



AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY WATER UTILITY AUTHORITY HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

October 18, 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

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

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 the City Clerk's Office 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 Council meeting.

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

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

City of Santa Fe Springs

Regular Meetings

October 18, 2022

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PRESENTATIONS**

- a. Retirement Recognition for Jean Madrid, Program Coordinator (Community Services)
- b. Presentation and Recognition of Young Marines for Being a Role Model and Advocate for Living a Healthy and Drug Free Lifestyle (Council)

6. **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 (3) minutes unless otherwise specified by the Mayor.*

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. Minutes of the August 16, 2022 and September 20, 2022 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

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 Water Utility Authority.

- a. Minutes of the August 16, 2022 and September 20, 2022 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the August 16, 2022 and September 20, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

10. 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 August 16, 2022 and September 20, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

11. 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. Minutes of the August 16, 2022 and September 20, 2022 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9825:
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. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9826:
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. Residential Street Improvements Slurry Seal 2022 – Award of Contract (Public Works)

Recommendation:

- Appropriate an additional \$490,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Residential Street Improvements Slurry Seal 2022 Project account (PW 220008);
- Transfer Funds from Slurry Seal Programs, from years 2023 (PW 230001), and 2024 (PW 240001) to Residential Street Improvements Slurry Seal 2022 Project account (PW 220008);
- Accept the bids; and
- Award a contract to Doug Martin Contracting Company, Inc. of La Habra, in the amount of \$605,810.82.

- e. Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to R.J. Noble Company of Orange, California, for \$39,479.00(Less 5% Retention) for the subject project.

- f. Proposition A Discretionary Incentive Grant Program-Approval of Memorandum of Understanding (Public Works)

Recommendation:

- Authorize the Mayor to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA).

- g. Little Lake Park Parking Lot Improvements – Rejection of All Bids (Public Works)

Recommendation:

- Reject all of the bids submitted for the Little Lake Park Parking Lot Improvements project;
- Authorize the City Engineer to execute a task order to Coory Engineering of Orange, California in the amount of \$30,000 to redesign the Little Lake Park Parking Lot Improvements project specifically to reduce the cost and scope of the work.

h. Approval of First Amendment to Investment Advisory Agreement with PFM Asset Management LLC (Finance)

Recommendation:

- Approve the First Amendment to Investment Advisory Agreement with PFM Asset Management LLC.
- Authorize the City Manager to execute the Agreement.

NEW BUSINESS

12. Amendment Number Three to the Exclusive Negotiating Agreement Between the City and Westland Industries Inc. for the Development of Real Property Owned by the City (APN # 8009-007-930, southwest corner of Norwalk Boulevard and Telegraph Road) (Planning)

Recommendation:

- Approve Amendment Number Three between the City and Westland Industries, Inc. to extend the Negotiation Period through May 16, 2023; and
- Authorize the Mayor or designee to execute Amendment Number Three.

13. Municipal Services Yard Warehouse and Administration Office Roof Replacement – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

14. Purchase New Light Emitting Diodes (LED) Streetlights for City Street Light Poles (Public Works)

Recommendation:

- Issue a Purchase Order to West-Lite Supply Company, Inc. in the amount of \$116,523.80; and
- Authorize the Director of Purchasing to execute the Purchase Order.

15. Review of Traffic Concerns at Orr & Day Road and Whiteland Street (Public Works)

Recommendation:

- Receive and File.

16. **CITY MANAGER’S AND EXECUTIVE TEAM REPORTS**

17. **COUNCIL COMMENTS**

City of Santa Fe Springs

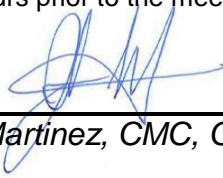
Regular Meetings

October 18, 2022

18.

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.



Janet Martinez, CMC, City Clerk

October 13, 2022

Date Posted



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5A

October 18, 2022

PRESENTATION

Presentation to Jean Madrid upon her Retirement

RECOMMENDATION

- Recognize Jean Madrid's 45 years of service to the Community of Santa Fe Springs.

BACKGROUND

Jean Madrid retired from service to the City of Santa Fe Springs on Friday, September 30, 2022. Ms. Madrid has been invited to the Council meeting to be recognized for her 45 years of service to the community.

Ms. Madrid worked for the Department of Community Services for 45 years. Jean started with the City in May of 1977 as a part-time Recreation Attendant and became full-time in 1988 as a Program Coordinator in Recreation. Through the years, Jean worked with many employees throughout the organization having held roles in all areas of Parks and Recreation, Heritage Park, Social Services and Family and Human Services.

She decided to pursue this field because she loved working with the public and wanted to make a difference in people's lives. During her years of service, Ms. Madrid endeavored to provide excellent customer service to staff and the community. In addition, she learned that over time, things change, but if you love what you do, you'll always grow. She was instrumental in countless programs, including the original Stargaze Concerts, City Parades, Fiestas Patrias and recent City-wide events like Art Fest. Tonight, we would like to thank Ms. Madrid for her 45 years of service to the community and the City of Santa Fe Springs.

The Mayor may wish to call upon Ed Ramirez, Family and Human Services Manager to assist with the presentation.

Raymond R. Cruz
City Manager

FOR ITEM NO. 7A
PLEASE SEE ITEM NO. 11A



CONSENT AGENDA

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 9/30/2022

None

Outstanding principal at 9/30/2022

\$37,857,128

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

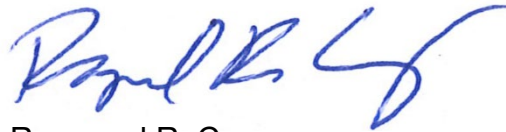
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.



Raymond R. Cruz
City Manager/Executive Director

FOR ITEM NO. 8A
PLEASE SEE ITEM NO. 11A



CONSENT AGENDA

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 9/30/2022

None

Outstanding principal at 9/30/2022

\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 9/30/2022

None

Outstanding principal at 9/30/2022

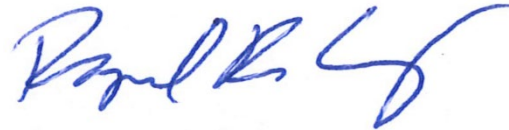
\$820,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.



Raymond R. Cruz
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 8C

October 18, 2022

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of current active water projects.

Water Well No. 2 Assessment Status Update

Constructed in 1963, Water Well No. 2 has been inactive since 2006 due to a change in water quality requirements from the State Water Board. The assessment confirmed only one contaminant, and provided two scenarios for treatment. Water Well No. 2 was found to be structurally and hydrologically sound and in good condition. Staff has begun preparing the well site so that a water treatment system can be installed. To prepare the site for a water treatment system, which consists of large vessels containing oxidizing media, the hydro-pneumatic surge tank was removed along with associated piping. Staff is looking into updated motor controls, including a Variable Frequency Drive (VFD) for efficient pump operation, as well as a sand separator to prevent fouling of the treatment system.

INFRASTRUCTURE IMPACT

A comprehensive assessment of Water Well No. 2 has provided City staff with the information needed to determine that the water well can be rehabilitated and minimal treatment is necessary to meet all drinking water standards. This project has the very likely potential to allow the City to deliver high-quality groundwater and reduce the City's dependence on costly imported water from the Metropolitan Water District of Southern California.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: October 13, 2022

FOR ITEM NO. 9
PLEASE SEE ITEM NO. 11A

FOR ITEM NO. 10
PLEASE SEE ITEM NO. 11A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11A

October 18, 2022

CONSENT AGENDA

Minutes of the August 16, 2022 and September 20, 2022 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- Regular City Council Meeting of August 16, 2022
- Regular City Council Meeting of September 20, 2022

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

1. August 16, 2022 Regular Meeting Minutes
2. September 20, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

August 16, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:00 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. **INVOCATION**

Councilmember Mora led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Boy Scout Troop 5530 and Cub Scout Pack 553 led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

The following individuals spoke during public comment: Jeff Gutierrez

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. Minutes of the June 21, 2022 and July 19, 2022 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

It was moved by Council Member Sarno, seconded by Mayor Pro tem Rodriguez, to approve Item Nos. 6A and 6B, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

WATER UTILITY AUTHORITY

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 Water Utility Authority.

- a. Minutes of the June 21, 2022 and July 19, 2022 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

It was moved by Councilmember Mora, seconded by Councilmember Sarno, to approve Item Nos. 7A through 7C, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the June 21, 2022 and July 19, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Martin, seconded by Councilmember Sarno, to approve the minutes as submitted, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

SUCCESSOR AGENCY

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 Successor Agency.

Minutes of the June 21, 2022 and July 19, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

CITY COUNCIL

10. 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. Minutes of the June 21, 2022 and July 19, 2022 Special and Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9810:
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. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9814:
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. Request for Out-of-State Travel to Attend the 2022 NEOGOV Connect Conference (Finance)

Recommendation:

- Approve out-of-state travel for the Human Resources Analyst and Human Resources Specialist to attend the 2022 NEOGOV Connect Conference in Las Vegas, NV.

It was moved by Councilmember Mora, seconded by Mayor Pro Tem Zamora, to approve Item Nos. 10A through 10D, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

NEW BUSINESS

11. Authorize the Implementation of the Home Security Camera Rebate Program (Police Services)

Recommendation:

- Authorize the Implementation of the Home Security Camera Rebate Program; and
- Appropriate \$10,000 from the City's General Fund Reserve to Activity 10102229 within the Police Services Budget.

Council discussed the need for this program as requested by residents, and inquired about the cost. Director of Police Services, Dino Torres answered that it costs approximately \$65,000 a year to lease twenty cameras. City Manager, Raymond R. Cruz provided comparisons to other cities that have implemented similar programs, and spoke about current systems and pending projects related to security systems throughout the City. City Attorney, Ivy M. Tsai clarified the direction provided by Council.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to create an ad hoc committee consisting of the Mayor and Mayor Pro Tem, to work alongside the Director of Police Services to finalize details of the camera program to be brought back at the next council meeting, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

12. Purchase of One (1) 2022 New/Unused F-750 Mechanics Truck from Rush Truck Centers (Finance)

Recommendation:

- Accept the bid;
- Appropriate \$57,000 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$196,980.73 to Rush Truck Centers.

