) THE REGULATED CONSTRUCTION WILL IMPEDE ACCESS TO AN ABANDONED OIL WELL.

(3) QUARTERLY OR ANNUAL MONITORING REVEALS METHANE LEVELS GREATER THAN 25% OF THE LOWER EXPLOSIVE LIMIT (I.E.,

(H) WHERE REGULATED CONSTRUCTION TAKES PLACE IN THE METHANE ZONE AND WHICH INCORPORATES SENSITIVE LAND USES (E.G., RESIDENTIAL DEVELOPMENTS, PLACES OF PUBLIC ASSEMBLY, HOSPITALS, RESTAURANTS, SCHOOLS, AND THE LIKE), A METHANE MITIGATION SYSTEM MAY BE REQUIRED REGARDLESS OF THE METHANE LEVELS DETECTED AT THE DISCRETION OF THE

THE DESIGN OF A METHANE MITIGATION SYSTEM FOR PROPERTY WITHIN THE METHANE ZONE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND CITY FIRE DEPARTMENT

(J) IF REQUIRED BY THE FIRE DEPARTMENT, THE BUILDING OWNER SHALL BE RESPONSIBLE FOR ENSURING THAT ANNUAL INSPECTIONS OF THE METHANE MITIGATION SYSTEMS ARE COMPLETED. REPORTS OF THESE INSPECTIONS SHALL BE CONDUCTED UNDER THE OVERSIGHT OF A REGISTERED PETROLEUM ENGINEER OR OTHER QUALIFIED PERSONS AND SUBMITTED TO THE FIRE DEPARTMENT. A FINE SHALL BE CHARGED, AS ESTABLISHED BY RESOLUTION OF THE CITY COUNCIL, FOR EACH METHANE MITIGATION SYSTEM FOUND TO BE INOPERATIVE OR IMPROPERLY MAINTAINED.

(K) METHANE BARRIER SYSTEMS SHALL INCLUDE PERMANENT MONITORING VAPOR PROBES ABOVE AND BELOW THE BARRIER UNLESS

(L) IN EXTRAORDINARY CASES, E.G., WHERE METHANE IN EXCESS OF 25% OF THE LOWER EXPLOSIVE LIMIT (I.E., 1.25% BY VOLUME IN AIR OR 12,500 PPM/V) CAN BE DEMONSTRATED TO BE A NON-REPETITIVE INCIDENT, A REGISTERED PETROLEUM ENGINEER OR OTHER QUALIFIED PERSONS MAY REQUEST A WAIVER BY THE FIRE CHIEF FOR THE INSTALLATION OF A METHANE MITIGATION SYSTEM. THE GRANTING OF THE WAIVER SHALL BE AT THE DISCRETION OF THE FIRE CHIEF.

(M) WHERE GAS DETECTION SYSTEMS ARE USED, THEY SHALL BE DESIGNED BY AND INSTALLED UNDER THE SUPERVISION OF REGISTERED ENGINEERS. THE DESIGN AND INSTALLATION SHALL BE INSPECTED AND APPROVED BY THE FIRE DEPARTMENT.

(1) FOLLOWING INSTALLATION, A READILY VISIBLE SIGN SHALL BE POSTED WHICH READS: "GAS DETECTION ALARM. IN THE EVENT OF AN ALARM, EVACUATE THE BUILDING AND CALL THE FIRE DEPARTMENT, 911. DO NOT DISCONNECT UNDER PENALTY OF

(2) THE PROPERTY OWNER SHALL PROVIDE FIRE DEPARTMENT ACCESS TO THE ALARM PANEL AND THE BUILDING IN WHICH IT IS INSTALLED AS WELL AS THE ALARM RESET CODE BY MEANS OF AN APPROVED KEY BOX SYSTEM. KEYS SHALL BE CLEARLY AND

PREPARED FOR: PREPARED BY:		INSITE PROPERTY	GIUGS	10000	811 NORTH CATALINA AVENUE,	SUITE 1306 BEDONDO BEACH CALIEORNIA 90227			
	APPVD	J.P.	J.P.						
	BΥ	C.J.	C.J.						
VERSION SUMMARY	DESCRIPTION	DRAFT - PERMIT SET	DRAFT - PERMIT SET - REVISION 1						
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STRUCTURAL REFERENCE DRAWING(S) PROVIDED BY O'DONNELL & NACCARATO





STRUCTURAL REFERENCE DRAWING(S) PROVIDED BY O'DONNELL & NACCARATO



STRUCTURAL REFERENCE DRAWING(S) PROVIDED BY O'DONNELL & NACCARATO

TECHNICAL DATA

ULTRASHIELD™ G-1000

NON-WOVEN GEOTEXTILE FABRIC

staple fiber, non-woven geotextile. The fibers must remain attached to the underslab of the are needled-punched, forming a stable net- building. This is to ensure the membrane rework that retains dimensional stability rela- mains in place despite soil settlement, which tive to each other. The geotextile is resistant is common when building is on a landfill. to ultraviolet degradation and biological and chemical environments found in soils. Manu- BENEFITS facturing Quality Control tests have been ULTRASHIELD™ G-1000 is installed directly performed and are accredited by the Geosyn- over the finished LIQUID BOOT® vapor intruthetic Accreditation Institute's Laboratory Ac- sion barrier, providing superior protection from creditation Program (GAI-LAP). other trades.

APPLICATION

a underslab adhesion protection course spe-

TESTING DATA

DESCRIPTION ULTRASHIELD™ G-1000 is a polypropylene, staple fiber, non-woven geotextile. The fibers dially designed and required for underslab LIQ-UID BOOT® applications where the membrane must remain attached to the underslab of the

PACKAGING



non-woven geotextile with superior tensile strength and puncture resistance.

PROPERTY	TEST METHOD	RESULT (ENGLISH)	RESULT (METRIC
Tensile Bond Strength to Concrete ³	ASTM C 297-94	7 psi	
Mass/Unit Area	ASTM D 5261	10.0 oz/yd²	339 g/m ²
Thickness	ASTM D 5199	105 mils	2.7 mm
Tensile Strength	ASTM D 4632	270 lbs.	1202 N
Elongation	ASTM D 4632	50%	50%
CBR Puncture Strength	ASTM D6241	725 lbs.	3226 N
Trapezoid Tear	ASTM D 4533	105 lbs.	467 N
UV Resistance	ASTM D 4355	70%	70%
A.O.S.	ASTM D 4751	100 U.S. Sieve	0.150 mm
Permittivity	ASTM D 4491	1.2 sec ⁻¹	1.2 sec-1
Permeability	ASTM D 4491	0.30 cm/sec	0.30 cm/sec
Water Flow Rate	ASTM D 4491	85 gal/min//ft²	3463 I/min/m ²

¹ The property values listed above are effective 04/2011 and are subject to change without notice. ² All values shown are in weaker principal direction and are Minimum average roll values (MARV), except for AOS, which is a Maximum average roll value,

³ Historical value, based on past testing.

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CETCO[®] ULTRASHIELD[™] G-1000 NON-WOVEN GEOTEXTILE

TECHNICAL DATA

LIQUID BOOT® SPRAY-APPLIED GAS VAPOR BARRIER

DESCRIPTION

water-based membrane containing no VOCs, vapor barrier. Ambient temperature shall which provides a barrier against vapor intru- be within manufacturer's specifications. All sion into structures. LIQUID BOOT® is installed plumbing, electrical, mechanical and structurunder slab and on below grade vertical walls al items to be under or passing through the gas under slab and on below grade vertical walls al items to be under or passing through the gas as a gas vapor barrier to minimize vapor and vapor barrier shall be secured in their proper nuisance water migration into buildings. LIQ- positions and appropriately protected prior to UID BOOT® spray-application directly to pen- membrane application. Gas vapor barrier shall etrations, footings, grade beams, pile caps be installed before placement of rein-forcing and other irregular surfaces, provides for a steel. Expansion joints must be filled with a

APPLICATIONS

below-grade vertical wall gas vapor barrier, used to minimize vapor and nuisance water LIMITED WARRANTY (non-hydrostatic conditions) migration into CETCO warrants its products to be free of buildings. LIQUID BOOT[®] is ideal for methane defects. This warranty only applies when the EQUIPMENT migration control. LIQUID BOOT® is also NSF® product is applied by Approved Applicators • COMPRESSOR: Minimum output of 155certified for use as a potable water liner in trained by CETCO. As factors which affect 185 cubic feet per minute (CFM) concrete water reservoirs and tanks greater the result obtained from this product, includ. • PUMPS: For "A" drum, an air-powered pisthan 300,000 gallons to protect the concrete ing weather, equipment, construction, work- ton pump of 4:1 ratio (suggested model: from water seepage.

BENEFITS

- of penetrations, eliminating the need for no charge any product proved to be defective flush), hose rated for 500 psi minimum. For mechanical fastening
- por
- migration Protection from methane gas, VOCs, chlori ther liability of any kind including liability for
 PACKAGING

INSTALLATION

LIQUID BOOT® is a seamless, spray-applied, Protect all adjacent areas not to receive gas fully-adhered gas vapor barrier system. conventional waterproof expansion joint material. Surface preparation shall be per manu-facturer's specification. A minimum thickness

manship and other variables are all beyond Graco, 4:1 Bulldog). For "B" drum, an air-CETCO's control, we warrant only that the ma- powered diaphragm pump (0–100 psi) terial herein conforms to our product specifi- • HOSES: For "A" drum, 1/2" wire hose with a • Spray-application provides excellent sealing cations. Under this warranty we will replace at solvent resistant core (for diesel cleaning within 12 months of manufacture, provided "B" drum, a 3/8" fluid hose rated at only • Seamless, monolithic membrane elimi- it has been applied in accordance with our 300 psi may be used. nates seaming-related membrane failures written directions for uses we recommend as • SPRAY WAND: Only the spray wand sold by • Unique formulation provides superior pro- suitable for this product. This warranty is in CETCO is approved for the application of tection from methane gases and water va- lieu of any and all other warranties expressed LIQUID BOOT®. or implied (including any implied warranty ... SPRAY TIPS: Replacement tips can be pur-• Fully adhered system reduces risk of gas of merchantability or fitness for a particular chased separately from CETCO. use), and the Manufacturer shall have no furing from any defects or any delays caused by nated solvents and other contaminates consequential or incidental damages resultreplacement or otherwise. This warranty shall ing packaging options: become valid only when the product has been • 55 Gallon Drum paid for in full.



LIQUID BOOT[®] is used as an underslab and of 60 dry mils, unless specified otherwise. footings, grade beams and other irregular surfaces that are considered critical vapor intrusion pathways.

275 Gallon Tote



LIQUID BOOT®

TCE Diffusion Coefficient

SPRAY-APPLIED GAS VAPOR BARRIER

TESTING DATA

CHEMICAL & PHYSICAL PROPERTIES
CHEMICAL PROPERTY
Acid Exposure (10% H ₂ SO ₄ for 90 days)
Benzene Diffusion Test
Chemical Resistance: VOCs, BTEXs (tested at 20,000 ppm)
Chromate Exposure (10% Chromium6+ salt for 31 days)
Diesel (1000 mg/l), Ethylbenzene (1000 mg/l), Naphthalene (5000 mg/l) and Acetone (500 mg/l) Exposure for 7 days
Hydrogen Sulfide Gas Permeability
Methane Permeability
Microorganism Resistance
Oil Resistance
PCE Diffusion Coefficient
Radon Permeability

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TECHNICAL DATA

VI-20[™] GEOMEMBRANE

HIGH-PERFORMANCE VAPOR INTRUSION BARRIER

DESCRIPTION

made using high quality virgin-grade polyethyl- cal resistance and physical properties ene and EVOH resins that provide unmatched • EVOH barrier technology provides superior impact strength as well as superior resistance protection against diffusion of chemicals to VOC vapor transmission. EVOH technol- when compared to typical HDPE geomemogy serves as a highly resilient underslab branes and vertical wall barrier designed to restrict . Manufactured at ISO 9001:2008 certified methane, radon and other harmful chemi- plant cals. Applications for EVOH originated in the manufacturing of automotive fuel systems to INSTALLATION control emissions of hydrocarbons, whose use For use as a component of the Liquid Boot® was mandated by the US EPA and the CA Air Resources Board (CARB) to reduce VOC emis-out on prepared sub-grade, overlapping sions.

ethylene-EVOH copolymer geomembrane, Boot® ("A" side without catalyst) is sprayed VI-20™ Geomembrane is available in the folspecially designed for use as a VOC barrier within the seam overlap. Once the VI-20™ geo- lowing packaging option: when used in conjunction with Liquid Boot® membrane is installed, penetrations are then • 10 ft. x 150 ft. (3 m x 45 m) Rolls spray-applied vapor intrusion membrane to treated with VI-20™ Detailing Fabric prior to minimize vapor intrusion and nulsance water installation of the Liquid Boot® spray-applied (non-hydrostatic conditions) migration into vapor intrusion membrane and UltraShield™ buildings. VI-20[™] is ideal for applications with G-1000 protection course. chlorinated solvents, BTEX and other PAHs.

BENEFITS

VI-20™ is a 7-layer co-extruded geomembrane Polyethylene layers provide excellent chemi

seams a minimum of six inches (6"). The geo-80 mil (2 mm) HDPE geomembrane. membrane is cut around penetrations so that APPLICATION it lays flat on the sub-grade and tight at all in-VI-20™ is a 20-mil, high performance poly- side corners. A thin (20 mil) tack coat of Liquid PACKAGING



TECHNICAL DATA

VI-20[™] GEOMEMBRANE HIGH-PERFORMANCE VAPOR INTRUSION BARRIER

CHEMICAL PROPERTY	TEST METHOD	RESULT
Benzene Diffusion Coefficient	EPA Method 8260	4.5 x 10 ⁻¹⁵ m ² /s
Ethylbenzene Diffusion Coefficient	EPA Method 8260	4.0 x 10 ⁻¹⁵ m ² /s
m&p-Xylenes Diffusion Coefficient	EPA Method 8260	3.7 x 10 ⁻¹⁵ m²/s
Methane Permeance	ASTM D1434	< 1.7 x 10 ⁻¹⁰ m ² /d•atm
o-Xylene Diffusion Coefficient	EPA Method 8260	3.7 x 10 ⁻¹⁵ m²/s
Radon Diffusion Coefficient	SP Test Method	<0.25 x 10 ⁻¹² m ² /s
Toluene Diffusion Coefficient	EPA Method 8260	4.2 x 10 ⁻¹⁵ m ² /s
PHYSICAL PROPERTY	TEST METHOD	RESULT
Membrane Composite Thickness	ASTM D5199	20 mil (0.5 mm)
Impact Resistance	ASTM D1709	2,600 g
Tensile Strength	ASTM E154 Section. 9	58 lbf/in (1.0 N/m)
Water Vapor Transmission	ASTM E154 & E96	0.004 grains/hr-ft² (0.0028 g/hr-m²
Water Vapor Retarder Classification	ASTM E1745	Class A, B & C

NOTE: These are typical property values.

UPDATED: MAY 2017

disposal of the product. CETCO MAKES NO WARRANTY OF MERCHA OF THE PRODUCTS DESCRIBED HEBEIN, CETCO (2000)

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CETCO[®] VI-20TM GEOMEMBRANE

TECHNICAL DATA

LIQUID BOOT®

SPRAY-APPLIED GAS VAPOR BARRIER

North America: 847.851.1800 | 800.527.9948 | www.cetco.com

TESTING DATA

CHEMICAL & PHYSICAL PROPERTIES		
PHYSICAL PROPERTY	TEST METHOD	RESULT
Accelerated Weathering and Ultraviolet Exposure	ASTM D822	No adverse effect after 500 hours
Air Infiltration	ASTM E283-91	0 cfm/sq. ft.
Bonded Seam Strength Tests	ASTM D6392	Passed*
Coefficient of Friction (with geotextile both sides)	ASTM D5321	0.72
Cold Bend Test	ASTM D146	Passed. Ø cracking at -25°F
Dead Load Seam Strength	City of Los Angeles	Passed*
Electric Volume Resistivity	ASTM D257	1.91 x 1010 ohms-cm
Elongation	ASTM D412	1,332% Ø reinforcement, 90% recovery
Elongation w/8 oz. non-woven geotextile both sides	ASTM D751	100% (same as geotextile tested separately)
Environmental Stress-Cracking	ASTM D1693-78	Passed*
Flame Spread	ASTM E108	Class A with top coat (comparable to UL790)
Freeze-Thaw Resistance (100 Cycles)	ASTM A742	Meets criteria. Ø spalling or disbondment
Heat Aging	ASTM D4068-88	Passed*
Hydrostatic Head Resistance	ASTM D751	Tested to 138 feet or 60 psi
Potable Water Containment	ANSI/NSF 61	NSF Certified for tanks >300,000 gal
Puncture Resistance w/8 oz. non-woven geotextile both sides	ASTM D4833	286 lbs. (travel of probe = 0.756 in)
Sodium Sulfate (2% water solution)	ASTM D543, D412, D1434	Less than 1% weight change
Soil Burial	ASTM E154-88	Passed
Tensile Bond Strength to Concrete	ASTM D413	2,556 lbs/ft ² uplift force
Tensile Strength	ASTM D412	58 psi without reinforcement
Tensile Strength w/8 oz. non-woven geotextile both sides	ASTM D751	196 psi (same as geotextile tested separately
Toxicity Test	22 CCR 66696	Passed
Water Penetration Rate	ASTM D2434	<7.75 x 10 ⁻⁹ cm/sec
Water Vapor Permeance	ASTM E96	0.069 perms

TEST METHOD	RESULT
ASTM D543	Less than 1% weight change
Tested at 43,000 ppm	2.90 x 10 ⁻¹¹ m ² /day
ASTM D543	Less than 1% weight change
ASTM E96	Less than 1% weight change
ASTM D543	Less than 1% weight change; Less than 1% tensile strength change
ASTM D1434	None Detected
ASTM 1434-82	Passed*
ASTM D4068-88	Passed*
ASTM D543-87	Passed*
Tested at 120 mg/L	1.32 x 10 ⁻¹³ m ² /sec
Fested by US Dept. of Energy	Zero permeability to Radon (222Rn)
Tested at 524 mg/L	9.07 x 10 ⁻¹³ m ² /sec



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NON-WOVEN GEOTEXTILE GE - 112

SKAPS GE-112 is a needle-punched nonwoven geotextile made of 100% virgin polypropylene staple fibers, which are formed into a random network for dimensional stability. SKAPS GE-112 resists ultraviolet deterioration, rotting, biological degradation, naturally encountered alkalis and acids. Polypropylene is stable within the pH range of 2 to 13.



SKAPS GE-112 conforms to the Minimum Average Roll Values (MARV) listed below:

Property	Method	English (MARV ²)	Metric (MARV ²)
Weight	ASTM D 5261	12 oz/yd ²	407 g/m ²
Grab Tensile Strength	ASTM D 4632	330 lbs	1.47 kN
Grab Elongation	ASTM D 4632	50%	50%
Trapezoid Tear Strength	ASTM D 4533	125 lbs	0.556 kN
Thickness ⁴	ASTM D-5199	120 mils	3.05 mm
CBR Puncture Resistance	ASTM D 6241	900 lbs	4 kN
Permittivity ⁴	ASTM D 4491	0.90 sec ⁻¹	0.90 sec ⁻¹
Permeability ⁴	ASTM D 4491	0.30 cm/sec	0.30 cm/sec
Water Flow ⁴	ASTM D 4491	70 gpm/ft ²	2544 l/min/m ²
Apparent Opening Size (AOS) ^{3&4}	ASTM D 4751	100 US Sieve	0.15 mm
UV Resistance	ASTM D 4355	70%/500 hrs.	70%/500 hrs.

Packaging

Roll Dimensions (W x L)	15 x 480 ft.	4.58 m x 146.30 m
Area Per Roll	800 sq. yards	670.05 sq. meters

Note

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1. The property values listed above are subject to change without notice.

2. Minimum Average Roll Values (MARV) is calculated as the average minus two standard deviations. Statistically, it yields approximately 97.5% degree of confidence that any samples taken from quality assurance testing will meet or exceed the values described above. 3. Maximum Average Roll Value (MaxARV)

4. At time of manufacturing. Handling may change these properties.

This information is provided for reference purposes only and is not intended as a warranty or guarantee. SKAPS assumes no liability in connection with the use of this information.

335 Athena Drive, Athens, GA 30601 Ph: (706)-354-3700, Fax: (706)-354-3737, Email: contact@skaps.com www.skaps.com

SKAPS GE-112 NON-WOVEN GEOTEXTILE

PREPARED FOR: PREPARED BY:	Q	INSITE PROPERTY		ROUX ASSOCIATES, INC.	811 NORTH CATALINA AVENUE, 5150 F PACIFIC COAST HIGHWAY	BEDONDO REACH CALIFORNIA 90277			
	BY APPVD	C.J. J.P	C.J. J.P						
VERSION SUMMARY	DESCRIPTION	DRAFT - PERMIT SET	DRAFT - PERMIT SET - REVISION 1						
	DATE	01/17/2022	02/15/2022						
	VER	A	8						
	off Scie	PRULED PURA	Aller and and aller	ER- 068899 0	+ EXP. 9/25 /*	TT CIVIL OF	C OF CALI)	
SCALE:	N.T.S.	BAR SHOULD BE EXACTLY	ONE INCH LONG	IF NOT 1 INCH. ADJUST SCALE	ACCORDINGLY	WHEN PLOTTED FOR LISE IN	CONSTRUCTION THESE DESIGN	DRAWINGS MUST BE	REPRONICED IN FILL COLOR
SCALE:		TECHNICAL SPECIFICATIONS - I BAR SHOULD BE EXACTLY		SECURESPACE SANTA FE SPRINGS IF NOT 1 INCH. ADJUST SCALE	N SYSTEM		SANTA FE SPRINGS, CALIFORNIA 90070 CONSTRUCTION THESE DESIGN	DRAWINGS MUST BE	PROJECT NO. 3370.0004L

TECHNICAL DATA

GEOVENT™

MEDIATION TECHNOLOGI

ACTIVE/PASSIVE GAS VENTING SYSTEM

DESCRIPTION GeoVent[™] consists of a three-dimensional vent core that is wrapped in a non-woven, needlepunched filter fabric.

APPLICATION

GeoVent™ is designed for use as active or passive venting when used with CETCO gas vapor mitigation systems.

BENEFITS

- Installed directly on subgrade eliminating trenching and potential interference or damage to existing underground utilities
- Placed in closer proximity to the gas vapor barrier allowing for more effective venting of any accumulated gas ▶ Greater opening area per lineal foot of pipe and integral filter fabric allows for higher
- ventilation efficiency

INSTALLATION Product should be installed in accordance with specific installation guide specifications.

TESTING DATA

	PHYSICAL PROPERTIES	
CORE PROPERTY	TEST METHOD	RESULT
Compressive Strength	ASTM D 1621	9,500 psf
Thickness	ASTM D 1777	1.0 in.
Flow Rate (Hydraulic gradient = .1)	ASTM D 4716	30 gpm/ft/width
FABRIC PROPERTY	TEST METHOD	RESULT
A.O.S.	ASTM D 4751	70 US Sieve
Grab Tensile Strength	ASTM D 4632	100 lbs.
Puncture Strength	ASTM D 4833	65 lbs.
Flow Rate	ASTM D 4491	140 gpm/ft ²
Permeability	ASTM D 4491	0.21 cm/sec
Fabric - Mass / Unit Area	ASTM D 5261	4.0 oz/yd ²
UV Resistance	ASTM D 4355	70%

remediation.cetco.com. CETCO accepts no responsibility for the results obtained throught application of this product. CETCO reserves the right to update information without notice.

2870 Forbs Avenue, Hoffman Estates, IL 60192 800.527.9948 | http://remediation.cetco.com IMPORTANT: The information contained herein supersedes all previous printed versions, and is believed to be accurate and reliable. For the most up-to-date information, please visit



REV: 2/12

PACKAGING

MEDIATION TECHNOLOGI

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TECHNICAL DATA

GeoVent[™] Interior Footing Sleeves GAS VENTING SYSTEM

PRODUCT DESCRIPTION

GeoVent® Interior Footing Sleeves are designed for use with:

GeoVent[®] active/passive gas venting systems

GeoVent® Interior Footing Sleeves are designed to protect and bridge GeoVent® across interior footing trenches. GeoVent[®] Interior Footing Sleeves consist of a 20 gauge galaxy rust free metal with an outer diameter of 1"H x 12"W x 48" L.

INSTALLATION

Product should be installed in accordance with specific

Sold individually installation guide specifications.

PACKAGING



REV: 2/12

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TECHNICAL DATA

EMEDIATION TECHNOLOGI

GeoVent[™] End Outlets GAS VENTING SYSTEM

PRODUCT DESCRIPTION

GeoVent® End Outlets are designed for use with:

GeoVent® active/passive gas venting systems GeoVent® End Outlets are manufactured to meet or ex-

ceed the minimum average roll values listed below.

BENEFITS

III N/A

PHYSICAL PROPERTIES

CORE PROPERTIES	TEST METHOD	VALUE
Compressive Strength	ASTM D 1621	9,500 psf
Thickness	ASTM D 1777	1.0 in.
Flow Rate (Hydraulic gradient = .1)	ASTM D 4716	30 gpm/ft/width
FABRIC PROPERTIES	TEST METHOD	VALUE
A.O.S.	ASTM D 4751	70 US Sieve
Grab Tensile Strength	ASTM D 4632	100 lbs.
Puncture Strength	ASTM D 4833	65 lbs.
Flow Rate	ASTM D 4491	140 gpm/ft ²
Permeability	ASTM D 4491	0.21 cm/sec
Fabric - Mass / Unit Area	ASTM D 5261	4.0 oz/yd ²
UV Resistance	ASTM D 4355	70%

IMPORTANT: The information contained herein supersedes all previous printed versions, and is believed to be accurate and reliable. For the most up-to-date information, please visit remediation.cetco.com. CETCO accepts no responsibility for the results obtained throught application of this product. CETCO reserves the right to update information without notice.

INSTALLATION

PACKAGING

Sold individually

Product should be installed in accordance with

specific installation guide specifications.

EMEDIATION TECHNOLOGIES

TECHNICAL DATA

GeoVent™ Fabric Reinforced Tape GAS VENTING SYSTEM

PRODUCT DESCRIPTION GeoVent[®] Fabric Reinforced Tape are designed for use with:

GeoVent[®] active/passive gas venting systems

GeoVent® Fabric Reinforced Tape is a high quality, polyethylene coated, cloth tape. GeoVent® Fabric Reinforced Tape conforms well to irregular surfaces, adheres to a wide variety of surfaces, tears straight, and is curl resistant. GeoVent® Fabric Reinforced Tape is manufactured to meet or exceed the following minimum average roll values:

Product should be installed in accordance with specific Sold individually installation guide specifications.

PHYSICAL PROPERTIES

INSTALLATION

CORE PROPERTIES	TEST METH
Thickness	ASTM D 100
Tensile Strength	ASTM D 100
Unwind Force	ASTM D 100
Maximum Temperature	

CEIGO	B
GEIGE	

REV: 2/12

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TECHNICAL DATA

GEOVENT™ ACTIVE/PASSIVE GAS VENTING SYSTEM









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These specifications may have changed. Please visit http://remediation.cetco.com for the most recent version.

PART 1: GENERAL SUMMARY OF WORK- Work related to the Soil Venting System includes providing soil vapor extraction piping and GeoVent™ beneath the 1.1 LIQUID BOOT[®] gas vapor membrane.

PART 2: PRODUCTS

2.1 MATERIALS

TEST METHOD	TYPE OF TEST	MINIMUM VALUE
ASTM D-1621	Core - Compressive Strength	9,500 psf
ASTM D-1777	Core - Thickness	1.0 in.
ASTM D-4716	Core – Flow Rate (Hydraulic gradient = 0.1)	30 g/min/ft. width
ASTM D-4833	Fabric - Puncture Strength	65 lbs.
ASTM D-4751	' Fabric - Apparent Opening Size (AOS)	70 US Sieve
ASTM D-4632	Fabric - Grab Tensile Strength	100 lbs.
ASTM D-4491	Fabric - Permeability	0.21 cm/sec
ASTM D-4491	Fabric - Flow Rate	140 gal. min. ft. ²
ASTM D-5261	Fabric - Mass per Unit Area	4.0 oz/yd²
ASTM D-4355	Fabric – UV Resistance	70%
	Roll Weight	65 lbs
	Roll Width	12 in
	Roll Length	165 ft
GeoVent™ End Outlet GeoVent™ Interior Footing Sleeves GeoVent™ Fabric Reinforced Tape <u>XECUTION</u>		
NSTALLATION		
Roll out GeoVent™ per layout desi	gn as specified by engineer.	
Use prefabricated GeoVent™ Slee	ves where venting is to penetrate interior footings. See th	e detail describing GeoVent™ through footi
And the second se		

1

- At points of intersection, cut away geotextile to produce rectangular flaps. Interlock exposed dimple board in a Lego-like fashion. Fold flaps of geotextile in a manner so that the dimple board is covered completely. Secure geotextile folds with LIQUID BOOT® Fiber Reinforced Tape C. so that the geotextile is completely impermeable to sand fill.
- D. Use GeoVent[™] End Outlet to attach to solid (imperforated) 2 inch diameter PVC pipe at penetration through building foundation. Seal/ grout piping at penetrations through foundation using approved methods. See the detail describing connection to a vent riser.

GeoVent[™], version 1.3

E V-5.1 CETCO[®] GEOVENT[™] GAS VENTING SYSTEM

PACKAGING

DD	VALUE
	11 mils
	27 lb./in.
	3.9 lb./in.
	200°F



GeoVent[™] Trenchless Gas Collection System VERSION 1.3

A. GeoVent[™] is a composite low profile pressure relief, collection and venting system (PRCVS) consisting of a 3-dimensional vent core and wrapped with a non-woven needle punched filter fabric. This product meets the following specifications:

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SHEET NO.		SCALE:				VERSION SUMMARY		PREPARED FOR:	PREPARED BY:
		N.T.S.	offere	VER	DATE	DESCRIPTION	BY APPVD		
TL	TECHNICAL SPECIFICATIONS - II	BAR SHOULD BE EXACTLY	PURA PURA A	A	01/17/2022	DRAFT - PERMIT SET	C.J. J.P.	INSITE PROPERTY	
1.C-V		ONE INCH LONG	All and a second	В	02/15/2022	DRAFT - PERMIT SET - REVISION 1	C.J. J.P.	GROUP	
	SECURESPACE SANTA FE SPRINGS	IF NOT 1 INCH. ADJUST SCALE	ER 068890 1					0000	ROUX ASSOCIATES, INC.
	METHANE MITIGATION SYSTEM	ACCORDINGLY	(* EXP. 9/25 /*)					811 NORTH CATALINA AVENUE,	5150 F PACIFIC COAST HIGHWAY
SHEET 12 OF 14	11212 NORWALK BOULEVARD		TATE CIVIL TOWN					SUITE 1306 BEDONDO BEACH CALIEORNIA 90227	SUITE 450
VERSION	SANTA FE SPRINGS, CALIFORNIA 906/0	CONSTRUCTION THESE DESIGN	S OF CALIFY						LUNG BEACH, CALIFURNIA 90804
В	PROJECT NO. 3370.0004L	DRAWINGS MUST BE REPRODUCED IN FULL COLOR)						

GRAVEL SPECIFICATIONS

A195.08 A199	PERCENTAGE	PASSING SIEV
SIEVE SIZE	3/4" Gravel	3/8" Gravel
1-1/2" (37.5 mm)	100	1
1" (25.0 mm)	90-100	-
3/4" (19.0 mm)	55-85	100
3/8" (9.5 mm)	8-20	85-100
No. 4 (4.75 mm)	0-5	0-30
No. 8 (2.36 mm)	0-5	0-10
No. 200 (75um)	0-2	0-2
ASTM C 131 TEST GRADING	В	С

SAND SPECIFICATIONS

SIEVE SIZE	PERCENTAGE PASSING SIEVE
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	90-100
No. 8 (2.38 mm)	75-90
No. 16 (1.18 mm)	55-75
No. 30 (600 um)	30-50
No. 50 (300 um)	10-25
No. 100 (150 um)	2-10
No. 200 (75 um)	0-5

AGGREGATE SPECIFICATIONS



F V-5.2

CAV Series

Corrosive Air Ventilators

Laboratories Schools Methane Exhaust Petrochemical Exhaust Wastewater Treatment Chlorine Rooms Battery Storage Rooms

Forward Curved Impeller



-fanAm-

and battery storage rooms. The housing can be rotated in 45° steps allowing for up to eight (8) positions of discharge in counter clockwise direction (CCW).

Housing The housing are produced following a rotational casting procedure and made of hard inflammable polypropylene (PP). The construction allows the removal of the motor, impeller and the console without disconnecting the housing from the duct system.

Impellers he impeller is of a forward curved airfoiled (FCA) design. The impeller shall be Injection molded from high strength polypropylene. Blower impellers shall be suitable for an RPM of up to 3450. Motors

Single and three phase motors are used as specified. Single phase motors are dual voltage (115/230V) unless otherwise specified. Three phase motors are dual

Performance



Tel. (941) 955-9788 Fax. (941) 955-9733 TOLL FREE (800) 838-4074 info@fanam.com www.fanam.com



TOP OF THE LINE VENTILATORS FOR BOTTOM LINE RESULTS





*Å"		GUAGE	and and a set of	NO. OF	BRACE
THROAT SIZE	CROWN GALV.	BLADE GALV.	THROAT GALV.	BRACES	MATERIAL
4	24	28	26	3	ALUMINUM
6	24	28	26	3	ALUMINUM
8	24	28	26	3	ALUMINUM
10	24	28	26	3	ALUMINUM
12	24	28	24	3	ALUMINUM
14	22	26	24	3	ALUMINUM
16	22	26	24	3	STEEL
18	22	26	24	4	STEEL
20	20	26	24	4	STEEL
24	20	26	22	4	STEEL

"A" THROAT SIZE	"B" HEIGHT	"C" OVERALL WIDTH	EXHAUSTED CAPACITY*	APPROX. Shipping Weight
4	12	10 1/4	125	5
6	141/2	12 3/4	147	7
8	15	14 1/4	255	8
10	16 1/4	16 1/4	425	11
12	17	19	631	13
14	19 3/4	22 3/4	700	21
16	21 3/4	25 1/2	950	31
18	24	29	1200	38
20	25 1/4	31 5/8	1700	46
24	28 1/4	35 3/4	2350	58

EMPIRE TURBINE VENTILATOR

CAV Series

Characteristics and Design Plastic radial fans with forward curved impellers are used for ventilation of aggressive mediums like acidic or solvent vapors and with low CFM and high pressure static. These corrosive mediums are typically found in schools, petrochemistry, methane exhaust, wastewater treatment plants, chlorine rooms, laboratories



The CAV Series includes eight (8) different discharge directions and a range of low CFM at high static pressures. The CAV Series will satisfy many corrosive air applications. Ranging from 40 CFM at 0.5 in WG with steady increments to 350 CFM at 0.5 in WG. The CAV Series can handle up to 4.75 in WG.