Director of Purchasing Services, Paul Martinez provided a brief presentation on Item No. 12.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to accept the bid, appropriate \$57,000 from the general equipment replacement fund to fully fund this vehicle purchase, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$196,980.73 to Rush Truck Centers, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

13. Purchase of Two (2) New/Unused 2023 Ford Explorer Police Service Officer Vehicles from Fairway Ford (Finance)

Recommendation:

- Authorize the purchase of two (2) Ford Explorer PSO vehicles from Fairway Ford; and
- Appropriate \$4,600.00 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order to Fairway Ford in the amount of \$104,537.24.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to authorize the purchase of two (2) Ford Explorer PSO Vehicles from Fairway Ford, and appropriate \$4,600.00 from the general equipment replacement fund to fully fund this vehicle purchase, and authorize the Director of Purchasing Services to issue a purchase order to Fairway Ford in the amount of \$104,537.24, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

14. Purchase of Rotary Four Post Surface Lift from Vehicle Services Group, LLC by Piggybacking Off NASPO ValuePoint Cooperative Contract No.05316/7-19-99-37-05 (Finance)

Recommendation:

- Purchase of one four post surface lift by awarding an order to Vehicle Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No.05316/7-19-99-37-05
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$28,486.83 to Vehicle Services Group, LLC.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to purchase of one four post surface lift by awarding an order to vehicle Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No.05316/7-19-99-37-05, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$28,486.83 to Vehicle Services Group, LLC, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

15. Purchase of Rotary Portable Six Column Lift from Vehicle Services Group, LLC by Piggybacking Off NASPO ValuePoint Cooperative Contract No.05316/7-19-99-37-05 (Finance)

Recommendation:

- Purchase of portable six column lift by awarding an order to Vehicle

Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No.05316/7-19-99-37-05

- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$81,745.53 to Vehicle Services Group, LLC.

It was moved by Mayor Pro Zamora, seconded by Councilmember Sarno, to purchase of portable six column lift by awarding an order to Vehicle Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No. 05316/7-19-99-37-05, authorize the Director of Purchasing Services to issue a purchase order in the amount of \$81, 745.53 to Vehicle Services Group, LLC, by the following vote:

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

16. Residential Street Improvements Slurry Seal 2022 – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

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

17. Activity Center Haunted House Assembly of Temporary Walls and 2022 Haunted House Event (Community Services)

Recommendation:

- Appropriate an additional \$12,800 from the general fund to the Parks Contractual Services Account;
- Accept the bids;
- Award a contract to Calderon Built, Inc., in the amount of \$52,800.

Parks and Recreation Services Manager, Gus Hernandez provided a brief presentation on Item No. 17.

Council inquired about the length of the event, price difference between using City staff versus a contractor, and volunteer members for the haunted house. City Manager, Raymond Cruz gave Council a price comparison if they chose to hire the proposed contractor. Council deliberated on what activities to keep and directed staff to eliminate the haunted house this year and establish a not to exceed amount of \$25,000. City Attorney, Ivy M. Tsai clarified that the motion was to not move forward with this contract, and directed staff to bring back Halloween options within an amount of \$25,000. Councilmember Martin made a motion to approve the direction given to staff, seconded by Mayor Pro Tem Zamora, approved by the following vote:

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

18. PRESENTATIONS

- a. Proclamation declaring September 9, 2022 as the Fiestas Patrias Cultural Celebration in the City of Santa Fe Springs (Community Services)
- b. Proclamation declaring the Month of September as “National Senior Center Month” in the City of Santa Fe Springs (Community Services)

19. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about attending the 2022 SFS Chamber Annual Board Workshop in Temecula last week, and about the League of California Cities group for sales tax monthly meeting.
- Director of Public Works, Noe Negrete provided an update on several of Public Works projects: 1. Water Well No. 2, 2. Pioneer Boulevard Improvements - Cross Gutters, and the Pioneer Boulevard Improvements on the residential sidewalks.
- Director of Planning, Wayne M. Morrell spoke about the Aloha Festival and noted that his department was able to work with all the issues for the approval of the permits for the following year’s event. He noted that social media there were several concerns expressed about fees and other items.
- City Manager, Ray Cruz also spoke about the Lakeland and Laurel housing project and how it was covered by several media networks and recognized by Los Angeles County Supervisor Janice Hahn. It will be built to assist homeless families and veterans.
- Director of Police Services, Dino Torres spoke in regards to the National Night Out event. He spoke about the additional security that is in place for the first days of school.
- Fire Chief, Brent Hayward spoke about the McKinney Fire, and noted Santa Fe Springs firefighters are currently assisting with the fires. He estimated to have the group return as early as next week. He noted that overall in California in 2022 there have been 5,415 incidents, 198,0231 acres of fire, 4 fatalities of fire fighters and 403 structures affected. Lastly, in the September/October newsletter, the Fire-Rescue Department will be highlighted and information regarding their department will be included.
- Director of Finance, Travis Hickey provided a sales tax update.
- Director of Community Services, Maricela Balderas spoke about the end of the Summer Day Camp Program and the end of summer staff in-service training. She also provided information on the Summer Arts and Crafts Camp and Summer Concert & Movie Series at Heritage Park.

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember Mora removed Marc Fresquez from Planning Commission and appointed him to the Traffic Commission. He appointed David Ayala to the Planning Commission.

21. COUNCIL COMMENTS

Councilmember Martin acknowledged public safety for their assistance with the individual making the threat at CVS. She also acknowledged Kathy Fink for last week's chamber event.

Councilmember Mora wished the firefighters well while combating fires. He also spoke about the rotary club. He spoke about the event he missed last week due to attending the chamber event and spoke about resident Arthur Chan, a longtime resident whom passed away at 101 years old.

Councilmember Sarno thanked Director of Community Services, Maricela Balderas and Parks and Recreation Services Manager, Gus Hernandez for the summer events. He noted that his children really enjoyed them. He also acknowledged the staff that was hired to help during the events. Lastly, he wished all council candidates good luck on this year's election, emphasizing everyone wishes the best for the community.

Mayor Pro Tem Zamora spoke about last week's Parks and Recreation event, and acknowledged Mr. Hernandez for his talent as a manager. He also acknowledged the new Library Services Manager, Deborah Raia. He spoke about the water company limiting watering outdoors starting on September 26, 2022 for 15 days.

Mayor Rodriguez thanked all staff for putting together the summer programs. She noted that many residents, especially seniors, appreciate home food delivery. She noted that she will miss the summer concerts and thanked the Santa Fe Springs Women's Club for participating in the scholarship program. Lastly, she spoke about attending services for a resident by the name of Johnny Hernandez who passed away last week.

22. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 7:46 p.m. in memory of Arthur Chan and Juan "Johnny" Hernandez.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

September 20, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:03 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Martin, Mora, Sarno (arrived at 6:05 p.m.), Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: None

3. **INVOCATION**

Councilmember Martin led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Sidney Garcia and Lyrica Seabrooks from Jersey Elementary School led the Pledge of Allegiance.

Mayor Rodriguez requested for presentations to be moved up on the agenda. There was a consensus of Council to move the presentations after the pledge of allegiance.

13. **PRESENTATIONS**

- a. Introduction of New Finance and Administrative Services Employee, Administrative Assistant I, Laura Valenzuela (Finance)
- b. Proclamation – Proclaiming October 5, 2022 as “Walk to School Day” in Santa Fe Springs (Community Services)
- c. Proclamation – Proclaiming September as “National Recovery Month” in Santa Fe Springs
- d. Department of Fire-Rescue Presentation of a New Santa Fe Springs Fire-Rescue Vehicle, “Engine 84” (Fire)

5. **PUBLIC COMMENTS**

The following individuals spoke during public comment: Tim Nally, Edward Cadena, Isabel Cervantes, Fred Bastida, Stella Bastida, Marcos Garcia, Lee Squire, Dr. Linda Vallejo, Jessica Torres, and Irma Huitron (via Zoom).

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

Monthly Report on the Status of Debt Instruments Issued through the City of Santa

Fe Springs Public Financing Authority (PFA) (Finance)

Recommendation:

- Receive and file the report.

It was moved by Councilmember Martin, seconded by Councilmember Sarno, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

WATER UTILITY AUTHORITY

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 Water Utility Authority.

- a. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

- Receive and file the report.

- b. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

HOUSING SUCCESSOR

CONSENT AGENDA

8. Resolution No. HS-2022-01: Approving an Amendment to the Notice of Affordability Restrictions on Transfer of Property and as Amended, by and Between Villa Verde Housing Partners, LP, a California Limited Partnership (the "Owner"), and the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs, a Public Body, Corporate and Politic (the "Agency") for the Villa Verde Apartments (Planning)

Recommendation:

- Adopt Resolution No. HS-2022-01, approving the Amendment to the Notice of Affordability Restrictions on Transfer of Property and as Amended, by and Between Villa Verde Housing Partners, LP, a California Limited Partnership (the "Owner"), and the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs, a Public Body, Corporate and Politic (the "Agency") for the Villa Verde Apartments.
- Authorize the Mayor and or designee to execute any and all documents

deemed necessary or advisable to carry out, give effect to, and comply with the terms and intent of Resolution No. HS-2022-01, amending the Notice of Affordability on Transfer of Property, and as amended.

It was moved by Councilmember Sarno, seconded by Councilmember Mora, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

SUCCESSOR AGENCY

There were no items to be considered under the Successor Agency

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

Recommendation:

- Adopt Resolution No. 9819:
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.

- b. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No.9820:
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.