H

V-5.2

- The chemical resistance depends on materials and sealing materials that are in contact with ventilated mediums.
- Apart from the composition of the fan, the chemical resistance depends on concentration, temperature and duration of contact of the ventilated medium.
- For detailed corrosion resistant information, please contact our factory.

-fanAm-Rotation and Discharge for Centrifugal Fans STANDARD

CAV Series

OPTIONAL FIELD ADJUSTABLE POSITIONS



Distributed By:

*All Measurements in Inches

Accessories

Drain Plug **Disconnect Switch** Explosion Proof Disconnect Switch Rain Cap Weather Cover Vibration Isolator Clean Air Stack Adjustable Damper Back Draft Damper Inlet Guard

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the area for routine maintenance. It is designed so that a complete field calibration can be performed by one person. Sensor construction is rated Class I, Div. 1 Groups B, C, D for flammables, CO, H2S, O2, and CO2, and Class I, Div. 2 for all other toxics.

The transmitter provides a 4-20 mA output in addition to a Modbus digital output. It also has two levels of alarms with relays, plus a fail alarm with relay. A digital display of the gas concentration, as well as alarm and status lights, can be viewed through the front window.

The toxic sensors are electrochemical type plug-in sensors, which provide high specificity, fast response, and long life. The plug-in design allows quick replacement in the field with no tools required. Toxic sensors are designed for use in Class I, Div. 2 hazardous locations. Sensors available for NH3, AsH3, Cl2, ClO2, HCN, PH3, and SO2 The M2A represents the latest leading edge technology in sensor / transmitters today.

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World Leader In Gas Detection & Sensor Technology

SINGLE CHANNEL WALL MOUNT CONTROLLER \mathbf{N} INSTRUMENTS Beacon™ 110 Model Gas Detection For Life Features Low cost versatile solution Compact, weatherproof, NEMA 4X enclosure 115/220 VAC or 24 VDC operation Long life sensors (2+ years typical) Accepts RKI LEL/O2/CO2/toxic direct connect sensors 000 Accepts any 4-20 mA transmitter RETHERE Audible alarm with reset button • Two programmable alarm levels BEACON Built-in trouble alarm with relay Relay rating 10 amps, form C Provides 4-20 mA output **Optional Strobe Industry Applications** Petrochemical plants Refineries Water & wastewater treatment plants Pulp & paper mills Gas, telephone, & electric utilities Parking garages Manufacturing facilities Steel C US Automotive HVAC

Gas detection should not be complicated. The Beacon 110 is gas detection simplified.

J

V-5.3 /

The Beacon 110 is a powerful, low cost fixed system controller for one point of gas detection. It is microprocessor controlled, simple to install and operate, and priced to be the industry's best value single gas detection controller. It is capable of accepting RKI sensors directly for LEL level combustibles, oxygen, CO2, and toxic gas sensors. The Beacon 110 can also accept any 4-20 mA transmitter (2 or 3 wire, 24 VDC). Sensors can be mounted directly at the Beacon 110 housing, or can be wired remote from the controller.

The 10 amp rated relay contacts allow direct control of external alarms and horns. The digital display has backlighting and simultaneous readout of the gas type and concentration.

The Beacon 110 is also housed in a NEMA 4X rated case for a weather tight seal. This case design complies with lock out / tag out standards and can be fully secured. An external reset switch allows the alarm to be silenced from outside of the controller housing. The Beacon 110 ships complete with a wall mounting kit for easy installation.

RKI offers the industry's widest selection of standard and toxic gas detection sensors, all of which can be utilized with the Beacon 110, providing gas monitoring protection for almost any application.

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										1
and the second		LEL	PPM	LEL H2 Specific	O2 Oxygen	H2S Hydrogen Sulfide	CO Carbon Monoxide	CH4 Methane	HC Hydrocarbons	CO2 Carbon Dioxide
Part #	UL	65-2640RK	65-2647RK	65-2641RK	65-2643RK-05	65-2645RK-05	65-2646RK-05	65-2649RK-CH4 65-2658RK-CH4	65-2649RK-HC	65-2660RK-02 65-2660RK-03 65-2660RK-05
1853	CSA	65-2640RK-05	65-2647RK-05	65-2641RK-05		The Manufactor - Autor - Autor			In the second	65-2660RK-10
ensors	_		Catalytic		Galvanic cell	Electro	chemical		Infrared	1.5
Aeasuring Ra	nges	0 - 100% LEL	0 - 9000 ppm CH4	0 - 100% LEL	0 - 25.0% Vol.	0 - 100 ppm	0 - 300 ppm	0 - 100% LEL 0 - 100% Vol.	0 - 100% LEL	-02 0 - 5000 ppm -03 0 - 5% Vol. -05 0 - 50% Vol. -10 0 - 100% Vol.
Resol	ution	1% LEL	20 ppm	1% LEL	0.1% Vol.	1	opm	1% LEL /	1% Vol.	20 ppm / 0.01% Vol / 0.1% Vol. / 1% Vol.
Lower Detec Limit (2% of full sca	ale	0.1% Vol.			2% of full scale		
Max Current (24	Draw VDC)		alarm 1 and all relays ene	alarm 2 active argized	107000	nA with alarm 1 and ve and all relays en		1 Sec. 14.1	A with alarm 1 an and all relays er	
Response	Time T-90)	3	5 Seconds or	less	90 Seconds or less	60 Seconds or less	90 Seconds or less		30 Seconds or le	955
Life Expect	ancy		with normal vice	3 to 5 years with normal service	2 to	3 years with norma	service	5 yea	rs plus with norma	al service
(which e	ver is eater)	± 5% of re	ading or ± 2%	% of full scale	± 0.5% Vol. O2	± 5% of reading or ± 2 ppm H2S	± 5% of reading or ± 5 ppm CO	± 5% of	reading or ± 2 %	of full scale
Weather Resi	stant				F	Patented water repe	llent sensor coating			
larms										
Alarm Set	tings			т			nts, increasing / deci normally energized o			
Alarm Indic	ation				Visual L	EDs. Alarm 1, Amb	er; Alarm 2, Red; Fa	il, Red		
R	elays				5 amp	form 'C' contacts fo	r alarm 1, alarm 2, a	nd fail		
hysical						-				
Dimen	sions				Height: 8.5" (2	15 mm), Width: 5.2	" (132 mm), Depth: 4	1.5" (114 mm)		
Di	splay			2	Alphanumeric OLED display. 8 characters per line; 2 lines for gas concentration readout, plus user-friendly calibration and setup					
Enclo	osure				Explosion proof for Class I, Div 1, Groups B, C, D.					
Enclosure R	ating			NEMA 4X, e	explosion proof, w	atertight, cast alum	inum with o-ring sea	al and epoxy powde	er coating	
Cor	ntrols			Ma			Calibrates without op available for calibrat			
Operating	Env	vironmer	nt							
Oper Temper	ating		-40°F to 167 -40°C to 75°		-4°F to 113°F -20°C to 45°C	-40°F to 104°F -40°C to 40°C	23°F to 104°F -5°C to 40°C		-40°F to 122°F -40°C to 50°C	
Relative Hun	nidity					5 - 95% RH n	on-condensing			
Loc	ation	-			Indoor or outdo	or. Explosion proof	for Class I, Div. 1, G	roups B, C, D.		
Operating /oltage						10 VDC	- 30 VDC			
Outputs				-						
	nalog		Linear 4	20 mA signal, ir	nto 1000 ohms im	pedance max (24D	C), 0 - 500 ohms ma	x (12VDC) corresp	onding to 0 - full s	scale
D	lgital			Modb	ous RTU output st	andard, fully config	urable, 2-wire RS-48	5, 1200 to 19.2k ba	ud	
			640RK JL	65-2641RK UL				-		
Approvals	3		ORK-05 SA US	65-2641RK-05 C CSA US		C CSA US			C UL US	
Controller	s			Beacon	110, Beacon 200,	Beacon 410A, Bea	icon 800 as well as r	most DCS / PLC sy	stems	

F000-1902/1000

Physical	
Dimensions	Height: 8.5" 216 mm Width: 7.0" 178 mm
Enclosure	Wall mounting grey fiberglass with hinged cover
Conduit Connection	3/4" NPT conduit hubs, 2 provided. 1 for sensor w
Wiring Termination	Screw type terminal block, 14 gauge max.
Power	Universal 115 VAC & 220 VAC, or 24 VDC nomina
Controls	3 internal push buttons for setup, programming, ar
Environme	ntal
Operating Temperature	-4°F to 122°F (-20°C to 50°C)
Storage Temperature	-4°F to 158°F (-20°C to 70°C)
Enclosure Rating	NEMA-4X enclosure, chemical, and weather resist
Inputs	
Direct Wired Sensors	LEL, Oxygen, Carbon Dioxide, and toxic gas sens Amplifier not required for less than 500 feet
4-20 mA Sensors	Accepts any 4-20 mA transmitter (24 VDC, 2 or 3 4-20 mA signals. Wiring distances up to 8,000 fee
Sampling Methods	Diffusion and sample draw heads available
Outputs	
Relays	Three relays - 10 amp rating (at 115 VAC), SPDT is programmable for: increasing or decreasing alarm, delay for alarm on and alarm off.
4-20 mA	Signal output, 4-20 mA (maximum load impedance
24 VDC	24 VDC (400 mA max) output provided to operate
Display	2 x 8 Alphanumeric display with backlighting
Audible	Built-in audible alarm, 94 dB, mounted on enclosu Coded output: pulsing = gas alarm, steady = fail
Visual	3 LED's on the front cover for alarm status indicat
Approvals	CSA Certified to CSA C22.2 No. 61010-1-04 and
Warranty	One year materials and workmanship

Specifications subject to change without notice.



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RKI INBSTRUMENTS BEACON[™] 110 SINGLE CHANNEL WALL MOUNT CONTROLLER

Toxic Gas Transmitters

	O2 Oxygen	H2S Hydrogen Sulfide	CO Carbon Monoxide	Toxics See Chart Below		CO2 Carbon Dic	ixide
Part#	65-2666RK *65-2644RK	65-2662RK	65-2663RK	See Chart Below		65-2661RH 65-2661RH 65-2661RH 65-2661RH	<-03 <-05
Sensors	Galvanic cell	C. Sand C. C. Sandar	Electrochemical		-Well-	Infrared	I recently a state
				14-14-14-14-14-14-14-14-14-14-14-14-14-1	-02	0 - 5000 p	pm
Measuring Ranges	0-25% Vol.	0-100 ppm	0-300 ppm	See Chart Below	-03 -05 -10	17 (T) (T) (T)	Vol. Vol. Vol.
Resolution	0.1% Vol.	1 p	opm	See Chart Below	20 ppn	n / 0.01% Vol. / 0	and the second s
Lower Detectable Limit (LDL)	0.1% Vol.			2% of full scale			
Response Time (T-90)		35 Seconds or less		60 Seconds or less		30 Seconds	or less
Max Current Draw (24VDC)	125 m/	A with alarm 1 and alarm	2 active and all relays en	ergized	160 mA	with alarm 1 and all relays ene	
Life Expectancy		2 to 3 years with	h normal service			5 years p	
Accuracy (which ever is greater)	± 0.5% Vol. O2	± 5% of reading or ± 2 ppm H2S	± 5% of reading or ± 5 ppm CO	± 10% of reading or ± 5% of full scale		± 5% of read ± 2% of full	
Alarms		0.000					
Alarm Settings		self-resetting,	ammable alarm set points, on delays, off delays, nor	mally energized or de-en			
Alarm Indication			al LEDs. Alarm 1=Amber;				
Relays		5 An	np form 'C' contacts for al	arm 1, alarm 2, and fail			
Physical					. (_
Dimensions			' (215 mm), Width: 5.2" (1		1 mm)		
Display			hanumeric OLED display. oncentration readout, plus		and setup		
Sensor Rating			struction, designed for Cla	and the second se	and a state of the	1.2	
Housing J-Box			f, watertight, cast aluminu	the second se		111	
Controls			calibration functions. Cali			ŀ.	
Sensor	Internal push-button controls also available for calibration and setup Aluminum / Plastic (non explosion proof)						
Operating Environmen	at			r oxprovint provin			
	-4°F to 113°F	-40°F to 104°F	23°F to 104°F	14°F to 104°F	T	-40°F to 12	22°F
Operating Temperature	-20°C to 45°C -40°C to 40°C -5°C to 40°C -10°C to 40°C -40°C						0°C
Relative Humidity							
Location	Indoor or outdoor						
Operating Voltage			10 VDC - 30	O VDC			
Outputs							
Analog	Linear 4-20 m	and the second sec	impedance max (24DC),				I scale
Digital		Contraction of the local data and the local data an	t standard, fully configural		COLUMN READER		
Controllers		Beacon 110, Beacon 2	00, Beacon 410A, Beacon	n 800 as well as most DO	CS / PLC s	systems	
Warranty	a company		One year materials ar	nd workmanship			
Partial pressure sensor for helium	(He) applications. Consul	t factory for details.	MOA Toxic Trans	smitter Sensor Ordering	a Informa	tion	
Martin	S. Lus	Dert Number With				1	Course Trees
	1 Amail	Part Number With J 65-2670RK-NH3-75	Ammonia (NH3)		nge	Resolution	Sensor Type
	ALL REAL PROPERTY AND A RE	03-20/0HK-NH3-75	Animonia (INHS)	0 - 75.0	ppm	0.1 ppm	CT-7
	A MARKEN BARY	65 2670 NH2 1	Ammonia (NH3)	0. 100			
		65-2670-NH3-1	Ammonia (NH3)	0 - 100	ppm	1 ppm	CT-7
		65-2670-NH3-2	Ammonia (NH3)	0 - 200	ppm	1 ppm	CT-7
		65-2670-NH3-2 65-2670-NH3-5	Ammonia (NH3) Ammonia (NH3)	0 - 200	ppm ppm	1 ppm 1 ppm	CT-7 CT-7
		65-2670-NH3-2 65-2670-NH3-5 65-2648RK-AsH3	Ammonia (NH3) Ammonia (NH3) Arsine (AsH3)	0 - 200 0 - 500 0 - 1.50	ppm ppm ppm	1 ppm 1 ppm 0.1 ppm	CT-7 CT-7 ESM -01
		65-2670-NH3-2 65-2670-NH3-5 65-2648RK-AsH3 65-2670RK-CL2-3	Ammonia (NH3) Ammonia (NH3) Arsine (AsH3) Chlorine (Cl2)	0 - 200 0 - 500 0 - 1.50 0 - 3.00	ppm ppm ppm ppm	1 ppm 1 ppm 0.1 ppm 0.01 ppm	CT-7 CT-7 ESM -01 CT-7
ESM-01		65-2670-NH3-2 65-2670-NH3-5 65-2648RK-AsH3 65-2670RK-CL2-3 65-2670RK-CL2-10	Ammonia (NH3) Ammonia (NH3) Arsine (AsH3) Chlorine (Cl2) Chlorine (Cl2)	0 - 200 0 - 500 0 - 1.50 0 - 3.00 0 - 10.0	ppm ppm ppm ppm ppm	1 ppm 1 ppm 0.1 ppm 0.01 ppm 0.1 ppm	CT-7 CT-7 ESM -01 CT-7 CT-7
ESM-01	1-7	65-2670-NH3-2 65-2670-NH3-5 65-2648RK-AsH3 65-2670RK-CL2-3 65-2670RK-CL2-10 65-2670RK-CL02	Ammonia (NH3) Ammonia (NH3) Arsine (AsH3) Chlorine (Cl2) Chlorine (Cl2) Chlorine Dioxide	0 - 200 0 - 500 0 - 1.50 0 - 3.00 0 - 10.0 (CIO2) 0 - 1.00	ppm ppm ppm ppm ppm ppm	1 ppm 1 ppm 0.1 ppm 0.01 ppm 0.1 ppm 0.1 ppm 0.1 ppm	CT-7 CT-7 ESM -01 CT-7 CT-7 CT-7
ESM-01 CT	1-7	65-2670-NH3-2 65-2670-NH3-5 65-2648RK-AsH3 65-2670RK-CL2-3 65-2670RK-CL2-10	Ammonia (NH3) Ammonia (NH3) Arsine (AsH3) Chlorine (Cl2) Chlorine (Cl2)	0 - 200 0 - 500 0 - 1.50 0 - 3.00 0 - 10.0 (CIO2) 0 - 1.00 de (HCN) 0 - 15.0	ppm ppm ppm ppm ppm	1 ppm 1 ppm 0.1 ppm 0.01 ppm 0.1 ppm	CT-7 CT-7 ESM -01 CT-7 CT-7

(800) 754-5165

M2A Stand Alone Transmitter

Class I, Div. 2

V-5.3

RKI INSTRUMENTS M2A STAND ALONE TRANSMITTER

Depth: 4.3" 109 mm ng and 1 for power & relay wiring battery backup option available calibration. 1 external push button for alarm reset. nt. Suitable for indoor and outdoor installations. s.	
battery backup option available calibration. 1 external push button for alarm reset.	
calibration. 1 external push button for alarm reset.	
t. Suitable for indoor and outdoor installations.	
й.	
i.	
e). A wide variety of RKI/Riken sensors are available with	
	-
ated contacts. 2 relays for gas alarms and 1 trouble relay. Relays the technic of	fully time
00 ohms), per channel	
nple drawing adapters or other accessories	
, and malfunction. Optional top-mount strobe	
61010-1	







Æ	PROPERTY LINE	WM
FF	FINISHED FLOOR	BW
TC	top of curb	FG
FS	FINISHED SURFACE	INV
FL	FLOW LINE	<u> </u>
TG	top of grate	56
GB	GRADE BREAK	56.10
Ą	CENTERLINE	(56.10)
R	RIDGE LINE	(30.10)
R/W	RIGHT OF WAY	Ť
WV	WATER VALVE	FP



18543 YORBA LINDA BL., #235 YORBA LINDA, CA 92886 714.749.3077
BLUE PEAK ENGINEERING, INC.

DEVISION DECORD

DESCRIPTION

DATE

REVISION RECORD DATE DESCRIPTION

PROJECT NAME









RESOLUTION NO. 9793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS WAIVING THE REQUIREMENTS OF CHAPTER 117 (OIL & GAS) OF THE SANTA FE SPRINGS CODE OF ORDINANCES FOR AN UNLOCATED ABANDONED OIL WELL AT 11212 NORWALK BLVD

WHEREAS, 11212 Norwalk Blvd LLC ("Owner") (a subsidiary of Johnson Development Associates, Inc. ("JDA")), is the owner in fee of approximately 1.54+/- acres of real property located in the City of Santa Fe Springs at the address 11212 Norwalk Boulevard APN 8025-001-014 (the "Property"); and

WHEREAS, Owner plans to develop an approximately 130,896 square foot first class self-storage facility on the Property pursuant to various land use and building approvals, entitlements, and permits issued or to be issued by City and other governmental agencies with jurisdiction, including Development Plan Approval Case No. 936 ("DPA 936") and Conditional Use Permit Case No. 787 ("CUP 787"), which were conditionally approved by Resolution No. 81-2018 issued by the City of Santa Fe Springs Planning Commission on May 14, 2018 (the "Project"); and

WHEREAS, according to the California Geologic Energy Management Division ("CalGEM") (previously known as the Division of Oil, Gas, and Geothermal Resources), two abandoned oil and gas wells have been identified within the property boundary, Well No. 1 Gilbert Petroleum Corporation (API No. 03715451) ("Well No. 1") (also referred to in documents as API No. 0403715451) and Well No. 4-2 Industrial Oil Syndicate (API No. 03715767) ("Well No. 4-2") (also referred to in documents as API No. 0403715767 and Well No. 42); and

WHEREAS, in December 2017, JDA retained Terra-Petra Environmental Engineering to perform a geophysical survey to locate Well No. 1 and Well No. 4-2, and after a search using DOGGR Well Finder Database information, performance of a geophysical survey, and the excavation of three observation pits, Well No. 1 was located but Well No. 42 was not located; and

WHEREAS, Well No. 4-2 was a borehole drilled to locate oil or gas bearing formations in 1923, no oil or gas bearing formations were discovered in the borehole, and the well was plugged and abandoned in 1924 and reabandoned in 1926, which reabandonment consisted of removal of the top portion of the surface casing and top portion of the production casing followed by placement of a cement plug at surface; and

WHEREAS, in January 2018, JDA retained Leighton Consulting to complete a Phase II Environmental Site Assessment to collect current soil and soil gas data at the Property, and methane was not detected in any of the soil gas samples; and

WHEREAS, in June 2018, JDA retained Witten Engineering to review all
information available for Well No. 4-2, and Witten Engineering found that the coordinates listing in the DOGGR Well Finder map for Well No. 4-2 are not accurate and that the well was never completed; and

WHEREAS, in August 2020, JDA via its subsidiary Geminis Property Development, LLC, retained Signal Geoscience to search for Well No. 4-2, and Signal Geoscience performed a geophysical survey, four rounds of excavation, detailed soil examination, and aerial photograph review and has concluded that Well No. 4-2 was not drilled on the Property; and

WHEREAS, on December 17, 2021, CalGEM issued its Construction Site Well Review indicating that two known wells are located within the project boundary and that both wells, Well No. 1 and Well No. 4-2, are not abandoned to CalGEM's current abandonment requirements. Furthermore, CalGEM indicates that a geophysical survey could not locate Well No. 4-2; and

WHEREAS, the City has reviewed the aforementioned documents as well as other documents provided by Owner, and determines that Owner has expended great effort in attempting to locate Well No. 4-2; and

WHEREAS, Chapter 117 does not have a procedure to address abandoned wells recorded by CalGEM that cannot be located; and

WHEREAS, Owner has executed an Environmental Release and Indemnity Agreement benefitting the City.

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

1. That the above recitals are true and correct.

2. That this project is exempt from environmental review pursuant to Section 15061 (b)(3) of CEQA, since this waiver could not have a significant impact on the environment in that it relates to a borehole that never encountered oil or gas bearing formations and was plugged and abandoned in 1924.

3. That the City Council, based on the recitals, hereby waives the requirements of Chapter 117 for the issuance of building permits and/or grading permits with regard to Well No. 4-2 only, until such time that Well No. 4-2 is located.

APPROVED and ADOPTED this 7th day of June, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Annette Rodriguez, Mayor

Janet Martinez, CMC, City Clerk



City Council Meeting

CONSENT AGENDA

Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2022-2023

RECOMMENDATIONS

- Approve In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2022-2023; and
- Authorize the City Manager to execute the In-kind Services Agreement

BACKGROUND

The City of Santa Fe Springs partners with the Southeast Area Social Services Funding Authority (SASSFA) to provide a daily congregate and homebound delivered meal program to its senior citizen population. The meal programs are funded in part by a grant from the Los Angeles County Area Agency on Aging (AAA) acquired by SASSFA. The SASSFA congregate meal program also obtains some funding from the City and through participant donations which have significantly decreased since the start of the pandemic. The meal programs provide daily nutritious lunches to older adults at the Gus Velasco Neighborhood Center (GVNC), and also prepares, packages, and delivers meals to homebound frail elderly, and disabled residents in the community. For the past two and half years, SASSFA has been delivering frozen meals Monday through Thursday due to COVID-19. These meals have been delivered to both registered congregate meal senior citizens and home bound meal recipients. On May 23, 2022, the SASSFA congregate meal program returned to in-person lunches and continues to prepare and package home bound delivered meals in the GVNC kitchen.

The renewal of the In-kind Services Agreement between SASSFA and the City of Santa Fe Springs occurs annually. This agreement will allow SASSFA the continued use of kitchen space at the GVNC for the in-person congregate meal and preparation and delivery of the homebound meals, and will support all services listed in the agreement. SASSFA operates at the GVNC Monday through Friday between the hours of 8:00 a.m. and noon. Furthermore, the In-kind Services Agreement serves as required documentation for SASSFA's auditing purposes and fulfills the Los Angeles County AAA grant requirement.

The term of the agreement is July 1, 2022 through June 30, 2023. The agreement is categorized by type of service - facility, office space, utilities, equipment and custodial services, which are all provided regularly to SASSFA by the City at the GVNC. The services are broken down by monthly rates, with an estimated usage space of 3,100 sq. ft., totaling an estimated value of \$34,734.



City Council Meeting

FISCAL IMPACT

The In-kind Services Agreement has no direct fiscal impact to the general fund. The agreement allows for additional resources to be offered to community residents.

LEGAL REVIEW

The City Attorney's office has reviewed the In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority.

Raymond R. Cruz City Manager

Attachment:

- 1 In-Kind Service Agreement for Fiscal Year 2022-2023 Cover Letter
- 2 In-kind Services Agreement "A"



Senior Services

10400 Pioneer Blvd., Suite 9, Santa Fe Springs, CA 90670

Phone: 562-699-3231

Fax: 562-699-5688

May 19, 2022

Mr. Ed Ramirez Family and Human Services Manager City of Santa Fe Springs 9255 S. Pioneer Blvd. Santa Fe Springs, CA 90670

Re: In-Kind Service Agreement for fiscal year 2022-2023

Dear Mr. Ramirez,

Attached please find the In-Kind Services Agreements for fiscal year 2022-2023 In compliance with the County of Los Angeles, Area Agency on Aging Contracts, the inkind agreement is required from each site we conduct programs. The agreement indicates the Gus Velasco Neighborhood Center will be furnishing space for us to conduct our senior nutrition and social services programs.

I have enclosed two originals of the agreements signed by SASSFA Executive Director, Kirk Kain. Please send back one original signed agreement for the City of Santa Fe Springs. Your assistance is appreciated. Please feel free to call me at (562) 699-3231 ext. 240 or e-mail at <u>vcervantes@sassfa.org</u> if you have any questions.

Sincerely,

Vilma Cervantes Program Manager

IN-KIND SERVICES AGREEMENT "A"

(Between the Applicant Agency and a Second Party)

Effective July 1, 2022 through June 30, 2023

City of Santa Fe Springs agrees to provide (In-Kind Agency)

SASSFA with the following

(Applicant Agency)

in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	SQ/FOOTAGE (OR TIME/MO)	TOTAL ANNUAL \$ VALUE
Senior Services that include: Congregate & Home Delivered Meals, Caregiver Support, Home Based Care	Facility Office Space Utilities Equipment Custodial	\$859 \$156 \$516 \$724.50 \$639	3,000 100	\$10,308 \$1,872 \$6,192 \$8,694 \$7,668
Services			TOTAL	\$34,734

AGREEMENT SUMMARY:

The City of Santa Fe Springs agrees to provide SASSFA with space at the Gus Velasco Neighborhood Center to provide elderly nutrition by means of congregate and home delivered meals.

In-Kind Agency:	City of Santa Fe Springs	Applicant Agency:	SASSFA
Name /Title:		Name /Title:	Kirk Kain, Executive Director
Date:		Date:	July 1, 2022
Signature:		_ Signature:	- 2 mk from



CONSENT AGENDA

Agreement between the City of Santa Fe Springs and Columbia Telecommunications Corporation for the Provision, Installation and Maintenance of Advanced Network (Data) Services

RECOMMENDATION(S)

 Approve and Authorize the City Manager to sign the Agreement between the City of Santa Fe Springs and Columbia Telecommunications Corporation for the Provision, Installation and Maintenance of Advanced Network (Data) Services

BACKGROUND

On February 11, 2021, the Santa Fe Springs City Council approved to renew the agreement with Califa to continue connecting the Library to the CENIC high-speed broadband network, CalREN. CalREN, the California Research & Education Network, is a high-capacity, 8,000-mile fiber-optic-based network that serves the majority of California universities and other educational institutions. This agreement was renewed for a period of five years.

Beginning in Fiscal Year 2022/2023, Califa will no longer administer the CENIC program. The California State Library announced the CTC Technology & Energy, an experienced and recognized expert in complicated technology projects, has been selected as its partner for the High-Speed Broadband in California State Libraries program. CTC Technologies requires a new contract for continuation of service. The new contract is approved by the California State Library and includes all the fulfillments contained in the previous Califa contract.

LEGAL REVIEW

The City Attorney has reviewed the agreement.

FISCAL IMPACT

There is no impact to the General Fund due to the contract transition.

Raymond R. Cruz

City Manager

Attachment(s):

1. Agreement with Columbia Telecommunications Corporation

Report Submitted By: Maricela Balderas/Deborah Raia Department of Community Services Date of Report: June 3, 2022

Attachment No. 1 AGREEMENT BETWEEN SANTA FE SPRINGS CITY LIBRARY AND COLUMBIA TELECOMMUNICATIONS CORPORATION FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES

This Agreement, hereinafter referred to as "Agreement", is entered into as of June 7, 2022 by and between Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, hereinafter referred to as "CTC" and City of Santa Fe Springs public library, hereinafter referred to as "Library". CTC and Library are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties". All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

Santa Fe Springs City Library	CTC Technology and Energy
Raymond R. Cruz	Heather D. Mills
City Manager	Vice President, Grant & Funding Strategies
11700 Telegraph Rd.	10613 Concord Street
Santa Fe Springs, CA 90670	Kensington, MD 20895
	hmills@ctcnet.us

WITNESS THAT

WHEREAS, CTC, is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project ("Project"); and

WHEREAS, CTC, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California ("CENIC") and its subsidiaries to provide high speed networking to libraries in California; and

WHEREAS, Library desires to enter into an agreement with CTC to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

NOW THEREFORE, Library and CTC enter into this Agreement:

1. Purpose

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to Library under the Project.

2. Services to be Provided

Parties understand that the primary communications infrastructure provided by CENIC is the California Research and Education Network ("CalREN"). Services that CENIC will provide to

Libraries will include use of CalREN and contracting for and provision of data circuits supplied by network service providers.

CTC, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the Appendix #1 attached which may be amended from time to time by mutually signed Addenda ("Services"). CTC assures Library that CENIC or CTC will notify Library of installation requirements and necessary maintenance instructions. Neither CENIC nor CTC shall be responsible for operating or maintaining software, equipment or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services, or otherwise comply with the terms as described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and CTC and CENIC.

Library is responsible for calculating and paying any early termination penalties that might apply due to cancellation of existing connections so that it may receive Services under this Agreement.

Library is responsible for completing, signing, and submitting any required Letter of Agency, or related documentation, to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

Library is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize CTC and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If Library is currently receiving E-rate funding for its existing services, Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

3. Term and Termination of this Agreement

- (a) TERM OF THIS AGREEMENT. This Agreement shall be in effect from June 7, 2022 until the termination of all Services including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is "handed off" to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.
- (b) TERMINATION. Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination

charges that CTC incurs under its agreement with CENIC resulting from early termination of the Service.

- (c) Notwithstanding the above, upon a sixty (60) day written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it verifies to CTC and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the cancelled circuit.
- (d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.
- (e) CTC may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) day written notice to Library, in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

4. Payment

CTC bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of a CTC invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by Library and CTC. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice. Library understands and agrees that CTC will only make payment to CENIC for services upon receipt of related payments from Library. If Library fails to make payment swithin thirty (30) days after receipt of invoice, it agrees to pay any reasonable late payment fees incurred by CTC under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any as set forth in Appendix #1 and subsequent Addenda are non-cancelable and nonrefundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties, shall become due and payable immediately upon termination.

5. Miscellaneous

(a) CONDITIONS OF USE. Library agrees to conform to the CENIC Appropriate Use Policy located at <u>https://cenic.org/network/policies/acceptable-use-policy</u> (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, Library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. Library must provide a 30-day written notice of its termination under this provision to CTC and CENIC. If Library does not elect to terminate the Service(s), Library must conform to the revised conditions of use. If Library

fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to Library from CTC or CENIC.

- (b) CONFLICTING CLAUSES. If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence only for the service defined in that Addendum.
- (c) FORCE MAJEURE. Neither Party shall be responsible for performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.
- (d) GOVERNING LAW. The laws of the State of California shall govern this Agreement.
- (e) NON-LIBRARY USES: Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.

6. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification or amendment shall be binding unless in writing and signed by authorized representatives of both parties.

7. General Provisions

7.1 Nondiscrimination: During the performance of this Agreement,

- (a) CTC and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
- (b) CTC shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 7.2 Severability: It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.
- **7.3** Rights and Remedies: The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 7.4 Prior Agreements: Library agrees that any prior agreements entered into between any entity that previously served as the Broadband Administrator and the Library for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program has been terminated.

8. Indemnification. Library agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library, its officers, agents, or employees. CTC agrees to indemnify, defend, and save harmless Library, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTC, its officers, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

For Columbia Telecommunications Corporation

Signature	Signature
Raymond Cruz Name	Joanne S. Hovis Name
<u>City Manager</u> Title	<u>President</u> Title
Date	Date

For Library

Appendix #1 Provision, Installation and Maintenance Of Advanced Network (Data) Services: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of CTC and the Library for connecting CENIC's fiber optic backbone to Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries (defined as "Services" in the Agreement). Library understands that CENIC will bill CTC, and CTC will bill Library, for the costs of circuits charged by network service providers, including any taxes and surcharges, and any one-time installation fees. Prior to approval of CENIC's Erate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to CTC and from CTC to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the Service, and therefore of circuit costs, will be dependent on coordination among CENIC, the Library and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to Library upon receipt of invoice to CENIC from the network service provider.



CONSENT AGENDA

Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction

RECOMMENDATION

Authorize the disposal of eight (8) surplus vehicles, three (3) trailers, and various obsolete equipment at public auction.

BACKGROUND

There are a number of vehicles and equipment that are obsolete and need to be declared as surplus goods and disposed of by way of public auction.