- c. Resolution No. 9821 – Updating the List of Designated Employees Required to File a Conflict of Interest Form (City Clerk)

Recommendation:

- Adopt Resolution No. 9824:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS RESCINDING RESOLUTION NO. 9693 AND ADOPTING AN UPDATED CONFLICT OF INTEREST CODE, APPLICABLE TO DESIGNATED POSITIONS FOR THE CITY, SUCCESSOR AGENCY, PUBLIC FINANCING AUTHORITY, HOUSING SUCCESSOR, AND WATER UTILITY AUTHORITY

d. Florence Avenue Underpass Storm Pump Removal & Replacement – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to Cora Constructors, Inc., of Palm Desert, California in the amount of \$210,700.00 (Less 5% Retention) for the subject project.

e. Heritage Park Train Exhibit Improvements (Paint and Refurbish Boxcar) – Final Payment) (Public Works)

Recommendation:

- Approve the Final Payment to Color New Co. of Woodland Hills, California, for \$7,500.00(Less 5% Retention) for the subject project.

f. Purchase of One (1) 2022 New/Unused Dodge Ram 5500 Stake Bed Truck from Premier CDJR of Buena Park for the Department of Fire-Rescue (Finance)

Recommendation:

- Accept the 2020 State Homeland Security Program (SHSP) funds in the amount of \$105,000
- Accept the bid from Premier CDJR of Buena Park
- Appropriate \$10,667.75 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$115,667.75 to Premier CDJR of Buena Park.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Zamora, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

PUBLIC HEARING

10. Resolution No. 9816, Approving the Issuance by the California Statewide Communities Development Authority of Exempt Facility Bonds for a Qualified Residential Project for the Villa Verde Apartments (Planning)

Recommendation:

- Open the public hearing, receive the staff report and any comments from the public regarding the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Villa Verde Housing Partners, LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of the 34-unit multi-family rental housing project, generally known as Villa Verde Apartments, located at 9800 Jersey Avenue, Santa Fe Springs, CA 90670.
- Conduct the Public Hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), and as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").
- Adopt Resolution No. 9816, approving the issuance of Bonds by the California Statewide Communities Development Authority, not to exceed

\$10,000,000, for the benefit of Villa Verde Housing Partners, LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 34-unit multifamily rental housing project generally known as Villa Verde Apartments, such adoption is solely to satisfy the requirements of TEFRA and the Code.

- Authorize the Mayor and or designee to execute any and all documents deemed necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of Resolution No. 9816 and the financing approved hereby.

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 10. Mr. Morrell noted that in California when there is a bond issued project state law requires a public TEFRA hearing. He noted that it also requires publication notices to allow the residents to have an opportunity to oppose or support the project. This project focuses on the Vila Verde apartments. Director Morrell further explained the requirements of public hearing for this item and how the City complied with the notice. The notice was also sent out to all current 34 residents that reside at the apartment complex.

Mayor Rodriguez opened the public hearing at 6:56 p.m.

Gilbert Maese spoke during public comments.

Samantha Cullen, buyer of property briefly spoke to provide additional information.

Mayor Rodriguez closed the public hearing at 7:01 p.m.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to adopt Resolution No. 9816 and authorize the Mayor and or designee to execute any and all documents deemed necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of Resolution No. 9816 and the financing approved hereby, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

OLD BUSINESS

11. 2022 Halloween Carnival Enhancements (Community Services)

Recommendation:

- Approve the staff recommended enhancements for the 2022 Halloween Carnival.

Parks and Recreation Manager, Gus Hernandez provided a brief presentation on Item No. 11. He reviewed the event schedule and activities that will be available at the Halloween Carnival.

Council recognized staff for their hard work on putting together the event.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve the staff recommended enhancements for the 2022 Halloween Carnival by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

12. Maidstone Avenue Parkway Pine Trees – Approval of Amendment Number One to Agreement with West Coast Arborists for Tree Removal (Public Works)

Recommendation:

- Appropriate \$20,000.00 from the General Fund Reserve to Activity 10432002-542050 (Street Maintenance / Tree Maintenance);
- Approve Amendment Number One to Tree Maintenance Services Agreement with West Coast Arborists, Inc. in the amount of \$44,140.00 to remove parkway pine trees on Maidstone Avenue; and
- Authorize the Mayor to execute Amendment Number One.

Director of Public Works, Noe Negrete provided a brief history on the item and why it was brought back after the June 7, 2022 meeting. He reviewed the current plans for the street of where the trees are located. He went over the survey and the evaluation of the quality of the trees, and also provided estimated costs for the tree removal and the street improvement project. Director Negrete requested clarification from Council and direction for items such as the timeframe for removal, issuance of contract, removal right before the street improvement or after the contractor begins construction on the street improvements.

Councilmember Martin asked when the removal of trees can begin. Director Negrete stated it is a matter of urgency. Councilmember Sarno inquired whether all funds come from CIP funds. Director Negrete stated yes.

Mayor Rodriguez opened the public comment for Item No. 12 at 7:27 p.m.

The following people spoke during public comment: Anna Cervantes, Speaker 2, Edward Cadena, and Randy Romero.

Councilmember Sarno expressed that this is an important item for residents and stated that he understands it is time to update the City's tree removal policy. Lastly, he expressed the importance of listening to residents. Mayor Rodriguez read a statement on the report. She also read the engineers estimate provided by the Public Works Department.

Councilmember Martin made a motion to remove the trees as soon as possible, seconded by Mayor Pro Tem Zamora.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Zamora, to appropriate \$20,000 from the General Fund Reserve to Activity 10432002-5422050, approve Amendment Number One to Tree Maintenance Services agreement with West Coast Arborists, Inc. in the amount of \$44,140.00 to remove

parkway pine trees on Maidstone Avenue, authorize the Mayor to execute Amendment Number One, and remove the trees as soon as possible, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

13. PRESENTATIONS

Presentations were considered towards the beginning of the agenda.

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz provided a summary on the sessions he is currently attending at the 2022 ICMA Annual Conference.
- Director of Public Works, Noe Negrete said that he would create a schedule with West Coast Arborists, Inc. for the removal of trees and would share it with Council once it has been finalized.
- Director of Planning, Wayne M. Morrell spoke about The Whole Child building project. He reviewed the current Municipal Code Noise section.
- Director of Police Services, Dino Torres spoke about Breast Cancer Awareness Month and noted that Police Services will be selling pink police patches for \$10 each.
- Fire Chief, Brent Hayward spoke about the Relay for Life event that will take place this Saturday, September 24 at 12 p.m.
- Director of Finance, Travis Hickey spoke about the Human Resources Benefit Fair. He also spoke about the California State University, Fullerton job fair.
- Director of Community Services, Maricela Balderas spoke about the TEEN Car 101 Workshop, and announced the next teen workshop would be on September 12th. She spoke about the Fiestas Patrias event and upcoming free Mammography testing on September 30th at 9:00 a.m. at the Gus Velasco Neighborhood Center. Lastly, she provided information on the upcoming Fright Fest Dance on October 28th.

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

There were no appointments.

16. COUNCIL COMMENTS

Councilmember Martin thanked residents for attending and addressed the business tax comment. She added that the security company was meeting with all the vendors at the Santa Fe Springs Promenade at Starbucks, and noted that there were a few solutions that were discussed at the meeting. Director of Police Services, Dino Torres clarified that the meeting that occurred at Starbucks was not a City-sponsored event.

Councilmember Mora acknowledged the Chamber of Commerce business expo event. He noted it was a well-planned event where many residents attended. He also spoke on The Whole Child building, stated there was one just opened in the City of Downey and Santa Fe Springs is soon to follow. He congratulated the Fire Chief on the new fire engine and thanked staff for their hard work.

Councilmember Sarno congratulated the Fire Chief on the new fire engine. He also spoke about the Maidstone Avenue item, congratulated the residents and apologized if anyone took the comments personally.

Mayor Pro Tem Zamora thanked the Fire Chief for grant writing and also spoke about the Maidstone Avenue item. He acknowledged that the entire Council came to an agreement to assist the residents. Lastly, he thanked Priscilla Moreno for leading the Relay for Life fundraisers and organizing the events.

Mayor Rodriguez thanked all residents for attending and highlighted the Chamber of Commerce luncheon. She thanked Director Morrell for meeting with the Santa Fe Springs Promenade owner to address the ongoing issues and also spoke about the Maidstone Avenue tree removal.

17. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 8:23 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11B

October 18, 2022

CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9825:
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(s):

1. Resolution No. 9825

RESOLUTION NO. 9825

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

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 18th day of October 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11C

October 18, 2022

CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9826:
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

October 18, 2022

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9826

RESOLUTION NO. 9826

**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:
ITEM NO.:

APPROVED and ADOPTED this 18th day of October 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Annette Rodriguez, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11D

October 18, 2022

CONSENT AGENDA

Residential Street Improvements Slurry Seal 2022 – Award of Contract

RECOMMENDATION

- Appropriate an additional \$490,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Residential Street Improvements Slurry Seal 2022 Project account (PW 220008);
- Transfer Funds from Slurry Seal Programs, from years 2023 (PW 230001), and 2024 (PW 240001) to Residential Street Improvements Slurry Seal 2022 Project account (PW 220008);
- Accept the bids; and
- Award a contract to Doug Martin Contracting Company, Inc. of La Habra, in the amount of \$605,810.82.

BACKGROUND

The proposed project consists of slurry sealing forty-eight (48) residential and three (3) commercial streets. The slurry sealing process involves the mixture of asphalt emulsion and fine crushed aggregate uniformly distributed on surface road. This slurry seal will extend the life of existing pavement by protecting the undersurface from wear caused by traffic and weather. Additionally, the project will include replacing the traffic striping, asphalt point repairs, and reinstalling existing pavement markers throughout the project limits. To maximize economies of scale, staff recommends combining the approved Slurry Seal Programs for Fiscal Years 2022, 2023, and 2024 into one project to accelerate the work.