The below vehicles have been replaced, have met the criteria for replacement, or are in need of repairs costing more than the vehicle's value. In general, vehicles meet the criteria for replacement at 10 years of age and/or 100,000 miles.

Following is a detailed list of the vehicles and equipment that will be sent to public auction.

Vehicles & Trailers

Unit	Year	Make/Model	VIN#	Mileage	Code
070	1982	MICS Trailer	MM67-10-3718A	N/A	PR
480	1997	Crafco Trailer	1C9SY1016V1418249	N/A	PR
530	2015	Ford Explorer PPV	1FM5K8AR8FGB51627	120,781	RP
531	2016	Ford Explorer PPV	1FM5K8AR4GGC91918	110,945	RP
532	2016	Ford Explorer PPV	1FM5K8AR6GGC91919	102,752	RP
533	2016	Ford Explorer PPV	1FM5K8AR2GGC91920	117,600	RP
534	2016	Ford Explorer PPV	1FM5K8AR4GGC91921	124,420	RP
602	2000	Ford Ranger	1FTYR14V9YPA28449	108,314	IN
630	2005	Ford F-250	1FTSX20555EB32483	115,179	IN
634	2003	Ford Escape HYB	1FMYU95HX6KB68098	70,808	IN
667	1991	Tanker Trailer	CA645895	N/A	FR

Code Legend: FR = Fair, IN = Inoperable, PR = Poor, RP = Replaced, TO = Totaled

Equipment

The following is a list of obsolete equipment.

- (2) Pallets of computer parts
- (12) Classroom tables
- (1) Backhoe attachment for Bobcat

Report Submitted By: Paul Martinez Finance & Administrative Service Department



City Council Meeting

- (1) Small truck lumber rack
- (1) Rear trunk section of Crown Victoria
- (3) Pallets of miscellaneous small equipment

FISCAL IMPACT

Auction sale proceeds are recognized as applied revenue in various department budget accounts.

Paul L. C.

Raymond R. Cruz City Manager



City Council Meeting

June 7, 2022

NEW BUSINESS

Introduction and Discussion of City's Proposed Fiscal Year 2022-23 Budget

RECOMMENDATION

Provide staff direction regarding revenue and expenditure matters included in the fiscal year 2022-23 proposed budget.

BACKGROUND

We are pleased to present the proposed operating budget for the City of Santa Fe Springs for the fiscal year 2022-23. The operating budget provides the foundation for our work plan and, most importantly, the commitments to our residents and businesses of this community. As a financial document, the budget presents our best assumptions for revenues and expenditures for the next year of service. As a policy document, it presents our City's unwavering commitment to providing resources towards improving the quality of life for our community.

These past two years not only upended our personal lives, it upended our organization's budget, services, and programs. And while, as a society, we are beginning to see shades of normalcy from the COVID-19 pandemic, we are now facing a new challenge – elevated national inflation generated by lingering supply-chain disruption and Russia's war in Ukraine, which has led to sharp increases in the cost of living across our country and throughout our community.

In spite of the inflation challenge, our City continues to move forward. Our financial position is the strongest it has been over the last several years due to prudent decisions made by the City Council. Although there is an increased economic uncertainty as the war, global supply chain disruptions and record rates of inflation persist, the City's current financial position is stable and staff anticipates our revenues to trend favorably and be within the budget estimates for the year. While we remain hopeful and optimistic about these revenue trends, staff will continue to monitor our revenues and any adverse fluctuations in expected trends.

The spending plan for this upcoming fiscal year includes a shift of our organization's focus to begin to accomplish our long-term goals – such as, restoring staffing levels to where they need to be in order to deliver effective and efficient services to our community; seeking alternative sources of revenue to establish a reliable and consistent funding source for our capital improvement projects; enhancing the resources to better maintain our hardscape; modernizing our IT infrastructure for our community and for our employees; and, lastly, seeking alternative and more reliable water resources. We will remain steadfast and proactive in addressing them. The FY 2022-23 proposed operating budget has dedicated resources to begin to address each challenge in this upcoming fiscal year.



City Council Meeting

FY 2021-22 Year-End Projection

Although this current fiscal year was overshadowed by the pandemic and its effects on the general economy, our City was fortunate that our sales tax base has been relatively unaffected by the pandemic as it had little to no effect on our revenue stream. The Stay-at-Home orders also generated greater than anticipated online sales, which our City benefitted from immensely. While the sales tax generated the previous fiscal year (FY 20-21) was the highest the City has ever generated, staff anticipates this current fiscal year's sales tax will be greater than what was generated in previous fiscal years. The sales tax (Bradley-Burns) revenue/growth is critical to our finances as it represents nearly half of all our City's General Fund revenues.

Additionally, this is the third full year of collecting the voter-approved Transaction & Use Tax (Measure Y) and its trend is very favorable for the City. Measure Y has alleviated some of the financial burdens that have threatened our strong financial position. Even during a global pandemic, Measure Y was a consistent and reliable stream of revenue for our City. The sales tax and Measure Y combined represent over two-thirds (68%) of our General Fund revenues.

As such, staff is anticipating ending this current fiscal year with a \$6.0-\$8.0 million operating surplus. While this is welcoming news, there are still certain financial challenges we need to address moving forward. Under the direction of the City Council, we established and funded multiple set-aside funds (i.e., Capital Improvement Projects, Unfunded Liability, Economic Contingency, Equipment Replacement, Employee Benefits, Risk Management and Unassigned Reserves) several years ago to begin addressing some of these challenges. For the previous two fiscal years, staff has recommended allocating operating surpluses to these funds and once this fiscal year's financials are completed, staff will provide a recommendation on allocating the anticipated surplus to the City Council.

The City's Water Utility fund is anticipated to have an operating surplus of approximately \$1.0 million at year end. Over the last several years, there has been a continuing need for Capital Improvement Projects related to the source of water to aid in stabilizing the growing cost of water from outside sources. The cost to have an operating well in both of the City's water zones is expected to be approximately \$10 million. Other options for water supply sources are also being considered, but all come with a capital investment requirement. Once the fiscal year is completed, staff will recommend setting aside the operating surplus to add to the Water CIP reserve.

FY 2022-23 Proposed Budget Highlights

The proposed General Fund budget has an estimated \$1.9 million budget surplus primarily due to a 7.3% (or \$4.8 million) increase in the City's General Fund revenues,

Report Submitted By: Travis Hickey and Alvaro Castellon Finance and Administrative Services



City Council Meeting

when compared to the Adopted Budget revenue figures for FY 2021-22 (\$69.6 million vs. \$64.9 million). These increases represent staff's best assumptions based on information available. Staff will continue to closely monitor the City's revenue sources as well as key economic indicators throughout the year.

Included in this proposed budget are resources for several organizational needs including:

- Replacement of various City vehicles including two fire engines;
- Funding for twenty-two (22) position adjustments including:
 - five (5) new full-time positions
 - eight (8) upgrades; and
 - nine (9) new part-time positions;
- Funding for additional traffic/police officers;
- Several IT upgrades/enhancements;
- Funding for non-recurring expenditures, which include replacements of furniture in public facilities, refurbishments of public facilities, and internal process improvements;
- Funding for inflation driven increases in operations, such as, supplies, contracts and utilities.

The following table summarizes the proposed sources and uses for FY 2022-23:

	F	Actual Y 2019-20	F	Actual TY 2020-21	l	Adopted FY 2021-22		Proposed TY 2022-23
Sources Estimated General Revenues	\$	66,019,464	\$	69,081,533	<u>\$</u>	64,864,570	\$	69,618,300
Total Sources		66,019,464		69,081,533		64,864,570		69,618,300
Uses Department Expenditures		46,015,630		47,948,829		57,337,100		63,249,300
Non-Recurring Expenditures		1,161,379		1,427,711		1,663,500		1,689,900
Capital Improvement Program Funding		2,800,000		2,800,000		2,800,000		2,800,000
Total Uses		49,977,010		52,176,540		61,800,600		67,739,200
Operating Surplus / (Deficit) <u>Revenues / Sources</u>	\$	16,042,454	\$	16,904,993	<u>\$</u>	3,063,970	<u>\$</u>	1,879,100

Report Submitted By: Travis Hickey and Alvaro Castellon Finance and Administrative Services Date of Report: June 3, 2022



City Council Meeting

During FY 2022-23, General Fund revenues are expected to total \$69.6 million. This does not include "applied" General Fund revenues (an additional \$12.6 million) that are derived from the operations of specific departments and allocated to offset those same departmental expenditures.

As stated, the most significant increases are to the City's largest revenue sources: sales tax (6.8%) and the transaction and use tax (7.2%), which is an approximately \$3.3 million increase combined. Sales tax and the transaction and use tax are proposed at \$33.6 million and \$14.2 million, respectively. These figures are budgeted based on projections provided by the City's consultants along with historical trend analysis.

The chart below illustrates an overall view of the City's revenues for the next fiscal year.



FY 2022-23 GENERAL FUND REVENUE: \$69.6M

Report Submitted By: Travis Hickey and Alvaro Castellon Finance and Administrative Services



City Council Meeting

The State of California's Department of Tax and Fee Administration (CDTFA) disburses monies to counties and cities on a quarterly basis with advances paid monthly. Quarterly adjustments are made to reflect the actual funds collected. The Sales Tax is charged by the retailers who sell tangible property in the state. The tax is measured by gross receipts from retail sales at a rate of 10.5%. Effective April 1, 2019 the distribution of the tax of 10.5% is as follows: 8.5% to other governmental agencies and 2.0% to the City of Santa Fe Springs – 1% for Bradley-Burns and 1% for the Transaction & Use Tax (Measure Y).

Historically, the City has benefitted greatly from the large business community and the sales tax revenue generated. During the Great Recession, however, the City's revenues were disproportionately impacted by the downturn in the economy. Since then, modest gains have generally provided for a slow but steady rise. In FY 2014-15 sales tax revenue reached the pre-recession high of \$26.4 million followed by two years of declines to \$25.1 million in FY 2016-17 and followed by consistent growth into FY 2018-19 & FY 2019-20. Sales tax received in FY 2020-21 (\$32.1 million) was the highest ever recorded and now it is anticipated that at year-end (FY 2021-22) the sales tax will experience an increase of approximately \$2.6 million to \$34.7 million.



*Estimate

Transactions & Use Tax

Report Submitted By: Travis Hickey and Alvaro Castellon Finance and Administrative Services Date of Report: June 3, 2022



City Council Meeting

In November 2018, the City of Santa Fe Springs voters approved a 1% transactions and use tax. The tax became effective April 1, 2019 with the first payment to the City beginning in June 2019. Transaction and use tax is essentially the same as the sales tax except that it is only subject to transactions delivered to customers within the City (i.e. point-of-destination) whereas sales tax applies to transactions originating within the City (i.e. point-of-sale).

Utility Users' Tax

The Utility Users' Tax (UUT) is imposed on every individual or entity using a utility within the City. Utilities subject to the tax include electricity, gas, and telephone (including cellular telephones). Individuals and entities using these utility services pay a tax rate of 5.0% on all charges made for such services. As the third largest revenue source, the UUT is projected to account for 9% of the General Fund revenues.

A declining trend had been observed for the UUT in the past years; however, the UUT exceeded budget estimates last fiscal year and is now expected to surpass this current fiscal year's estimate as well. The projected UUT revenue is \$6.3 million for FY 2022-23 – an increase of \$200,000 or 3.3% from last fiscal year. The UUT is anticipated to remain relatively flat over the next several years.

Expenditures

Overall, General Fund expenditures and operating fund transfers are expected to total approximately \$67.7 million in FY 2022-23, or about \$5.9 million greater than the FY 2021-22 Adopted Budget. Departmental expenditures, net of applied revenues (\$12.6 million), are estimated at \$63.2 million in FY 2022-23 compared to the FY 2021-22 Adopted Budget of \$57.3 million. The overall increase of 9.6% is due to a variety of factors including: 3% cost of living adjustment (COLA) as part of the 3-year labor agreements, general rise in labor related costs – CalPERS contributions, step increases, health care increases, and minimum wage increases – inflation driven increases in maintenance and operations as well as other recommended operating needs previously mentioned at the beginning of this report.

Additionally, the proposed budget also includes funding for twenty-two position adjustments in order to begin to address needed staffing levels. These include:

- Five new full-time positions:
 - Code Enforcement Inspector I
 - Community Services Specialist
 - Mechanic I
 - Two (2) Maintenance Workers
- Eight upgrades including four part-time positions to full-time positions:

Report Submitted By: Travis Hickey and Alvaro Castellon Finance and Administrative Services Date of Report: June 3, 2022



City Council Meeting

- o Part-time Administrative Clerk to Administrative Asst. II
- o Account Clerk I to Account Clerk II
- o Part-time Finance Office Aide to Administrative Asst. II
- Salary adjustment for Program Assistant in the Planning Dept.
- o Two (2) part-time apprentices to full-time positions
- o Streets & Grounds Lead Worker to Streets Supervisor
- o Assistant Civil Engineer to Associate Civil Engineer
- Nine new part-time positions:
 - Three (3) Administrative Interns
 - Three (3) Program Leader III
 - Two (2) Information Desk Assistant
 - Program Leader I

In addition to these position adjustments, staff is recommending a title change (with no fiscal impact) – Streets and Grounds Supervisor position to Grounds Supervisor. Due to the increasing demand in both Streets and Grounds sections, the need to separate the sections with each having a Supervisor is needed in order to maintain effective service levels. The Grounds Supervisor will oversee the following: tree trimming and the tree trimming contractor, landscape and the landscape contractor, ball field maintenance, irrigation, tree planting, claims, respond to public requests, and related items citywide.

The following chart illustrates the relative departmental expenditures:



City Council Meeting



FY 2022-23 GENERAL FUND EXPENDITURES: \$67.7M

FY 2022-23 Water Utility Proposed Budget

The proposed budget for FY 2022-23 has an approximate \$0.5 million budget surplus, primarily due to increased revenues as a result of the new water rates. Total revenues are expected to increase by \$1.2 million or 7.7%, while expenditures are expected to increase by approximately \$1.7 million or 11.7%. The proposed budget includes a recommendation to transfer the \$0.5 million budget surplus into the Water CIP Reserve in order to start accumulating funding to explore alternative and reliable water sources.

The following table summarizes the proposed sources and uses for FY 2022-23:

City Council Meeting

Activity Name	Actual FY 2019-20	Actual FY 2020-21	Adopted FY 2021-22	Proposed FY 2022-23
Sources Estimated General Revenues	\$ 12,584,132	\$ 14,525,340	\$ 15,756,200	\$ 16,966,100
Uses Department Expenditures Capital Improvement Projects	12,145,066 	13,967,969 	14,761,900 994,300	16,491,300 474,800
Total Uses	12,145,065	13,967,969	15,756,200	16,966,100
Surplus / (Deficit)	<u>\$ 439,067</u>	<u>\$ </u>	<u>\$ -</u>	<u>\$ -</u>

Next Steps

The proposed FY 2022-23 is presented to the City Council for further input and direction. Staff will incorporate any further direction and input provided by the City Council and present the budget for adoption at the June 21st Council meeting.

As we move forward, there is a lot more to accomplish together. Navigating a global pandemic is not an easy feat and we were able to do so through the City Council's leadership and our dedicated staff. This upcoming fiscal year will mark a change of focus for our organization and we will continue the constant pursuit of our City's mission to deliver exemplary public services responsive to our entire community and consistent with our history, culture and unique character.

Raymond R. Cruz City Manager

Attachments: 1. Proposed FY 2022-23 Operating Budget

City Council Meeting

June 7, 2022

NEW BUSINESS

Maidstone Avenue – Evaluation of Parkway Pine Trees

RECOMMENDATION

Provide staff direction on the parkway pine trees.

BACKGROUND

Maidstone Avenue is a residential street located south of Florence Avenue. The street runs north and south, and then gently hooks west where it intersects with Roseton Avenue. There are approximately 27 homes within this stretch of roadway. The street roadway width is 30 feet wide, with 12 foot parkways on each side of the street. Maidstone Avenue is lined with 23 mature pine trees in the parkway on both sides of the street.

On April 30, 2022, staff received survey results compiled by the residents on Maidstone regarding requesting the removal of the parkway pine trees. Of the 20 respondents to the survey, 19 voted to have the City remove the pine trees. Staff then conducted a survey, and the results are shown below.

Date(s) of Survey:	Wednesday, May 25, 2022 5:15 pm to 6:35 pm
No. of Respondents:	22
Homeowner:	13 (59%)
Renter:	9 (41%)
In Favor of Tree Removal:	20 (91%)
Not In Favor of Tree Removal:	2 (9%)
In Favor of Tree Replacement:	17 (77%)

The survey performed by staff substantiates and agrees with the survey done by the residents. In both surveys, 90% of residents prefer the removal of the pine trees. Reasons provided for the pine tree removal are as follows: pine needles are a public nuisance. The pine needles require constant maintenance, sweeping of the sidewalk, front yard areas, roof, and backyard areas. Several residents complained about pine needles getting into their pools and clogging their filters. Multiple complaints regarding the tree roots infiltrating their sewer lateral, causing residents to replace their sewer lateral. Other complaints centered on the sap sticking to their vehicles causing property damage. Staff observed raised sidewalks, displaced curb and gutter and areas of asphalt pavement uplift due to the tree roots. Staff also observed several areas in the gutter where there was standing water or evidence of standing water. Due to curb and gutter horizontal displacement and vertical uplift, the street does not drain properly.