On September 28, 2022, the City received five bids. City staff reviewed the bids and determined that all bid proposals comply with the project specifications. The low bidder for the project is Doug Martin Contracting Company, Inc. of La Habra, with a bid totaling \$605,810.82. The bid proposals for the following bidders reflects the bid amounts.

| Company Name | Bid Amount | Audited Bid |
|-------------------------------------|--------------|--------------|
| 1. Doug Martin Contracting Co. Inc. | \$605,810.82 | \$605,810.82 |
| 2. Roy Allen Slurry Seal, Inc. | \$614,888.28 | \$614,888.28 |
| 3. American Asphalt South Inc. | \$635,920.01 | \$635,920.01 |
| 4. Pavement Coatings Co. | \$735,939.20 | \$735,939.20 |
| 5. All American Asphalt | \$960,336.69 | \$960,336.69 |

The bid proposal submitted by Doug Martin Contracting Company, Inc. in the amount of \$605,810.82, is approximately 34% below the Engineer's Estimate of \$915,000.00. The Department of Public Works has reviewed the bids and determined the low bid submitted by Doug Martin Contracting Company, Inc. to be responsive and responsible.

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN" or similar initials, is placed over the printed name of Noe Negrete.

Date of Report: October 13, 2022

LEGAL REVIEW

The City Attorney's office has reviewed the contract.

FISCAL IMPACT

The Residential Street Improvements Slurry Seal 2022 project is an approved Capital Improvement Plan project that combines the 3-year slurry seal streets projects with a combined original budget of \$310,000 into one project. The Residential Slurry Seal 2022 project will require an additional appropriation of \$490,000 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the Slurry Seal 2022 Project account number (PW220008).

The total project costs are as follows:

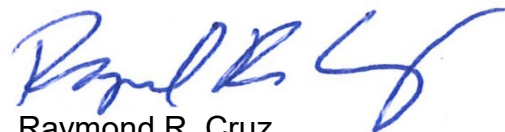
| <u>ITEM</u> | <u>BUDGET</u> |
|-----------------------------|----------------------|
| Construction | \$ 606,000 |
| Design | \$ 20,000 |
| Engineering | \$ 50,000 |
| Inspection | \$ 40,000 |
| Contingency | \$ 84,000 |
| Total Project Costs: | \$ 800,000 |

PROJECT FUNDING SOURCES

| | <u>AMOUNT</u> |
|--------------------------|----------------------|
| Original UUT Allocation | \$ (310,000) |
| Anticipated Expenditures | \$ 800,000 |
| Budget Shortfall: | \$ (490,000) |

INFRASTRUCTURE IMPACT

Preventative maintenance extends the service-life of the pavement and is more cost-effective than corrective maintenance.



Raymond R. Cruz
City Manager

Attachments:

1. Agreement
2. Residential Slurry Seal 2022 (Matrix)
3. Residential Slurry Seal 2022 (Map)

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
RESIDENTIAL STREET IMPROVEMENTS
SLURRY SEAL 2022

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 18th day of October, 2022, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Doug Martin Contracting Company, Inc., as CONTRACTOR in the amount of \$605,810.82.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

**CONTRACTOR
DOUG MARTING CONTRACTING
COMPANY, INC.**

By:

NAME, TITLE

ADDRESS

CITY OF SANTA FE SPRINGS

By:

ANNETTE RODRIGUEZ, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

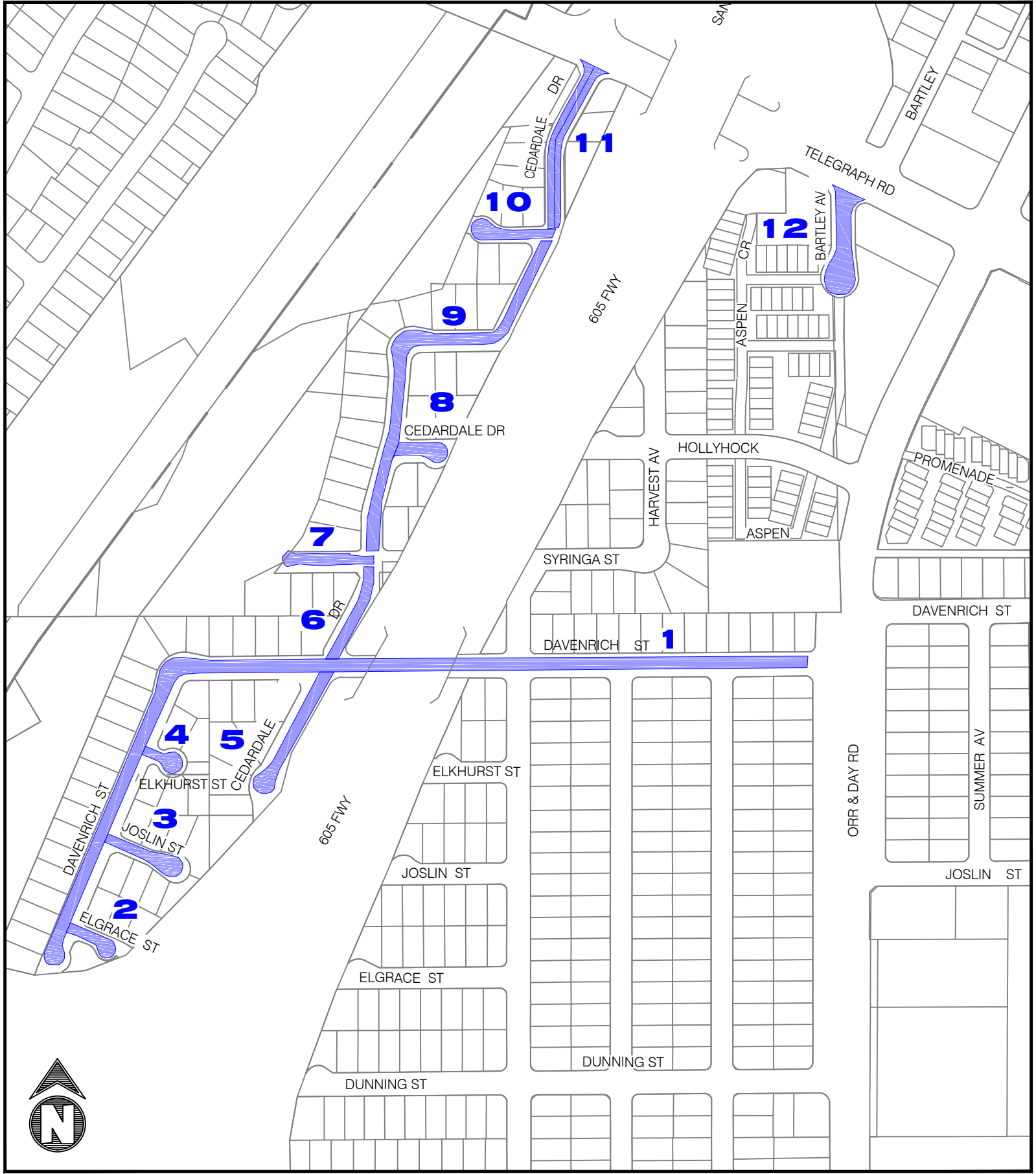
APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)

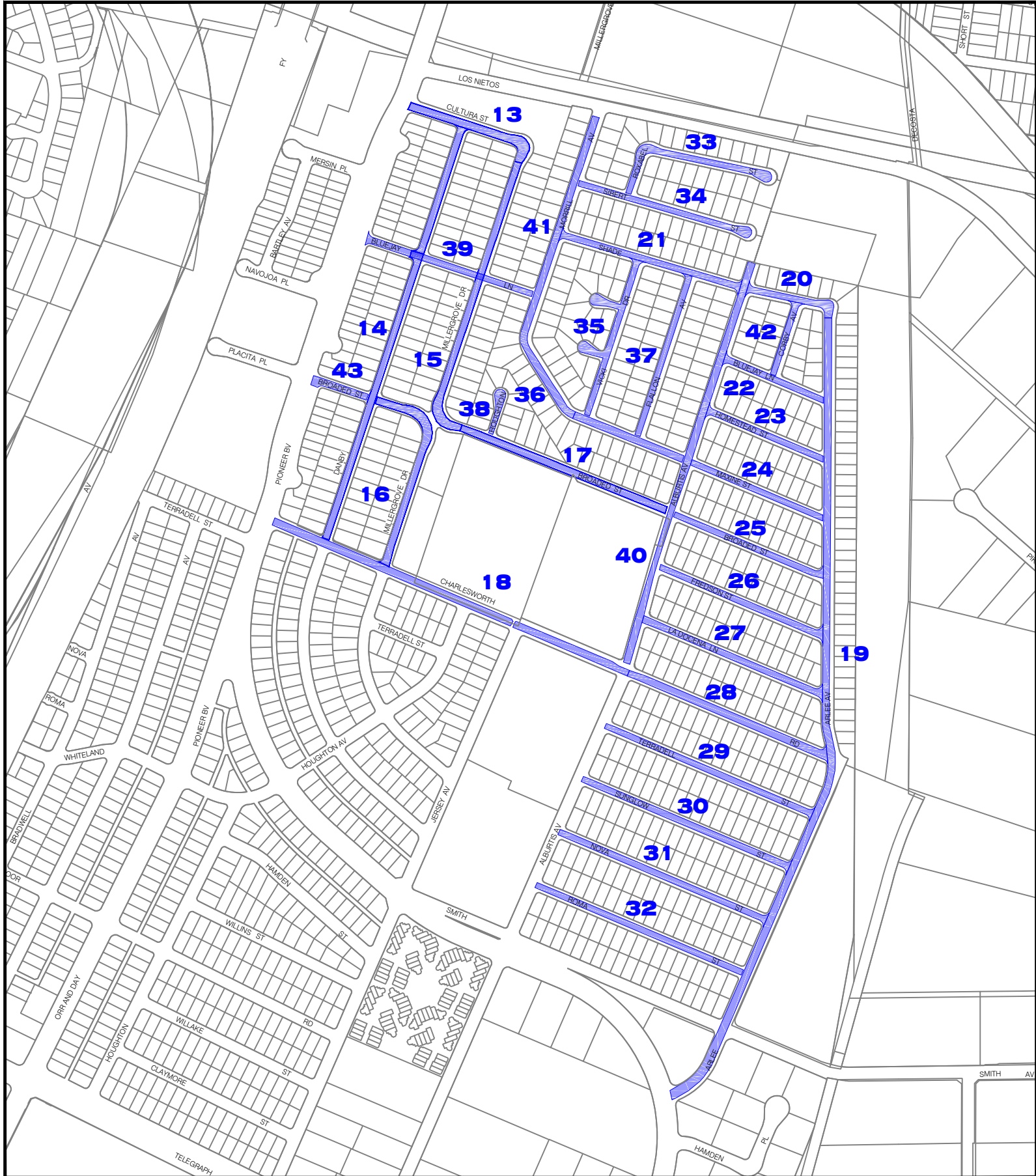
Residential Street Improvements - SLURRY SEAL 2022