The City's policy is to protect and preserve healthy trees. Healthy trees provide a benefit to the environment and add to the quality of life. The trees are not dead, diseased or dying, which is criteria for removal. The trees are not hazardous as there is no high risk of failure, potential structural damage to a building, or a sight distance

Report Submitted By:

Noe Negrete Director of Public Works

Date of Report: June 3, 2022

issue caused by the trees. The main issue is property maintenance and property damage caused by the pine trees. Residents along Maidstone Avenue complain that they experience a poor quality of life due to the upkeep and property damage associated with the pine trees.

Construction Plans are currently under design to rehabilitate Maidstone Avenue. The rehabilitation consists of new pavement, and repairs to concrete flatwork (curb and gutter, sidewalk, driveways, etc.). The rehabilitation work may be performed with or without removing the existing pine trees. If the pine trees are removed, this would be the appropriate time before street improvements are performed and to have the parkway trees replaced with the street improvement project.

The process of removing pine trees on a residential street was previously done on Parkmead Street from Pioneer Boulevard to Jersey Avenue in 2016 due to similar reasons regarding damage to the street pavement, curb and gutter, sidewalk, and drainage issues.

FISCAL IMPACT

The approximate cost to remove all pine trees along Maidstone Avenue is between \$45,000 to \$50,000. The approximate cost to replace the trees in the parkway ranges from \$10,000 to \$15,000. The replacement trees could be included in the street rehabilitation project.

If tree removal is selected by the Council, staff recommends performing this work via a change order to the City's tree maintenance contractor. An additional funding allocation to the Public Works Operational and Maintenance budget would also be necessary.

INFRASTRUCTURE IMPACT

Healthy trees provide a benefit to the environment and add to the quality of life for the residents.

Raymond R. Cruz City Manager

<u>Attachments:</u> 1 – Survey Results

MAIDSTONE AVE - TREE SURVEY MAP (EXHIBIT "A")



NEW BUSINESS

On-Call Professional Engineering Services for the Design of Residential Streets Improvements South of Florence Avenue (Orr & Day Road to Ringwood Avenue) Approval of Task Order No. 3

RECOMMENDATION

- Accept the NV5, Inc. Street Improvements South of Florence Avenue Proposal • Amendment:
- Appropriate \$48,500 from the Utility User Tax (UUT) Capital Improvement Fund to • the Design of Residential Streets Improvements South of Florence Avenue (Orr & Day Road to Ringwood Avenue) Project Account No. PW220002;
- Approve Task Order No. 3 to NV5, Inc. for the Design of the Residential Streets Improvements South of Florence Avenue including Maidstone Avenue and Longworth Avenue in the amount of \$48,500; and
- Authorize the Director of Public Works to execute Task Order No. 3 with NV5, Inc.

BACKGROUND

On November 30, 2021 at the CIP Study Session, City Council directed Staff to begin the process of the Design of Residential Streets Improvements South of Florence Avenue. The project limits encompass Florence Avenue to the north, Orr & Day Road to the west and Ringwood Avenue to the east, this area is also known as the "The Triangle."

On December 9, 2021, Staff solicited a Request for Quotes (RFQ) from the approved list of Engineering firms (Consultants) to provide On-Call Professional Engineering Services for the Street Improvement Design for Residential Streets South of Florence Avenue (Triangle). The selected consultant will be responsible for preparing the project's plans, specifications, and engineering estimates. The project will consist of the grind and cap of asphalt concrete pavement for specific streets and a slurry seal for the remaining streets. The new paving section will support vehicular car loads, and increase pavement service life. Additionally, the project also includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways, culverts and the installation of storm water screen covers, as needed.

On February 1, 2022, City Council authorized the Director of Public Works to execute an \$85,500 Task Order for the professional engineering services with NV5, Inc. (NV5). NV5 submitted preliminary design plans for City review and upon detailed analysis of Maidstone Avenue (Florence Avenue to Roseton Avenue), it was determined that the large pine trees have compromised the street pavement and a more extensive pavement design will be necessary. The NV5 proposal reflects the need for a Topographic Survey for the recommended slurry streets and the street pavement design/survey on Longworth Avenue (Orr & Day Road to Harvest Avenue and Maidstone Avenue). Longworth Avenue Street Improvements project is an approved CIP project.

Report Submitted By:

Noe Negrete Director of Public Works

Date of Report: June 3, 2022

FISCAL IMPACT

The original Design of Residential Streets Improvements South of Florence Avenue was \$85,500. The amended design/survey (Task No. 3) on Maidstone Avenue and Longworth Avenue is an additional \$48,500. Staff is requesting an appropriation of \$48,500 from the Utility User Tax (UUT) Capital Improvement Fund to Project Account No. PW220002.

zell

Raymond R. Cruz City Manager

Attachments:

1. NV5 Inc. Proposal-Street Improvements South of Florence Avenue (Amendment)

2. Task Order No. 3 to NV5

N | V | 5

May 27, 2022

Mr. Alex Flores Assistant Civil Engineer City of Santa Fe Springs Public Works – Engineering 11710 Telegraph Road Santa Fe Springs, CA 90670

RE: Proposal to provide Survey and Professional Engineering Design Services for Street Improvements for Residential Streets South of Florence Avenue (Triangle)-Slurry Seal Streets and Longworth Ave

Dear Mr. Flores:

NV5 is pleased to present this proposal to provide survey for the Slurry Seal Streets and survey and professional engineering design services for Longworth Avenue (from Orr and Day Road to Harvest Avenue) and grind/cap of Maidstone Avenue (Florence Avenue to Roseton Avenue), as shown on the attached Exhibit A.

This proposal is prepared in accordance with the request for the additional survey and design services received from the City.

SCOPE OF SERVICES

We propose to provide survey services for the Slurry Seal Streets and survey and professional engineering design services for Longworth Avenue (from Orr and Day Road to Harvest Avenue) and grind/cap of Maidstone Avenue (Florence Avenue to Roseton Avenue). The scope of work includes the following:

Task 1 - Obtain and Review As-Built Plans/Field Review

We will obtain and review the available as-built plans and will conduct a field review of Longworth Avenue (from Orr and Day Road to Harvest Avenue).

Task 2 – Survey

NV5 will provide topographic survey for the Slurry Seal Streets and Longworth Avenue (from Orr and Day Road to Harvest Avenue), as shown on the attached Exhibit A.

NV5 will research the project files. NV5 will provide necessary project and survey crew coordination and office support to dispatch survey crews with necessary support data.

NV5 will establish project horizontal control based on the previous survey and expand the control network to cover the Slurry Seal Streets and Longworth Avenue.

The survey will include hardscape surfaces, including street, curb, gutter, and cross gutter; and visible aboveground utilities, including vaults, manholes, and valves.

Page 2 Survey and Professional Engineering Design Services Residential Streets South of Florence Avenue (Triangle) - Slurry Seal Streets and Longworth Ave City of Santa Fe Springs

Task 3 – Preliminary Plans

Preliminary design work includes the preparation of preliminary street improvement plans. We will submit the preliminary plans to the City for review.

Task 4 - Final Plans

Subsequent to review of the preliminary plans by the City and receiving comments, we will coordinate and prepare the final plans.

Task 5 – Special Provisions

We will prepare special provisions for the improvements along Longworth Avenue (from Orr and Day Road to Harvest Avenue) and include it in the overall project specifications. Special provisions will be prepared in "Greenbook" format.

Task 6 - Cost Estimate

We will prepare a preliminary cost estimate and final construction cost estimate for the proposed improvements along Longworth Avenue (from Orr and Day Road to Harvest Avenue) and include it in the overall project cost estimate.

Task 7 – Design Support During Construction

We will provide design support during construction. We will review and respond to request for information (RFI) during the bid advertisement and construction. We will review and respond to submittals received from the contractor.

FEE PROPOSAL					
TASK	DESCRIPTION	FEE			
1	Obtain and Review As-Built Plans/Field Review	\$840			
2	Survey	\$25,000			
3	Preliminary Plans	\$16,930			
4	Final Plans	\$3,160			
5	Prepare Special Provisions	\$800			
6	Prepare Cost Estimate	\$970			
7	Design Support During Construction	\$800			
	TOTAL	\$48,500			

FEE

Exemptions & Exclusions:

- (1) Geotechnical Investigation and Potholing.
- (2) Construction Management and Inspection Services.
- (3) Application fees, permit fees, or any other fees required for the project.

Page 3 Survey and Professional Engineering Design Services Residential Streets South of Florence Avenue (Triangle) - Slurry Seal Streets and Longworth Ave City of Santa Fe Springs

We thank you for the opportunity to submit our proposal. If you should have any questions, please feel free to contact me at (949) 545-3600 or david.niknafs@nv5.com.

Sincerely, NV5, Inc.

David Niknafs, PE Director of Transportation

PN: P27022-0004020.00

Jeff ey M. Cooper, PE Vice President

Page 4 Survey and Professional Engineering Design Services Residential Streets South of Florence Avenue (Triangle) - Slurry Seal Streets and Longworth Ave City of Santa Fe Springs

EXHIBIT A



ON-CALL PROFESSIONAL ENGINEERING SERVICES TASK ORDER No. 3

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and NV5, Inc. (CONSULTANT), Task Order No.3 – Survey and Professional Engineering Design Services for Street Improvements for Residential Streets South of Florence Avenue (Triangle) - Slurry Seal Streets and Longworth Avenue as shown on the attached Exhibit A.

Authorized Representative: Address:	Noe Negrete, Director of Public Works/City Engineer 11710 Telegraph Road City of Santa Fe Springs, California 90670 Telephone No.: (562) 868-0511
<u>NV5, INC.:</u> Authorized Representative: Address:	Jeffrey M. Cooper, Vice President 163 Technology Drive, Suite 100 Irvine, CA 92618 Telephone No.: (949) 585-0477

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires survey for the Slurry Seal Streets and survey and professional engineering design services for Longworth Avenue (from Orr and Day Road to Harvest Avenue) and grind/cap of Maidstone Avenue (Florence Avenue to Roseton Avenue), as shown on the attached Exhibit A.

The following is the scope of work, schedule, and fee.

The Consultant will be responsible for preparing the project's plans, specifications, and engineering estimates. The project will consist of the grind and cap of asphalt concrete pavement for specific streets and a slurry seal for the remaining streets. Additionally, the project also includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways, culverts and the installation of storm water screen covers, as needed.

APPROXIMATE DESIGN SCHEDULE

Kick-off Meeting & Notice to Proceed	February 21, 2022
Submit 75% PS&E	April 25, 2022
Submit 90% PS&E	June 17, 2022
Submit 100% PS&E	July 15, 2022

FEE:

The Survey and Professional Engineering Design Services for Street Improvements for Residential Streets South of Florence Avenue (Triangle) - Slurry Seal Streets and Longworth Ave as shown on the attached Exhibit A. The Project will be based on a Not to Exceed Fee of \$48,500 per the NV5, Inc. Proposal dated May 27, 2022.

ACCEPTANCE of the terms of Task Order No. 3 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY: CITY OF SANTA FE SPRINGS

ACCEPTED BY: NV5, Inc.

Noe Negrete, Director of Public Works

Jeffrey M. Cooper, Vice President

Date

Date

City Council Meeting

UNFINISHED BUSINESS

Little Lake Park – Evaluation of Tournament Field Operation

RECOMMENDATION

 Provide staff direction on the Tournament Field Operation proposal for Little Lake Park.

BACKGROUND

On September 7, 2021, the Council directed staff to evaluate a proposal from ZT Baseball to transition the Athletic Fields located at Little Lake Park to a Tournament Field(s) Operation. Staff has had numerous discussions and communications with ZT Baseball; receiving from them their initial proposal, revised proposal and emails for clarification on the proposal(s).

Little Lake Park is a shared park between the cities of Santa Fe Springs and Norwalk. Little Lake Park serves residents from both cities as well as neighboring cities. The current agreement has both cities sharing equally (50%) the costs associated with park maintenance and recreation programming. The City of Norwalk has use of the park Monday through Thursday, generally from 3 p.m. to 9 p.m. The City of Santa Fe Springs has use of the park on Friday, Saturday and Sunday generally from 9 a.m. to 9 p.m. (except Fridays until 10 p.m.).

Staff has reviewed and evaluated the proposal from ZT Baseball for Little Lake Park and has listed the pros and cons to the development the of Athletic Fields.

<u>Pros</u>

- 1. Revenues will be paid to the City. ZT Baseball proposes varying rates of revenue depending on the length of the agreement. For 20 years 3% of gross revenues, 15 years 2% of gross revenues, and 10 years 1% of gross revenues.
- 2. ZT Baseball will maintain fields and all areas within fence.
- 3. Four baseball fields will be reconstructed to face outward with fields in center of park.
- 4. Approximately \$8.4 million is estimated by ZT Baseball to be spent in local economy per year by baseball related activities at Little Lake Park.
- 5. Free summer camps for the community a few times a year.
- 6. Improvements to current restrooms will be made.
- 7. Shade structures will be constructed for spectator viewing.
- 8. Artificial turf will be installed for the infield of baseball fields.
- 9. Improvements to baseball dugouts.
- 10. Walkways surrounding ballfields will be constructed.
- 11. Local businesses will gain more exposure with incoming visitors. ZT Baseball plans to use local vendors when needs arise.

Report Submitted By:

Noe Negrete **Director of Public Works**
<u>Cons</u>

- 1. Term of lease agreement will essentially limit or eliminate Santa Fe Springs and Norwalk usage of the fields.
- 2. Inadequate parking availability for tournaments, park patrons, St. Pius X Church patrons, birthday / special occasion parties, basketball court patrons.
- 3. Nearby residents may complain about park patrons using residential streets for parking.
- 4. Increase in traffic around Little Park, especially on weekends.
- 5. Current sports leagues would be forced to relocate to another park: Norwalk Girls Fastpitch, Norwalk / SFS Saints Football, Adult League Softball.
- 6. Fee to enter Athletic Fields for spectators.
- 7. Approximately 1,500 visitors to the park every weekend (45 weeks).
- 8. Possible elimination of Hitting Zone Batting Cages should more parking be necessary.
- 9. Park perimeter fencing and/or ball field fencing prohibits access to park open space and eliminates multi-usage of fields for soccer, football, softball and other passive uses.
- 10. 1% of revenue is estimated at \$186,000. Minus ball field prep and field maintenance costs, this amount is the current amount of revenue generated from City of Norwalk cost sharing and sports leagues usage. Therefore, the revenue would be the same as current operation.

<u>Unknowns</u>

There are still issues that need more clarification regarding the improvements. They are listed below:

- 1. Lighting of the ballfields is unclear. New lighting is proposed on the north fields but not on the south fields. The south fields will keep existing lighting. With the ball fields reconfigured, staff is unsure if this will provide adequate lighting for the fields.
- 2. Restroom improvements are slated to be improved, but no details are provided. There are currently two restroom facilities at the park, no specifics were given.
- 3. Ballfields are reconfigured to face outward. No dimensions were provided on the fields to determine if the proposed configuration has no overlap of fields.
- 4. Possibility of balls being hit into apartments on north fields. Need to determine field dimensions or add fencing or netting.
- 5. Utility (water and power) costs are to be shared by City and ZT Baseball. This is likely to increase but staff is not sure how much and how those costs would be shared.
- 6. Potential increase for trash services due to public littering in the parks and residential neighborhoods.
- 7. Potential increase to custodial services to increase frequency of cleaning bathrooms.
- 8. Potential needs for more police patrols at the park, especially on weekends.
- 9. It is not clear if alcohol will be served by ZT Baseball concessionaire.

Page 3 of 3

Other Considerations

- 1. City of Norwalk has not been officially contacted since they own and operate the park in partnership with City of Santa Springs. Unofficially Norwalk staff is not in favor of losing access to athletic fields. City of Norwalk may also request to split revenue should the project move forward.
- 2. Similar athletic field projects (not involving ZT Baseball) in other cities (Cathedral City, Chino Hills, La Puente) have not materialized as originally intended and resulted in defaulted payments, bankruptcy or the sale of facilities.

FISCAL IMPACT

The proposal from ZT Baseball commits approximately \$2 million to complete the improvements described in the Pros. Staff estimates the improvements to cost closer to \$10 million than \$2 million. ZT Baseball is willing to negotiate the costs if this project moves forward.

Raymond R. Cruz City Manager

Attachments:

- 1. ZT Baseball Proposal
- 2. ZT Baseball Discussion Points



Santa Fe Springs - Little Lake Park RFP

ZT Parks L.P

August 2021

Table of Contents

SECTION I	4
LETTER OF TRANSMITTAL	5
SECTION II	6
OUR APPROACH	7
PROPOSED SERVICES AND EXPECTED OUTCOMES	8
PARK RENOVATION PLAN AND TIMELINES	8
SCHEDULING TOURNAMENTS AND OPERATING HOURS	11
FIELD RENTALS FOR TEAM PRACTICE	11
ROUTINE PARK MAINTENANCE	12
PARK PUBLIC USE	12
FREE SUMMER CAMPS	12
ECONOMIC BENEFITS OF OUR PROPOSAL	13
BENEFITS TO HARRIS COUNTY	15
WHAT ZT PARKS NEEDS FROM SANTA FE SPRINGS	15
SECTION III	16
PRICING	17
REVENUE SHARE MODEL	17
RENTAL RATE	17
SECTION IV	
OUR HISTORY AND BACKGROUND	19
ZT PARKS OVERVIEW	19
ZT PARKS ORGANIZATIONAL CHART	20
ZT PARKS CORE THEMES	21
ZT CORPORATE OVERVIEW	22
PERFECT GAMES OVERVIEW	22
PROJECT TEAM ORGANIZATION	23
PROJECT TEAM RESUMES	24
ZT PARKS OWNERSHIP STRUCTURE	32
ZT PARKS DATE OF FORMATION	32
ZT WEALTH LLC FINANCIALS	33
ZT PARKS REFERENCES	35

Table of Contents Continued

SECTION V	37
LEGAL DOCUMENTS	38
TERMS OF LEASE	
Q&A QUESTIONNAIRE	39
SECTION VI	40
SAMPLE MARKETING COLLATERAL	41
PROJECT TEAM BACKGROUND CHECKS	45
TASEER BADAR	45
MOHSIN MALIK	50
DARREN LARSON	55

SECTION I

LETTER OF TRANSMITTAL

August 2021

Dear Committee,

I am submitting herewith our RFP for the baseball fields and facility at Little Lake Park in Santa Fe Springs.

We are interested in serving the local community for hosting sporting tournaments and carrying out necessary capital improvements at Little Lake Park in Santa Fe Springs, along with offering a safe, fun, exciting and unique tournament opportunity for park visitors. We would like to have a long-term offering of 20 years which would include at a minimum, operating four (4) baseball fields and a concession stand.

ZT Parks, LP ("ZT Parks") is a limited partnership to serve as the primary organization on this proposal, and backed by ZT Corporate, a Houston-based private equity firm. ZT Parks is uniquely positioned to deliver on the specifications of this RFP as it lends on the rich history of its founding members within the world of professional youth baseball empowered by a brand that is consistently seeing tremendous growth in youth level baseball at both local and national levels.

ZT Parks is part of ZT Corporate's vision to become an integral player in the competitive youth baseball space by developing a \$250 million vertically integrated business by 2025. This vision includes developing youth baseball infrastructure in the form of baseball academies, leasing and rehabilitating neglected baseball parks, constructing new ball parks, managing a youth talent agency, developing team franchises, and having a media and merchandise business to substantiate this vertical integration.

ZT Parks is proud to bring **Perfect Game** as the affiliate for bringing tournaments to the little lake Park. With its mission to promote the game of baseball now and in the future by hosting the highest quality amateur events while providing meaningful opportunities and information to players, families, MLB organizations, college coaches, and fans, we believe ZT Parks has the perfect partner it needs to successfully meet the specifications as laid out in the RFP.

It is my hope that this proposal serves as a demonstration on why ZT Parks will be the ideal partner for Santa Fe Springs and its community. In case of any required clarification or additional information, please feel free to contact me using my contact information provided below. Additionally, I will also be acting as the authorized person to contractually obligate ZT Parks with this proposal and will be coordinating with you for any future negotiations.

Kind Regards,

Mohsin Malik

VP | Email: mohsin@ztcorporate.com |

SECTION II

OUR APPROACH:

ZT Parks' philosophy is driven by the belief that community members of Santa Fe Springs deserve a fulfilling, enriching, and high-quality experience in their use of the Little Lake Park.

With that vision, ZT Parks intends to invest up to \$1,000,000 - \$2,000,000 depending on the term of the agreement, to carry out extensive improvements and renovations that will enable the park to host youth tournaments up to 45 weekends for kids between ages of 8-18 years old.

This approach will help attract the best local and national youth teams to participate in baseball, and softball tournaments at Little Lake Park, but also create a superior level of recreational experience for the Santa Fe Springs community all the while accruing economic benefits to the community to the tune of up to \$8,437,500 on an annualized basis.

Our approach as outlined in greater detail below is based on a two-phased strategy. The first phase focuses on implementing our plan for rehabilitating the fields at the Little Lake Park. This is the phase that will require the largest chunk of ZT Parks' planned up-front investment.

The second phase of our strategy focuses on bringing back foot traffic to the Little Lake Park in the form of baseball and softball teams that use the fields for scheduled practices and for competing in a regular tournament season, thereby filling the stands where spectators can once again enjoy the spectacle of competitive youth sport.

It is important to make a note here that as the Sports Tournament Coordinator, ZT Parks' most significant contribution to this engagement is our ability to bring top-level youth tournaments to the field of Little Lake park.

Darren Larson, who is the VP of Youth Programs at Perfect Game – the world's largest elite youth baseball and softball platform – and a co-owner at ZT Parks, brings with him the unique ability to bring elite youth level teams that regularly feature in scheduled tournaments. This collaboration and the leverage that the Darren Larson and Perfect Game youth baseball networks bring to ZT Parks (with around 300,000 national teams), helps us standout head and shoulders above our competition.

As such, ZT Parks is looking into entering a long-term lease for Little Lake Park. ZT Parks will:

- (a) fund the improvements and activities described below
- (b) promote and manage baseball and softball tournaments
- (c) generate revenue by charging gate fees and operating a concession stand
- (d) generate rental income through field use for practice by teams across the county

By accomplishing these goals, ZT Parks aims to convert the Little Lake Park from an expenseburden for the county for a rarely used facility into an income stream with great growth potential while serving thousands of Californian youth.

PROPOSED SERVICES AND EXPECTED OUTCOMES:

PARK RENOVATION PLAN AND TIMELINES:

ZT Parks intends to spend up to \$1,000,000 to \$2,000,000 (Depending on the length of the contract) to conduct comprehensive improvements to rehabilitate the Little Lake park which includes the following initiatives:

- Providing artificial turf for the infield portions of the ball fields (making them available even during rainy weather); During the term of the agreement.
- Making improvements to the dugouts;
- Providing shade cover for the existing spectator seating;
- Making improvements to the restrooms & concession stands;
- Fencing off the baseball fields so they may be available to ticketed spectators only during scheduled programming;

ZT Parks has experience in working with other cities with similar project and post-improvements. Please see below a renderings developed through a professional architect to provide a visualization of how one of our other parks will look like once all improvements initiatives have been completed:



We estimate that the build out time for all improvements to be accomplished is around 18 weeks. This timeline, as visualized in the Gantt Chart below, is dependent on having supporting weather conditions and may be impacted due to any unforeseen delays caused by inclement or otherwise unsupportive weather conditions:

		1													1	1			
TIMELINE																			
SCOPE OF WORK		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18
INFIELD IMPROVEMENTS																			
	Dirt work																		
	Drains																		
	Grades																		
	Boarder																		
	Levelling																		
	Geo Fabric																		
	Piping & Rock																		
	Roller																		
	Turf installation																		
OUTFIELD IMPROVEMENTS																			
	Sand																		
	Level off																		
	Irrigation																		
	Sod																		
CONCRETE	Watering																		
IMPROVEMENTS																			
	Planning & Permits (if required)																		
	Framing																		
	Pour Concrete																		
COVERED AREA IMPROVEMENTS																			

	Planning & Permits (if required)									
	Construction									
DUGOUT IMPROVEMENTS										
	Planning & Permits (if required)									
	Construction									
FENCING / GATE IMPROVEMENTS										
	Planning & Permits (if required)									
	Installation									
NETTING IMPROVEMENTS										
	Planning & Permits (if required)									
	Pole & Net Installs									
RESTROOM IMPROVEMENTS										
	Planning & Permits (if required)									
	Restroom Renovations									
PAINT IMPROVEMENTS										
	Planning & Permits (if required)									
	Paint work									

SCHEDULING TOURNAMENTS AND OPERATING HOURS:

ZT Parks' co-owner Darren Larson brings with him a network of 300,000 youth baseball teams, which is the largest network of teams.

In his role as the VP of Youth Programs at Perfect Game, he also manages a network of almost 300,000 youth baseball teams across the United States – an affiliation that guarantees that the fields at Little Lake Park will see an influx of competitive youth baseball talent every weekend.

ZT Parks expects to schedule tournaments across a minimum of 35 weekends and a maximum of 45 weekends on annual basis. With 7 teams per field, we expect 28 teams in total to be utilizing the park facilities in scheduled tournaments every week, thereby involving almost 10,000 youth baseball talent in competitive games - at the very least - on an annual basis.

The park's operational hours will be 9 AM to 10 PM all days of the week. One big field in the park will be available for public use up till 5 PM. After 5 PM all fields will be reserved for scheduled team practice. On weekends parks will be reserved for tournament games only.

FIELD RENTALS FOR TEAM PRACTICE:

ZT Parks believes that its important to ensure that fields are made available to teams for practice and for recreational use at affordable rates for the public. Fields will be available to rent for such purposes Monday to Friday after 5 PM every week. ZT Parks will be implementing a fair Market pricing for fields once approved by Santa Fe Springs committee for field rental at Little Lake Park:

BIG FIELDS:

- Monthly Pricing: \$xxxx per field for twice a week for 2 hours each day the field is booked
- Hourly Pricing: \$xx per field per hour
- Available Discounts: All local Santa Fe Springs residence will be eligible for a 25% discount on all published rates

SMALL FIELDS:

- Monthly Pricing: \$xxxx per field for twice a week for 2 hours each day the field is booked
- Hourly Pricing: \$xx per field per hour
- Available Discounts: All local Santa Fe Springs residence will be eligible for a 25% discount on all published rates

ALL PRICING WILL BE CONFIRMED ACCORDING TO THE MARKET PRICE AGREED

ROUTINE PARK MAINTENANCE:

ZT Parks will take full ownership of maintenance of areas of the Little Lake Park within the fenced area as part of this engagement.

The ZT Parks maintenance program will include ensuring all fields are fully prepared to be in pristine condition for conducting scheduled team practices and tournament games.

This includes carrying out needed repairs to the turf or maintaining the dirt and ensuring grass on the outfield is professionally groomed for every scheduled tournament.

Additionally, keeping in consideration the current Covid-19 pandemic, as well as to ensure highlevels of regular hygiene is maintained, ZT Parks will implement a sanitation regiment that ensures parks are always safe to use by teams and public alike.

Finally, carrying out all routine repairs needed due to wear caused by regular use of the fields and other facilities at the park will be part of ZT Parks' routine maintenance program.

PARK PUBLIC USE:

ZT Parks intends to make one big field at the Little Lake Park available for public use free of charge to Santa Fe Springs residents Monday through Friday, from 9 AM up until 5 PM every day.

FREE SUMMER CAMPS:

ZT Parks will organize two coaching clinics – in Spanish and English – in the summer months for budding local baseball youth talent around the Santa Fe Springs community, free of cost. ZT Parks will also ensure that the K-12 schools and community organizations closest to the park receive information about ZT Parks' free baseball and softball youth clinics.

These coaching clinics will be 3-day long with 2–3-hour long sessions each day of the camp and will operate from 9 AM – 12 PM. Additional details regarding scheduling will be published and released closer to the summer months.

ECONOMIC BENEFITS OF OUR PROPOSAL:

Whereas there are considerable direct benefits in the form of capital improvement expenditure and creation of revenue through gate fees, concession stand sales and field rental income that will be realized with the execution of this proposal, ZT Parks believes there are considerable indirect positive externalities that will be generated as a result of incoming foot traffic that greatly enhance the overall value proposition presented in our proposal.

We estimate that as ZT Parks brings tournaments to the Little Lake Park, we will see an influx of new spending as players, coaches, their families, and other community residents start visiting the park. With a target to organize 4 two-day tournaments every weekend and with 7 teams participating in each tournament with 10 players per team, the potential number of players visiting the park on each day of weekend (Satruday and Sunday) is 280. Over two days the total number of repeat playing members of all teams comes out to 560 players every weekend.

Along with the players about 2 coaches per team on average means there will be an estimated 56 coaches visitng the park every day of the weekend along with participating teams. For both days of the weekend together that number comes out to 112 coaches who visit the park every weekend. We also anticipate that at the bare minimum players at this level of youth baseball will be accompanied by 2 parents per player per team each day of the weekend. That brings the population of player families visiting the fields for tournaments to 560 per day of the weekend and about 1120 repeat visitors to the park acrosss the entire weekend.

When we add all of those people visiting the park over the entire weekend the potential number of total visitors to the park is 1792 based on the assumptions stated above. To be conservative with our estimates we believe we should have a good chance at bringing 1500 people to the parks every weekend.

With all this foot traffic, we anticipate that visiting team players and their families will likely have to book hotels for a night stay so they can remain in the park vicinity for the two days of the weekend to avoid any delays and unforseen issues in their participation of the tournament. Hotel stays at an average in the area are about \$100 per night.

In addition to that, parents and players will buy at least 2 meals a day. We can anticipate that a single meal from a fast-food restaurant will cost about \$5 per person at the bare minimum which computes to \$60 spent over the weekend on meals for a 3-person visiting family. We can also anticipate families spending about \$10 at the concession stand per day which brings the total spend on concession stand spending to \$20 per weekend per family on average.

When we put together all the anticipated spending, we see each 3-member family spending \$180 per weekend – which is \$60 per person per weekend. It is important to note here that this number does not consider any spending by the coaches. Because the spending may also vary by family and that some families may choose to travel to the park each day instead of staying overnight, we assume a conservative estimate of \$50 worth of spending per person per weekend.

Finally, all money spent in the local economy has the potential to generate additional externalities as the cash spent by families revolves in the local economy. We assume a conservative economic multiplier estimate to be 2.5 times of each dollar spent. All these assumptions when put together, generate more than \$8 million for the local economy of the city in total economic benefit per our estimations annually.

WEEKENDS	6
ESTIMATED TRAFFIC	1500 PEOPLE/WEEKEND
ESTIMATED WEEKEND TOURNAMENTS	45 WEEKENDS
ESTIMATED LOCAL SPEND	\$50/PERSON
ECONOMIC MULTIPLIER	2.5

\$8.437 MILLION



BENEFITS TO SANTA FE SPRINGS:

While there are considerable economic benefits to the community overall, Santa Fe Springs administration and the city in general also stand to benefit greatly as part of our proposal. These benefits include:

- a. Relief from maintenance costs for the grounds leased to ZT Parks;
- b. A share of the revenue generated by ZT Parks; (Projected 1% of Gross)
- c. Increased community utilization of the Park;
- d. Improved facilities at the Park; and
- e. Economic impact from inbound traveling teams.

WHAT ZT PARKS NEEDS FROM SANTA FE SPRINGS:

At this time, ZT Parks does not anticipate having a specific need or any deliverables from Santa Fe Springs that will restrict it from performing the scope of services as outlined in this proposal, upon successful approval of our bid.

However, ZT Parks management will be working closely with the Santa Fe Springs administration, as needed, to obtain the necessary permits for identified improvement initiatives, getting access to tournament scheduling platform and acquiring details to ensure routine transfer of Santa Fe Springs dues relating to revenue generated from gate fees, concession stand sales and field rentals along with any other needs requiring Santa Fe Springs administration assistance and collaboration that crop up from time to time.



SECTION III

PRICING:

REVENUE SHARE MODEL:

ZT Parks will operate on a 1% flat commission rate as the share of revenue for Santa Fe Springs which will be calculated at the gross income level once ZT Parks has closed its financials for its fiscal year ending on December 31 of every year and all dues will be paid to Santa Fe Springs by January 31 of the following year.



RENTAL RATE:

ZT Parks believes that the capital investments its planning to make to rehabilitate the park, the positive externalities generated through the various economic benefits to the county as a result of filling the fields with players and spectators alike – specially in tournaments over the weekends – and reducing county expenses to manage and maintain these fields to a bare minimum that for its use of the park to deliver services as described in the scope, ZT Parks feels confident proposing no field rental for its use of the fields to be paid to the county with a long term leasing agreement.

SECTION IV

OUR HISTORY AND BACKGROUND:

ZT PARKS OVERVIEW:

ZT Parks was formed in 2020 by its principal officers, Taseer Badar, Darren Larson and Mohsin Malik. The vision for ZT Parks is to obtain access to baseball parks across Texas and provide baseball tournaments at these parks.

The ZT Parks ambition is in fact not just limited to Santa Fe Springs but envisions an expansion strategy that spans across California and potentially scale and grow nationally with proven model of success. Our philosophy from a baseball parks perspective is very similar to our corporate philosophy which is to:

PROFESSIONALIZE > SCALE > GROW

We see a potential opportunity from a corporate perspective where there is shortage of quality fields that can host professional and high-quality youth baseball and softball tournaments. Partnering with Darren Larson has helped us identify a niche market and a perfect relationship to grow this business.

With access to the support and backing of our corporate entity we feel appropriately situated and confident in fulfilling our mission to professionalize the industry of baseball fields and bring access to more youth that are yet underserved.

If the opportunity arises, we look forward to working with the city on other potential fields subject to considerations arising from due diligence on target locations. Lille Lake Park is a perfect fit for us as we know we have the right mix of team to not just rehabilitate the park but also fill it with regular tournaments.



ZT PARKS ORGANIZATION CHART:





ZT CORPORATE OVERVIEW:

ZT Corporate is a firm of operationally oriented entrepreneurs dedicated to developing and growing income-producing lower-middle market companies. Our focus is on creating value with our business partners by investing in inefficient markets where creativity, hard work, and disciplined risk-taking can generate exceptional returns for the benefit of all stakeholders.