| NO. | STREET | START | END | LENGTH FT | AREA (SF) SF | STRIPING PLAN | REMOVE/REPLACE 2" MACADAM INCLUDING RECOMPACTING EXISTING | | | |
|-----|--------------------------|--|--|---------------|------------------|------------------|--|-------|------|-------|
| | | | | | | | LENGTH | WIDTH | SF | CY |
| 1 | Davenrich | Orr & Day | End of Cul-De-Sac | 2,430 | 76,894 | | 48 | 64 | 3072 | 19.00 |
| 2 | Elgrace | Davenrich | End of Cul-De-Sac | 110 | 3,566 | | | | | |
| 3 | Joslin | Davenrich | End of Cul-De-Sac | 194 | 6,475 | | | | | |
| 4 | Elkhurst | Davenrich | End of Cul-De-Sac | 85 | 3,098 | | | | | |
| 5 | Cedardale | Davenrich | End of Cul-De-Sac | 350 | 9,983 | | | | | |
| 6 | Cedardale | Davenrich | North entry into SFS Park | 250 | 6,824 | T-016 | | | | |
| 7 | Cedardale | Cedardale | End of Cul-De-Sac at FWY | 231 | 6,152 | T-016 | | | | |
| 8 | Cedardale | Begin of Cul-De-Sac | End of Cul-De-Sac | 135 | 4,784 | T-016 | | | | |
| 9 | Cedardale | Segment (7) at north entry into SFS Park | Segment (10) at Intersection of Cul-De-Sac | 1,050 | 30,614 | T-016 | | | | |
| 10 | Cedardale | Begin of Cul-De-Sac | Cedardale | 210 | 6,141 | T-016 | | | | |
| 11 | Cedardale | Intersection of Cul-De-Sac | Telegraph | 429 | 14,124 | T-016 | | | | |
| 12 | Bartley | Begin of Cul-De-Sac | Telegraph | 265 | 13,475 | T-080 | | | | |
| 13 | Cultura | Pioneer | Millergrrove | 647 | 25,030 | | | | | |
| 14 | Danby | Cultura | Charlesworth | 2,026 | 21,123 | | | | | |
| 15 | Millergrrove n/o Broaded | Cultura | Broaded | 1,370 | 46,862 | | | | | |
| 16 | Millergrrove s/o Broaded | Danby | Charlesworth | 954 | 41,272 | | | | | |
| 17 | Broaded | Millergrrove | Alburtis | 1,033 | 33,987 | T-182, T-162 | | | | |
| 18 | Charlesworth | Pioneer | Jersey | 1,211 | 41,272 | | | | | |
| 19 | Arlee | Shade | Pioneer | 3,837 | 131,864 | | | | | |
| 20 | Shade | Alburtis | Arlee | 430 | 14,258 | | | | | |
| 21 | Shade | Morill | Alburtis | 874 | 25,043 | | | | | |
| 22 | Bluejay | Alburtis | Arlee | 501 | 14,267 | | 46 | 5 | 230 | 1.42 |
| 23 | Homestead | Alburtis | Arlee | 586 | 16,436 | | 28 | 5 | 140 | 0.87 |
| 24 | Maxine | Alburtis | Arlee | 667 | 17,696 | | 85 | 3 | 255 | |
| | | | | | | | 5 | 12 | 60 | |
| | | | | | | | | | 315 | 1.95 |
| 25 | Broaded | Alburtis | Arlee | 752 | 20,783 | | 45 | 35 | 1575 | 9.74 |
| 26 | Fredson | Alburtis | Arlee | 827 | 23,327 | | | | | |
| 27 | La Docena | Alburtis | Arlee | 909 | 26,236 | | | | | |
| 28 | Charlesworth | Alburtis | Arlee | 1,004 | 33,971 | | | | | |
| 29 | Terradell | Alburtis | Arlee | 1,051 | 29,148 | | | | | |
| 30 | Sunglow | Alburtis | Arlee | 1,051 | 30,291 | | | | | |
| 31 | Nova | Alburtis | Arlee | 1,051 | 29,647 | | | | | |
| 32 | Roma | Alburtis | Arlee | 1,047 | 28,129 | | 75 | 8 | 600 | 3.71 |
| 33 | Roxabel | Sibert | Cul-De-Sac | 829 | 25,620 | | | | | |
| 34 | Sibert | Morill | Cul-De-Sac | 840 | 23,396 | | | | | |
| 35 | Vicki | Shade | Maxine | 1,063 | 31,522 | | | | | |
| 36 | Maxine | Morill | Alburtis | 549 | 18,179 | | | | | |
| 37 | Flallon | Shade | Maxine | 787 | 21,786 | | | | | |
| 38 | Houghton | Broaded | Cul-De-Sac | 214 | 6,485 | | | | | |
| 39 | Bluejay | Pioneer | Morrill | 816 | 23,620 | | | | | |
| 40 | Alburtis | Charlesworth | End | 1,961 | 61,917 | | | | | |
| 41 | Morrill | Los Nietos | Maxine | 1,529 | 49,635 | | | | | |
| 42 | Corby | Shade | Bluejay | 356 | 10,090 | | | | | |
| 43 | Broaded | Danby | Pioneer | 270 | 8,983 | | | | | |
| 44 | Clarkman | Orr & Day | Cul-De-Sac | 923 | 31,717 | | | | | |
| 45 | Darcy | Orr & Day | Roseton | 752 | 19,330 | | | | | |
| 46 | Kinghorn | Orr & Day | Roseton | 194 | 20,830 | | | | | |
| 47 | Otto | Orr & Day | Roseton | 348 | 12,887 | | | | | |
| 48 | Roseton | Clarkman | Florence | 1,258 | 43,063 | | | | | |
| 49 | Fulton Wells | Florence | Lakeland | 1,193 | 54,418 | | | | | |
| 50 | Fulton Wells | Florence | Cul-De-Sac | 712 | 36,311 | | | | | |
| 51 | Mora | Slusher | Norwalk | 1,726 | 75,842 | | | | | |
| | | | Totals: | 43,887 | 1,408,401 | | | | 5932 | 36.69 |



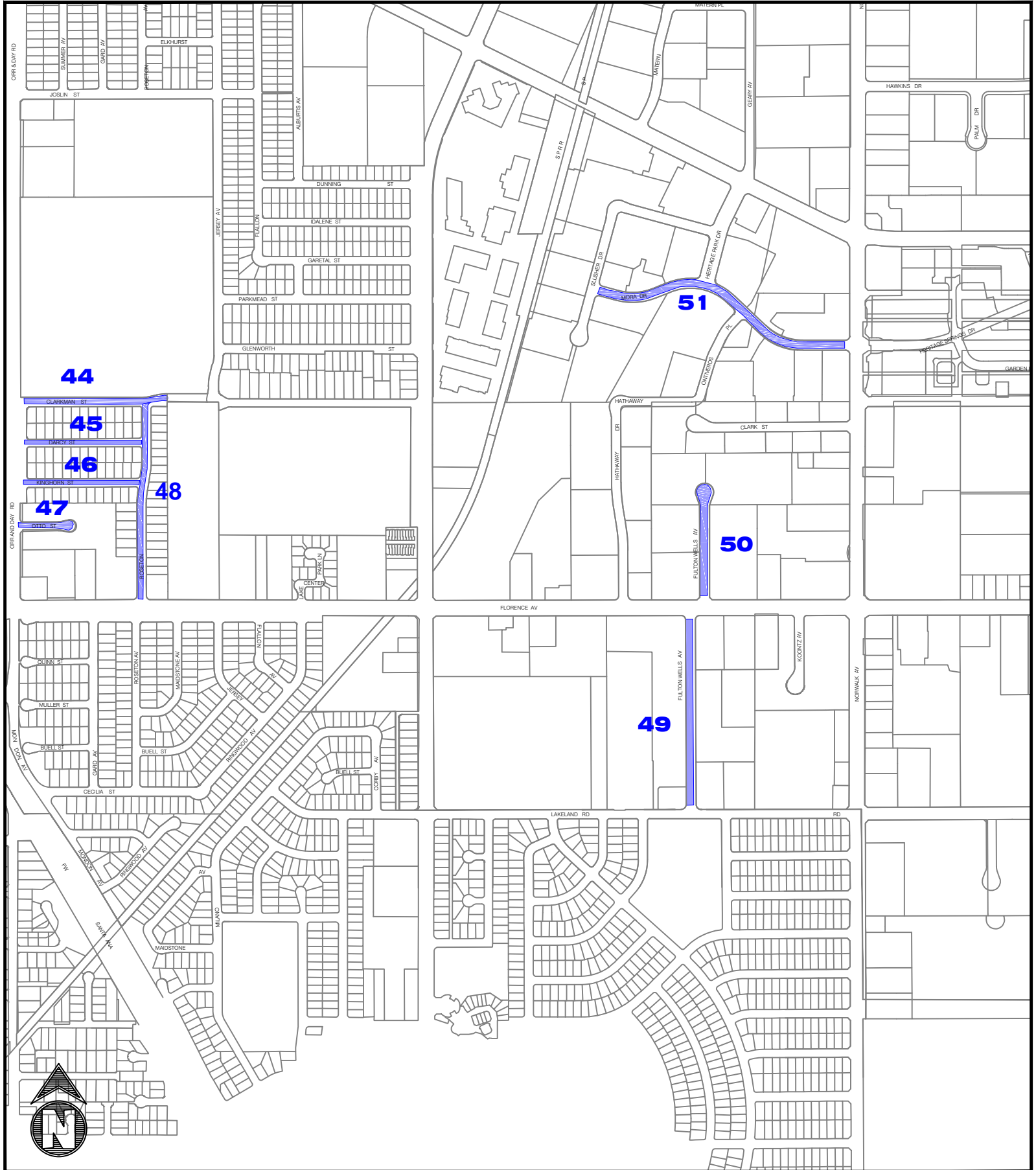
RESIDENTIAL STREET IMPROVEMENTS SLURRY SEAL - 2022

SITE PLAN



RESIDENTIAL STREET IMPROVEMENTS SLURRY SEAL - 2022

SITE PLAN



RESIDENTIAL STREET IMPROVEMENTS SLURRY SEAL - 2022

SITE PLAN



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11E

October 18, 2022

CONSENT AGENDA

Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) – Final Payment

RECOMMENDATION

- Approve the Final Payment to R.J. Noble Company of Orange, California, for \$39,479.00 (Less 5% Retention) for the subject project.

BACKGROUND

On May 3, 2022, the City Council awarded a contract to R.J. Noble Company of Orange, California, in the amount of \$714,619.00 for the Pioneer Boulevard Street Improvements project. The general items of work included the removal of 2 to 4 inches of existing asphalt concrete pavement with the placement of 2 to 4 inches of new fiber-reinforced asphalt concrete pavement. The new paving section will support heavy repetitive traffic loads and increase pavement service life. Additionally, the project included the removal and replacement of curb and gutter, sidewalk, curb ramps, and concrete cross gutters, as well as the installation of stormwater screen covers.

FISCAL IMPACT

On February 1, 2022, the City Council approved the following funding allocations:

| Funding Source | Amount |
|--|---------------------|
| a. Highway Users Tax Account (Gas Tax) | \$ 442,800 |
| b. Prop C Local Return Funds | \$ 155,800 |
| c. LACTMA Local Transportation Funds | \$ 144,390 |
| d. RMRA (FY 2021-2022) | \$ 351,400 |
| Total: | \$ 1,094,390 |

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

The total project cost breakdown is as follows:

| ITEM | AMOUNT |
|----------------------------|-------------------|
| Construction | \$ 790,374 |
| Design | \$ 48,500 |
| Engineering | \$ 65,000 |
| Inspection | \$ 65,000 |
| Total Project Cost: | \$ 968,874 |

Report Submitted By:

Noe Negrete
Director of Public Works

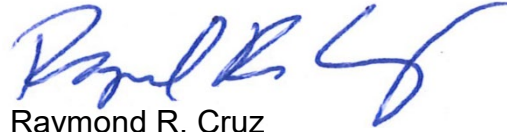
A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name and title.

Date of Report: October 13, 2022

Total project expenditures are \$968,874, which is less than the project funding of \$1,094,390. Therefore, sufficient funding is available.

INFRASTRUCTURE IMPACT

The Pioneer Boulevard Street Improvements project will improve the condition of the existing roadway, enhance operational safety, and reduce maintenance costs.



Raymond R. Cruz
City Manager

Attachments:

1. Final Payment Detail

Payment Detail:

Contractor:

RJ Noble Company

Final Payment \$ 37,505.05

PIONEER BOULEVARD STREET IMPROVEMENTS

15505 E. Lincoln Avenue

(Charlesworth Road to Los Nietos Road)

Orange, CA 92865

| Item No. | Description | Contract | | | | Completed This Period | | Completed To Date | |
|---------------|--|----------|-------|--------------|---------------|-----------------------|-------------|-------------------|---------------|
| | | Quantity | Units | Unit Price | Total | Quantity | Amount | Quantity | Amount |
| Contract Work | | | | | | | | | |
| 1. | Mobilization | 1 | LS | \$ 36,500.00 | \$ 36,500.00 | 25% | \$ 9,125.00 | 100% | \$ 36,500.00 |
| 2. | Traffic Control & Public Safety | 1 | LS | \$ 9,500.00 | \$ 9,500.00 | 10% | \$ 950.00 | 100% | \$ 9,500.00 |
| 3. | Preparation, Implementation and Modification of the SWPPP | 1 | LS | \$ 3,180.00 | \$ 3,180.00 | 0% | \$ - | 100% | \$ 3,180.00 |
| 4. | Construction Survey and Monument Perpetuation | 1 | LS | \$ 16,600.00 | \$ 16,600.00 | 10% | \$ 1,660.00 | 100% | \$ 16,600.00 |
| 5. | Clearing and Grubbing | 1 | LS | \$ 6,784.00 | \$ 6,784.00 | 0% | \$ - | 100% | \$ 6,784.00 |
| 6. | Cold Mill 2" Thick Existing Asphalt Concrete (AC) Pavement | 160,000 | SF | \$ 0.25 | \$ 40,000.00 | 0 | \$ - | 151,780 | \$ 37,945.00 |
| 7. | Construct 2" Thick Asphalt Concrete (AC) C2 PG 64-10 Fiber Reinforced Asphalt Concrete (FRAC) Pavement Overlay (Final Cap) | 2,000 | TON | \$ 110.50 | \$ 221,000.00 | 0.00 | \$ - | 1,996.66 | \$ 220,630.93 |
| 8. | Sawcut, Remove 2" Existing Asphalt Concrete (AC) Pavement and Construct 2" Thick Type III B2 PG 64-10 FRAC Base Course per Detail A on Sheet 2 | 230 | TON | \$ 130.00 | \$ 29,900.00 | 0 | | 230 | \$ 29,900.00 |
| 9. | Remove and Replace 4" Thick PCC Curb Ramp, Sidewalk, Retaining Curb, Curb and Gutter Per City of Santa Fe Springs Std. Plan No. R-2, R-7, and ADA Ramp Case and Type per Plan with Black Truncated Domes and Per Caltrans Std Plan A88A or A88B. | 10 | EA | \$ 5,800.00 | \$ 58,000.00 | 0 | \$ - | 10 | \$ 58,000.00 |
| 10. | Sawcut, Remove Existing and Construct 4" Thick PCC Sidewalk on 4" CMB | 620 | SF | \$ 14.00 | \$ 8,680.00 | 666 | \$ 9,324.00 | 3626 | \$ 50,764.00 |
| 11. | Sawcut, Remove Existing and Construct PCC Curb and Gutter | 80 | LF | \$ 107.00 | \$ 8,560.00 | 0 | \$ - | 106 | \$ 11,342.00 |
| 12. | Sawcut, Remove Existing and Construct 8" PCC Cross Gutter & Spandrel over 6" CMB | 7,500 | SF | \$ 25.50 | \$ 191,250.00 | 0.00 | \$ - | 8,790.50 | \$ 224,157.75 |
| 13. | Adjust Gas Valve Frame and Cover to Grade | 1 | EA | \$ 920.00 | \$ 920.00 | 0 | \$ - | 2 | \$ 1,840.00 |
| 14. | Adjust Manhole Frame and Cover to Grade | 11 | EA | \$ 920.00 | \$ 10,120.00 | 0 | \$ - | 11 | \$ 10,120.00 |
| 15. | Adjust Water Valve Frame and Cover to Grade | 26 | EA | \$ 1,000.00 | \$ 26,000.00 | 0 | \$ - | 30 | \$ 30,000.00 |
| 16. | Install Traffic Loops Per Plan | 10 | EA | \$ 430.00 | \$ 4,300.00 | 0 | \$ - | 12 | \$ 5,160.00 |

Payment Detail:

PIONEER BOULEVARD STREET IMPROVEMENTS
(Charlesworth Road to Los Nietos Road)

Contractor:

RJ Noble Company
15505 E. Lincoln Avenue
Orange, CA 92865

Final Payment \$ **37,505.05**

| Item No. | Description | Contract | | | | Completed This Period | | Completed To Date | |
|----------|-------------|----------|-------|------------|-------|-----------------------|--------|-------------------|--------|
| | | Quantity | Units | Unit Price | Total | Quantity | Amount | Quantity | Amount |

Contract Work

| | | | | | | | | | |
|-----|---|----|----|--------------|--------------|-----|--------------|------|--------------|
| 17. | Traffic Signing, Thermoplastic Markings, Striping, Pavement Markers and Repaint Red & Yellow Curb | 1 | LS | \$ 21,700.00 | \$ 21,700.00 | 10% | \$ 2,170.00 | 100% | \$ 21,700.00 |
| 18. | Place CMC/Overexcavation. | 50 | CY | \$ 107.50 | \$ 5,375.00 | | \$ - | | \$ - |
| 19. | Furnish and Install Catch Basin United Storm Water | 5 | EA | \$ 3,250.00 | \$ 16,250.00 | 5 | \$ 16,250.00 | 5 | \$ 16,250.00 |



Contract Total: \$ 714,619.00 \$ 39,479.00 \$ 790,373.68

Total Completed Items to Date: \$ 790,373.68

CONTRACT PAYMENTS:

Total Items Completed to Date: \$ 790,373.68
Less 5% Retention: \$ 39,518.68
Less Progress Payment No 1 \$ 713,349.95
Final Payment \$ 37,505.05

| Invoice Date | Invoice No. | Warrant Billing Period | | Amount | Retention Amount |
|--------------|-------------|------------------------|------------------|---------------|------------------|
| | | Invoice Due Date | Invoice Pay Date | | |
| 09/12/2022 | 1 | 09/21/2022 | 09/29/2022 | \$ 713,349.95 | \$ 37,544.73 |
| 09/20/2022 | 2 | 10/20/2022 | 10/01/2722 | \$ 39,479.00 | \$ 1,973.95 |

| | Amount | Account |
|-------------------------------------|---------------|--|
| Finance Please Pay: | \$ 39,479.00 | PW220101 |
| 5% Retention Completed this Period: | \$ 1,973.95 | 270010 |
| Recommended by Project Manager: | Robert Garcia |  |
| Approved by PW Director: | Noe Negrete |  # 2955 |

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2019**

This Memorandum of Understanding (MOU) is entered into as of March 1, 2021 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Santa Fe Springs (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its September 24, 2020 Board meeting, LACMTA approved the Fiscal Year FY 2020-21 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2018-19. It also included supplemental funding for the City as CARES Act Equivalent funds to support transportation programs that are impacted by the COVID-19 crisis; and

WHEREAS, the City has voluntarily submitted their FY2018-19 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2018-19 Report Year (the "Project"); and

WHEREAS, on December 27, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2020-21 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **March 1, 2021**, through **June 30, 2024** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2018-19 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2018-19 **ANNUAL NTD REPORT** of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2019**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2018-19 NTD statistics. LACMTA shall pay the City for submitting the FY 2018-19 **ANNUAL NTD REPORT** for the applicable transit services as follows:

DIAL-A-RIDE SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 21,042 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$ 0.434030161 per revenue vehicle mile. See Attachment A for detail.