Over the years, the company has diversified from owned and operated healthcare ventures to professionally managed car dealerships, franchise restaurants, and real estate. What has not changed is the company's unrelenting commitment to client satisfaction and dedication to working closely with operations to deliver results. ZT offers both wealth management and private equity direct investment opportunities to accredited investors, institutions, and family offices.

Chairman and CEO Taseer Badar began his career in the wealth management industry in New York City, but he found something was lacking. He envisioned a firm that offered investment opportunities in owner-operator entities, as well as a culture that embraced the values ZT has come to exemplify.

Since beginning in 1997, ZT Corporate has focused on developing robust client relationships, utilizing innovative strategies, and delivering personalized attention to clients. As we look toward the future, we remain committed to improving the investment experience for our clients. We do have a corporate office in Beverly Hills, California that was opened earlier this year.

PERFECT GAME OVERVIEW:

Perfect Game is the world's largest elite youth baseball and softball platform and scouting service, producing over 1,400 tournaments and showcases each year across the country.

Perfect Game is dedicated to giving amateur players exposure to take their game to the next level, whether that be in college or in the professional ranks. At Perfect Game events, players are performing with top-level competition in front of college recruiters and professional scouts from all over the country.

Because of this, these events prove to be invaluable to the college coaches as well as Major League Baseball, as they can scout a large population of talented ballplayers in one location. To date, more than 1,400 players that have played in a Perfect Game event have also played in Major League Baseball.

Since 2003, 12,776 Perfect Game alumni have been selected in the MLB First-Year Amateur Player Draft. In the 2020 Draft, for example, 93 percent of all players selected had played in Perfect Game events, and all but one player selected on the Draft's first day had previously attended Perfect Game events.

And in the 2019 College World Series, every player on the roster of national champion Vanderbilt and all but one on the runner-up Michigan roster had played in a Perfect Game event.

PROJECT TEAM ORGANIZATION:

NAME	ROLE	RESPONSIBILITIES
Taseer Badar	President & CEO	Provide executive oversight,
		project leadership and financial sponsorship
Mohsin Malik	VP, Operations	Supervise and liaison between all functions involved in delivering scope of this contract
Darren Larsen	VP, Tournaments	Bring tournament and teams to the park and manage park improvement and maintenance



ZT PARKS OWNERSHIP STRUCTURE:

ZT Parks is part of ZT Corporate's sports business which is consolidated under ZT Corporate's 'ZT Athletic' brand – which has its own GP and operating LLC entity that together hold ownership interest in ZT Parks along with minority owner Darren Larson as shown in the ownership structure below:

INDIVIDUAL/ENTITY	OWNERSHIP PERCENTAGE
ZT Athletics GP	1%
ZT Athletics LLC	79%
Darren Larson	20%

ZT PARKS DATE OF FORMATION:

ZT Parks, LP, was formed on 10/29/2020.

ZT Wealth, LLC Consolidated Balance Sheet As at June 30, 2020

Consolidated (\$)

ASSETS	
Current Assets	
Cash and Cash Equivalents	719,478
Accounts Receivable - Net	4,881,010
Investments	6,369,270
Intercompany Loans - Due from	11,055,570
Other Current Assets	8,521,171
Total Current Assets	31,546,498
Fixed Assets	3,295,404
Total Assets	34,841,902
LIABILITIES AND PARTNERS' CAPITAL	
Current Liabilities	
Accounts Payable	1,817,065
Other Current Liability	2,425,384
Credit Cards	180,532
Intercompany Loans - Due to	5,325,296
Total Current Liabilities	9,748,277
Long Term Liabilities	
Long Term Liabilities - Net	10,117,714
Total Long Term Liabilities	10,117,714
Partners' Capital	14.975,911
Total Liabilities and Partners' Capital	34,841,902

Please note that the enclosed financials have been prepared on accrual basis and represent a consolidation of entities owned by ZT Wealth dba ZT Corporate. These are interim financials subject to changes including year-end accounting entries and tax adjustments / eliminations. However, as of the reporting date for enclosed financials, these do represent up-to-date financial position of the company as per accounting books.

ZT Wealth, LLC Consolidated Statement of Income For the Period Ended June 30, 2020

	Consolidated (\$)
Revenues	9,793,393
Operating Expenses	
Rent Expense	490.768
Gen & Admin Expenses	605,746
Marketing Expenses	545,770
Management Fee Expenses	(0)
Professional Fees	2,179,223
Taxes	23,691
Salaries and Benefits	2,253,225
Amortization & Depreciation Expense	37,096
Total Operating Expenses	6,135,519
Operating Income	3,657,875
Other Income/(Expense)	
Other Income	61,748
Other Expense	(305,980)
Total Other Income/(Expense)	(244,232)
Net Income	3,413,643

Please note that the enclosed financials have been prepared on accrual basis and represent a consolidation of entities owned by ZT Wealth dba ZT Corporate. These are interim financials subject to changes including year-end accounting entries and tax adjustments / eliminations. However, as of the reporting date for enclosed financials, these do represent up-to-date financial position of the company as per accounting books.

SECTION V

LEGAL DOCUMENTS:

TERMS OF LEASE

August, 2021

Re: Proposed lease terms of Little Lake Park (the "Park")

The purpose of this Terms of Lease is to set forth certain general terms of the lease of the Park between ZT Parks, LP (the "Lessee") and Santa Fe Springs (the "Lessor") that Lessee is proposing in connection with its proposal here within.

Little Lake Park for Santa Fe Springs (the "Premises")
Twenty-year term
October 1 st , 2021
Lessee, if not in default, shall be entitled to renew the lease for an addition five-year term at the same terms.
1% gross revenue paid annually to Lessor
Lessee responsible for all operating and maintenance expenses of the Premises other than Electricity and Water bill.
Youth baseball and softball practice and tournaments
At least one field will be made available to the general public Monday to Friday from 9 A.M to 5 P.M.
Facility improvements including:
 Providing artificial turf for the infield portions of the ball fields (making them available even during rainy weather); Making improvements to the dugouts and scoreboards. Providing shade cover for the existing spectator seating. Making improvements to the restrooms. Making improvements to the concession stands. Fencing off the baseball fields so they may be available to ticketed spectators only during scheduled programming. Adding additional lights to the field Potentially adding more parking if necessary Lessee will also be carrying out routine park maintenance and scheduling baseball/softball tournaments.

Q&A QUESTIONNAIRE:

- Questionnaire 1. Has your organization been in business under its present name for at least five (5) years?
 - A new entity was created last year for a similar purpose to this RFP. ZT has been involved in the baseball community for the last 4 years and has built a reputation within the community. We are also built a 14,000 sqft indoor facility under Elite Academy to provide access to the community at reasonable prices, in Texas and plan to do the same for our local community in California.
- Questionnaire 2. List the major projects your organization has in progress, giving the name and location of project, and the nature of the type of services you are providing.
 - Elite Academy Indoor baseball facility. 4545 Brittmoore Rd, Houston, TX 77041. This will be an 14,000 sqft indoor baseball facility which is currently operational. This is a state-of-the-art facility, fully turfed, netted which includes 8 baseball tunnels & sports and agility training.
- Questionnaire 3. List five (5) similar projects as the one specified in this RFP that your organization has completed over the last five (5) years. For each project, provide the name, nature of the project/function, location, cost, completion date, and owner.
 - The RAC 33703 Betka Rd, Waller, TX 77484. Darren Larson is the owner of these baseball fields. Has 6 fields which have infield turf put on there. The function of this park is to provide tournaments to youth baseball teams. Was completed in 2018.
 - Pep Mueller Park Similar to this RFP. Was awarded to ZT parks in June 2021. We are currently under construction at this park and will be fully operational in October 2021.
- Questionnaire 4. Describe your organization's concepts for working in a team relationship with the owner and user groups during the project.
 - Our organization will be working with Perfect Game USA to provide baseball tournaments to these ball parks available on the weekends.
 - We will be providing camps on an annual basis with potential MLB players at the ballpark
 - We will work with different organizations during the week to provide access to these teams to baseball fields

SECTION VI

SAMPLE MARKETING COLLATERAL:



CLUB LEVEL BENEFITS

- All ZT teams receive same access to club perks
- 501(c)(3) non profit club increased fundraising and sponsorship opportunities
- Wilson family brand discount (Wilson, EvoShield, DeMarini, Louisville Slugger)

STATES WE ARE IN: Arizona, California, Louisiana, Nevada, and Texas

NUMBER OF TEAMS UNDER OUR ORGANIZATION: 90+

ZTBASEBALL.COM

INFO@ZTBASEBALL.COM

Social Media

· Travel

41

and the second second

Fan Gear Stores

· Full service back office support

PLAYER BENEFITS

Accounting

· Uniforms

- · Emphasis on player development
- Increased showcasing opportunities
- Take your game to the next level

PERFECT GAME PROVIDES THE FOLLOWING: Collaborate with MLB and various other baseball and softball partners to help the games grow Create citizen and visitor engagement opportunities Allow host communities to share a strong tourism partnership Highlight best in class destination, facilities and venues · Allow local team participation in order to be ambassadors for communities • Welcome the wide variety of visitors to the host community The opportunity to partner within sports, tourism and economic development Mission: Promote the game of baseball now and in the future by hosting the highest quality amateur events while providing meaningful opportunities and information to players, families, MLB organizations, college coaches, fans and communities.



42







2021 Perfect Game Baseball Championship Series (BCS)

The Perfect Game Baseball Championship Series (BCS) ranges in history from the 7th Annual to the 16th Annual signature events. The BCS ages range from 10U-18U and the proposed dates range from June 12–July 26, 2021.

- Average of 15 players per team
- Average 2 coaches per team
- 11U-12U: 50x70 fields 275 feet fences
- 13U-18U: 60x90 fields 315 feet fences down the line & more to centerfield

The direct spending of each event ranges from \$210,000.00 to \$2.6 million.

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SANTA FE SPRINGS DISCUSSION POINTS



ZT CORPORATE – Invested Nationally

Focused on investments in Healthcare, Automotive, Financial Services & Sports.



ZT CORPORATE ECOSYSTEM





EXTRA PARKING

Current parking spots are 219 at the park.

We are projecting to have around 750 ppl per day. This will be throughout the day and NOT at one time. Sunday will be less as its knockout Sunday for the most part. Games are at different times. At one time we expect 14-16 teams MAX to be at the park which is approximately 150-180 cars. I do feel this will be sufficient with what we currently have but we are open to adding more parking. Willing to listen to options from the city of Santa Fe Springs.



EXTRA PARKING OPTIONS

1. Removal of Coin Based Batting Cages. These are hardly used, and these are extremely old. We can demo this down and use that space for additional parking spaces. We can concrete that area and put additional parking which will be more than sufficient for our needs.

2. Add additional Parking spots where the city will allow us to concrete in grass areas for a parking lot or assist us on it if they require that. In our educated opinion, the current parking is enough if both parking areas are used.

3. We are open to working with the local community on using parking lots that won't be occupied over the weekend. We will only need parking spaces if needed over the weekend only. Mid week will be totally fine as it will not be as busy at all compared to the weekends.

COMMUNITY ASSISTANCE

- We do plan on providing more opportunities to the local community. We will assist with keeping one field open for public use during the week for community use.
- We want to try and provide more business to local vendors and use them as our preferred vendors where possible.
- ZT is willing to provide 1 2 weekend slots to the city to hold any events they wish, and we can
 assist them with holding these events for fund raising purposes.
- We are open to holding our own tournament perhaps twice a year we can give them a share of our profits from the concession and give back to the community in support of the city.
- We are open to helping the local community where necessary.



PARK INVESTMENT

ZT is committed to this project and providing quality baseball fields in California. We do plan on having regular tournaments, averaging approximately 45 weekends in the year which Perfect Game (Biggest tournament governing body) will host these tournaments.

Local teams around the area are welcome to attend and play within these tournaments that are scheduled.

We will be investing into the upgrades of the park. We are currently engaging into an architect to give us preliminary work on this so we can have an open discussion on what we would like to do and request for approval.

We are prepared to invest into the upgrades of the field as long as we are given a long-term contract for the park.

There are still many aspects of the park that are in complete. Lighting will be completed, and we will be redesigning the fields accordingly to ensure we use the space provided to us to its best use.

We will take responsibility of anything inside the fences that we agree upon which is baseball related.

WALK WAY

We plan on putting a walkway outside of the fences of the baseball park so the families who have been using the park will still have access to walk around the park. They will still have to the rest of the park other than the baseball fields which will be fenced off accordingly.

We are more than open for suggestions from the city on their thoughts on this.

CONCLUSION

- Committed to working with the city on possible
- Revenue share to the city of 1% from gross annually.
- We will have to work on how much the cost will be to redevelop the park. Work in Progress.
- We are open to spending more than what is presented in our RFP if given a longer-term contract.
- We will work with the city on Parking and find a place for additional parking with the city
- Walkways will be added per request of the city
- We will support the local community as much as we can.



City of Santa Fe Springs



City Council Meeting

June 7, 2022

APPOINTMENTS TO COMMITTEES AND COMMISSIONS			
Committee	Vacancies	Councilmember	
Historical & Preservation	2	Mora	
Historical & Preservation	1	Zamora	
Historical & Preservation	1	Rodriguez	
Historical & Preservation	4	Martin	
Family & Human Svcs	1	Mora	
Family & Human Svcs	1	Rodriguez	
Parks & Recreation	2	Zamora	
Parks & Recreation	2	Sarno	
Senior	3	Mora	
Senior	2	Zamora	
Senior	1	Rodriguez	
Senior	4	Martin	
Youth Leadership Committee	2	Mora	
Youth Leadership Committee	3	Zamora	
Youth Leadership Committee	1	Martin	
Traffic Commission	1	Mora	

Applications Received:

Recent Actions: Mary Anderson was removed from the Parks & Recreation Committee, Hilda Zamora resigned from the Family & Human Services Committee. Hilda Zamora was appointed to the Senior Advisory Committee.

Raymond R. Cruz City Manager

<u>Attachment(s):</u> 1. Prospective Members 2. Committee Lists

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Advisory

Sister City

Traffic Commission

Youth Leadership

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

Meets the fourth Wednesday of each month
9:30 a.m., Library Community Room
Qualifications: 18 Years of age, reside or active in the City
Membership: 20 Residents appointed by City Council
Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Vacant Guadalupe Placensia Irma Huitron Vacant	
Zamora	Vacant AJ Hayes Hilda Zamora* Stella Valenzuela	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Sally Gaitan	
Rodriguez	Elena Lopez (Boca)* Vacant Mark Scoggins Gloria Maghame	
Martin	Vacant Vacant Vacant Vacant	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

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

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva*	
	Vacant	
	Miriam Herrera	
Zamora	Gaby Garcia	
	Christina J. Colon	
	Gilbert Aguirre	
Sarno	Dolores Duran	
	Janie Aguirre	
	Peggy Radoumis	
Rodriguez	Shamsher Bhandari	
	Elena Lopez (Boca)*	
	Vacant	
Martin	Dolores Romero	
	Laurie Rios*	
	Bonnie Fox	

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	AJ Hayes	
Sarno	William K. Rounds*	
Rodriguez	Francis Carbajal*	
Martin	Laurie Rios*	

Committee Representatives

Miriam Herrera Hilda Zamora* Gabriel Jimenez Debbie Baker
Annette Rodriguez
Vacant
Ray Cruz
Maricela Balderas Wayne Morrell

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 6:30 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Jimmy Mendoza Vacant Vacant	
Sarno	Vacant Vacant Jeannette Lizarraga Dani Cook Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Martin	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger William K. Rounds*	

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 DEC 31, 2022
Council	Angel Munoz	
	Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernande	Z

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m., Council Chambers Qualifications: 18 Years of age, reside or active in the City Membership: 5

APPOINTED BY	NAME
Mora	Mark Fresquez
mora	Mark 1105quoz
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Kounguez	Trancis Carbajar
Martin	William K. Rounds*
Zamora	Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25 Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura Astrid Shesterkin Vacant Vacant Vacant	
Zamora	Hilda Zamora* Elena Lopez (Boca)* Josefina Lara Vacant Vacant	
Sarno	Sally Gaitan Bonnie Fox Gilbert Aguirre Lorena Huitron Janie Aguirre	
Rodriguez	Yoko Nakamura Linda Vallejo Hilda Zamora* Martha Villanueva* Nancy Krueger	
Martin	Dolores Duran Vacant Vacant Vacant Vacant	

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership:5Qualifications:18 Years of age, reside or active in the City

APPOINTED BY	NAME
Mora	Vacant
Sarno	Johana Coca
Rodriguez	Felix Miranda
Martin	Linda Vallejo
Zamora	Christina J. Colon

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe SpringsMembership:20Council Liaison:Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Kharisma Ruiz	
	Jilliana Casillas	
	Vacant	
	Vacant	
_		
Zamora	Joseph Casillas	
	Vacant	
	Vacant	
	Vacant	
Sarno	Abraham Walters	
	Aaron D. Doss	
	Valerie Bojorquez	
	Maya Mercado-Garcia	
Rodriguez	Jasmine Rodriguez	
	Angelique Duque	
	Felix Miranda Jr.	
	Zulema Gamboa	
Martin	Vacant	
	Isaac Aguilar	
	Andrew Bojorquez	
	Alan Avalos	