CARES ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$ 4,342 in CARES Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2024**, in the amount of **\$13,475** in order to receive its payment described above.

- 3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAISFES21000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

- 7.1 City's Address:
Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670
Attn: Jose Barrios
joebarrios@santafesprings.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Santa Fe Springs

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Legal Counsel

By: _____
Deputy

Date: _____

Date: 6/25/2021



City of Santa Fe Springs
City Council Meeting

ITEM NO. 11F

October 18, 2022

NEW BUSINESS

Proposition A Discretionary Incentive Grant Program-Approval of Memorandum of Understanding

RECOMMENDATION

- Authorize the Mayor to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA).

BACKGROUND

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, establishing a one-half percent sales tax for public transit purposes. The City is entitled to funds under the Proposition A Discretionary Incentive program for collecting and reporting data for the National Transit Database (NTD) from the Fiscal Year (FY) 2018-19 Report year.

On December 27, 2020, the Federal Transit Administration (FTA) published in the Federal Register the Fiscal Year 2020-21 apportionments, allocations, and program information including unit values for the data reported to the NTD. At its September 24, 2020 Board meeting, LACMTA approved the Fiscal Year 2020-21 transit fund allocations. This includes a \$13,475 payment to the City of Santa Fe Springs for voluntarily submitting NTD data to LACMTA for Fiscal Year 2018-19, including supplemental funding for the City as CARES Act Equivalent funds to support transportation programs that are impacted by the COVID-19 Crisis.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed MOU

FISCAL IMPACT

Entering into the MOU with LACMTA entitles the City to collect \$13,475 of Proposition A funds for collecting and reporting FY 2018-19 NTD statistics. These additional funds will benefit the City's existing dial-a-ride services.

Raymond R. Cruz
City Manager

Attachment:

1. Los Angeles County Metropolitan Transportation Authority-Memorandum of Understanding.

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: October 13, 2022

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2019**

This Memorandum of Understanding (MOU) is entered into as of March 1, 2021 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Santa Fe Springs (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its September 24, 2020 Board meeting, LACMTA approved the Fiscal Year FY 2020-21 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2018-19. It also included supplemental funding for the City as CARES Act Equivalent funds to support transportation programs that are impacted by the COVID-19 crisis; and

WHEREAS, the City has voluntarily submitted their FY2018-19 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2018-19 Report Year (the "Project"); and

WHEREAS, on December 27, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2020-21 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **March 1, 2021**, through **June 30, 2024** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2018-19 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2018-19 **ANNUAL NTD REPORT** of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2019**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2018-19 NTD statistics. LACMTA shall pay the City for submitting the FY 2018-19 **ANNUAL NTD REPORT** for the applicable transit services as follows:

DIAL-A-RIDE SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 21,042 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$ 0.434030161 per revenue vehicle mile. See Attachment A for detail.

CARES ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$ 4,342 in CARES Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2024**, in the amount of **\$13,475** in order to receive its payment described above.

- 3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAISFES21000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

- 7.1 City's Address:
Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670
Attn: Jose Barrios
joebarrios@santafesprings.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Santa Fe Springs

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Legal Counsel

By: _____
Deputy

Date: _____

Date: 6/25/2021



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11G

October 18, 2022

CONSENT AGENDA

Little Lake Park Parking Lot Improvements – Rejection of All Bids

RECOMMENDATION

- Reject all of the bids submitted for the Little Lake Park Parking Lot Improvements project;
- Authorize the City Engineer to execute a task order to Coory Engineering of Orange, California in the amount of \$30,000 to redesign the Little Lake Park Parking Lot Improvements project specifically to reduce the cost and scope of the work.

BACKGROUND

The Little Lake Park Parking Lot Improvements project is located along Pioneer Blvd and Lakeland Road. The project's original scope of work consisted of revitalizing both existing parking lots on the northwest side and southeast side of the park to provide more parking, and to reconstruct the existing asphalt pavement. Additionally, the project includes new curbs, sidewalk paths, and LED lighting. The existing park parking lots have 214 regular parking stalls and 9 ADA parking stalls. The proposed improvements create an additional 30-regular parking stalls, 2 parking stalls for ambulances and 1 additional ADA compliant parking stall.

On June 29, 2022, the City received three bids. The bid proposal for bidders reflects the following bid amounts.

| Company Name | Bid Amount | Audited Bid |
|--------------------------------|----------------|----------------|
| 1. Green Giant Landscape, Inc. | \$1,566,619.00 | \$1,566,619.00 |
| 2. Toro Enterprises, Inc. | \$1,605,213.25 | \$1,605,213.25 |
| 3. All American Asphalt | \$2,308,034.00 | \$2,308,034.00 |

On October 4, 2022, City Council directed City Staff to reject all of the bids, and revise the scope of work to stay within or closer to the original grant amount. The cost to re-design the project is \$30,000 from the original designer, Coory Engineering (See Exhibit No. 1).

INFRASTRUCTURE IMPACT

The Little Lake Park Parking Lot Improvements project will improve the condition of the existing parking lots, enhance operational safety, and reduce maintenance costs.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

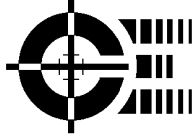
Attachments

1. Coory Engineering - Engineering Services Proposal (Little Lake Parking Lot Improvements)

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: October 13, 2022

Handwritten initials in purple ink, possibly "MN".



COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

Mr. Robert A. Garcia
Engineering Department
City of Santa Fe Springs
P.O. Box 2120
Santa Fe Springs, CA 90670-3658

October 8, 2022

Subject: **ENGINEERING SERVICES PROPOSAL
Little Lake Park Parking Lots Improvement
Santa Fe Springs, CA**

Dear Robert:

Thank you for giving us the opportunity to be of continued service to the city.

Regarding the scope of services and the engineering fees for the subject assignment, Coory Engineering proposes the following:

First round of construction documents upgrading the Little Lake Park parking lots was completed and went out for construction bids. Based on construction prices received as compared with available funds, it became necessary to modify the plans offering alternate designs with the objective of reducing the construction costs in an effort to stay within the available budget.

Therefore, Coory Engineering will modify, redesign, and /or eliminate the following construction documents as needed:

1. Grading, Drainage & Paving plans.
2. Demolition scope of work.
3. Horizontal Control Plans.
4. Striping Plans.
5. Landscape & Irrigation Plans.
6. Quantity & Cost Estimates.

Coory Engineering will work with city staff and respond to review notes as needed in a try to meet the objectives of the planned revisions.

COST SHALL BE BASED ON A FLAT FEE IN THE AMUNT OF \$30,000.00.

1718 N. Neville Street, Orange, CA

TEL (714) 202-8700

FAX (714) 202-8701

October 8, 2022

ENGINEERING SERVICES PROPOSAL

Little Lake Park Parking Lots Improvement
Santa Fe Springs, CA

Page 2

EXTRAS:

Items that are not covered by this proposal or additions to this outline.

Should such items become necessary, additional fees shall be negotiated, or work can be performed based on time and material per our fee schedule at the time the activity takes place. Our present fee schedule is attached hereto for reference.

Should you find this proposal acceptable to you and wish to proceed accordingly, please arrange for the issuance of a purchase order at your earliest convenience.

This should serve as our contract for this phase of the project and our authorization to proceed with the work.

Very truly yours,

Samir M. Khoury

Samir M. Khoury, PE

Enclosures



COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

FEE SCHEDULE

• **OFFICE:**

| | |
|-------------------------|-------------|
| PRINCIPAL ENGINEER: | \$350.00/HR |
| PROJECT MANAGER: | 260.00 |
| DESIGN ENGINEER: | 210.00 |
| ENGINEERING TECHNICIAN: | 180.00 |
| CLERICAL: | 80.00 |

• **SURVEYING:**

| | |
|--------------|-------------|
| 1-MAN PARTY: | \$210.00/HR |
| 2-MEN PARTY: | 320.00 |
| 3-MEN PARTY: | 450.00 |

1718 N. Neville Street, Orange, CA

TEL (714) 202-8700

FAX (714) 202-8701



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11H

October 18, 2022

CONSENT CALENDAR

Approval of First Amendment to Investment Advisory Agreement with PFM Asset Management LLC.

RECOMMENDATION

- Approve the First Amendment to Investment Advisory Agreement with PFM Asset Management LLC.
- Authorize the City Manager to execute the Agreement.

BACKGROUND

In October 2015 the City approved an agreement with PFM Asset Management LLC ("PFMAM") for portfolio Investment Advisory Services ("Agreement"). At that time, the Agreement provided for excess funds to be invested in PFM Funds, a short-term investment vehicle ("sweep"). Excess funds exist for a variety of reasons including security maturities, interest payments, and deposits of additional funds into the portfolio.

In December 2021 PFMAM merged with U.S. Bank. A result of the merger was that the PFM Funds sweep account was replaced with U.S. Bank's First American Treasury Obligations Fund ("FATOF"), another sweep vehicle. In July 2022, the City opened an account with the California Asset Management Program ("CAMP"). CAMP is a local agency investment pool managed by PFMAM. The City's participation in CAMP allows for the City's Agreement to be amended to provide for CAMP to be used as the sweep vehicle.

The primary benefit of using CAMP as the sweep vehicle is that all transactions in the City's portfolio can be executed and managed by the City through interaction with PFMAM client service representatives. In addition, the current annual rate of return for CAMP is 3.21% compared to 2.41% for the FATOF and the custody fees for utilizing CAMP are also less than the FATOF.

The original Agreement for Investment Advisory Services as well as the proposed First Amendment to the Agreement are attached to this report.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

1. Agreement for Investment Advisory Services
2. First Amendment to Agreement for Investment Advisory Services

Report Submitted By: Travis Hickey, City Treasurer
Lana Dich, Asst. City Treasurer

Date of Report: October 13, 2022

INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the 15th day of October, 2015, by and between City of Santa Fe Springs, a California public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Los Angeles, California (hereinafter the "Advisor").

WITNESSETH

WHEREAS, the Client has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

WHEREAS, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

WHEREAS, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agreed as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end

the Advisor is authorized as agent of the Client to give instructions to the custodian designated by the Client (the "Custodian") as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers. The Custodian shall have custody of cash, assets and securities of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

2. COMPENSATION.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management according to the schedule below:

| <u>Average Assets Under Management</u> | <u>Fees</u> |
|--|-------------------------|
| Initial \$25 million | 10 basis points (0.10%) |
| Next \$25 million | 8 basis points (0.08%) |
| Above \$50 million | 7 basis points (0.07%) |

The minimum annual fee is \$15,000.

REGULAR IA: (b) The Advisor will bill the Client monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. The Client shall pay to the Advisor the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the Advisor's statement was rendered.

(c) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in a money market mutual fund or local government investment pool managed by the Advisor (either, a "Pool"), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(d) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

3. EXPENSES.

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Funds.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of the Custodian.

4. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940, as amended. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

5. ADVISOR'S OTHER CLIENTS.

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

6. TERM.

This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice to the Client.

7. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

8. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

9. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers and representatives shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

10. BOOKS.

The Advisor shall maintain records of all transactions in Client's Managed Funds. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

11. THE ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT.

The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement the Advisor's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

12. MODIFICATION.

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

13. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the consent of the Client.

14. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address

11710 Telegraph Road

Santa Fe Springs, CA 90670

Attn: Jose Gomez, Director of Finance & Administrative Services

Advisor's Address

PFM Asset Management LLC

601 South Figueroa Street

Suite, 4500

Los Angeles, CA 90017

Attn: Sarah Meacham, Director

With copy to:

PFM Asset Management LLC

Two Logan Square, Suite 1600

18th & Arch Streets

Philadelphia, PA 19103-2770

Attn: Controller

15. APPLICABLE LAW.

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

16. EXECUTION AND SEVERABILITY.


Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

PFM ASSET MANAGEMENT LLC

By: 
Name: Dandy Jones
Title: Managing Director

CITY OF SANTA FE SPRINGS

By: 
Name: Thaddeus McCormack
Title: City Manager

**FIRST AMENDMENT
TO
INVESTMENT ADVISORY AGREEMENT**

THIS FIRST AMENDMENT, entered into as of the 1st day of September, 2022 (the "First Amendment"), by and between the CITY OF SANTA FE SPRINGS, a California public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Los Angeles, California (hereinafter the "Advisor").

WHEREAS, the Client and the Advisor entered into an Investment Advisory Agreement, dated as of October 15, 2015 (the "Original Agreement"), whereunder the Client engaged the Advisor to perform investment advisory services, as specified therein; and

WHEREAS, under the Original Agreement, the Client established an account with PFM Funds, a registered investment company, for investment of a portion of the Managed Funds, as such term is defined in the Original Agreement; and

WHEREAS, because PFM Funds is no longer available as an investment option, the Client has determined to open an account with the California Asset Management Trust (the "Trust"), under the Trust's California Asset Management Program ("CAMP" or the "Program"); and

WHEREAS, the Client and the Advisor desire to amend the Original Agreement to make provision for the investment of such portion of the Managed Funds in CAMP; and

WHEREAS, the Original Agreement, as amended by this First Amendment, is referred to herein as the "Agreement";

NOW, THEREFORE, the Client and the Advisor, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. Section 1 of the Original Agreement is hereby amended and restated to provide as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of

the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions as to deliveries of securities and payments of cash for the account of the Client to U.S. Bank National Association, Minneapolis, Minnesota the Program's custodian (the "Custodian"). Such custodial arrangements are subject to and governed by the terms and provisions of a Custody Agreement, dated as of January 10, 2013 (as the same may be amended from time to time, the "Custody Agreement"), which is incorporated herein by reference. A copy of the Custody Agreement is available at www.camponline.com. A complete description of the Program is provided in the Information Statement dated June 4, 2013, as amended from time to time, and the Declaration of Trust dated February 28, 2005, as amended from time to time, to which reference should be made for details.

In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers. The Custodian shall have custody of cash, securities and other assets of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

2. Subsection 2(b) of the Original Agreement is hereby amended and restated to provide as follows:

(b) The Advisor shall prepare a bill for the investment management fee monthly and forward it and the monthly Custodian invoice to the Client for approval. Unless instructed

otherwise within 15 calendar days of the postmark on that invoice, the Advisor is herein authorized to charge the Client's associated Trust account and instruct the Custodian to disburse funds from that account. If sufficient funds are not available, the Client agrees to compensate the Advisor from other sources within 30 calendar days of the postmark date. If either the Advisor or the Custodian shall serve for less than the whole month, the compensation shall be pro-rated.

3. Subsection 10 of the Original Agreement is hereby amended and restated to provide as follows:

10. BOOKS.

The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received and the value of assets held on the last business day of the month for assets held hereunder. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client. If applicable, for proceeds of tax-exempt debt issues invested under this Agreement, the Advisor shall maintain appropriate records of all of its activities hereunder as may be required by the Internal Revenue Code of 1986, as amended, and related U.S. Treasury Regulations, and shall provide to the Program Rebate Calculation Agent all of those records of investment activity as may be necessary to prepare calculations of the Client's rebate liability.

4. This Amendment shall become effective October 1, 2022.

5. Except as provided herein, all provisions of the Original Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this First Amendment.

PFM ASSET MANAGEMENT LLC

By:_____

Name: Sarah Meacham

Title: Managing Director

CITY OF SANTA FE SPRINGS

By:_____

Name:_____

Title:_____



NEW BUSINESS

Amendment Number Three to the Exclusive Negotiation Agreement Between the City and Westland Industries, Inc. for the Development of Real Property Owned by the City (APN # 8009-007-930, southwest corner of Norwalk Boulevard and Telegraph Road)

RECOMMENDATIONS:

- Approve Amendment Number Three between the City and Westland Industries, Inc. to extend the Negotiation Period through May 16, 2023; and
- Authorize the Mayor or designee to execute Amendment Number Three.

BACKGROUND

On June 25, 2020, the City and Westland Industries, Inc. entered into an Exclusive Negotiation Agreement for the development of certain real property owned by the City, identified as APN # 8009-007-930, and commonly referred to as Parcel 1 of the Sculpture Garden, generally located at the southwest corner of Norwalk Boulevard and Telegraph Road. The Initial Negotiation Period of the Agreement was for a period of two hundred seventy (270) days, to March 22, 2021, and the Extended Negotiation Period of one hundred twenty (120) days was entered under Section 103 of the Agreement, to July 20, 2021. The Agreement was then extended under Section 700 of the Agreement for one hundred twenty (120) days to November 17, 2021.

At the City Council meeting of October 19, 2021, the City Council approved Amendment Number One to the Agreement for an additional 180 days to May 17, 2022. The Agreement was further amended (Amendment No. 2) for an additional 180 days to November 13, 2022, at the City Council meeting of May 3, 2022. The extension was to give the City additional time to complete certain tasks necessary to transition to either a purchase and sales agreement or a development agreement or both. The purchase and sales agreement would be for the sale of the property and the development agreement would ensure that the City's vision for the development of the property is materialized. The tasks were, but not limited to:

- Hiring an engineering firm for a Tentative Parcel Map to create a separate parcel for the proposed development
- Obtaining a Restricted Appraisal report of the parcel created by the Tentative Parcel Map
- Hiring a consultant to provide estimates to abandon the two oil and gas wells to current standards, if required by The California Geologic Energy Management Division (CalGEM), formerly the Division of Oil, Gas, and Geothermal Resources (DOGGR).
- Hiring a consultant to conduct a Phase I and Phase II site assessment

Although all of the aforementioned tasks were completed, additional time is further requested to review the two oil and gas wells (Matern 1 (Chevron U.S.A. Inc.,) and (Matern 3-8 (Atlantic Oil Company), on the site in relation to the future development of the site. The oil wells are owned by Chevron and Atlantic Oil. City staff has been in communication with Chevron and is working on contacting Atlantic Oil. City staff has also engaged an engineering firm to do a field survey and precisely stake the location of the wells.

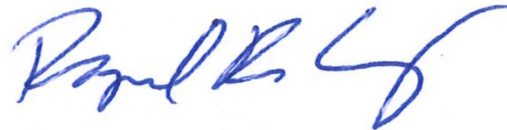
Additional time is needed to perform the review of the two oil and gas wells on the property in relation to the future development of the site. Staff is requesting that the City Council approve Amendment Number Three to the Agreement, which would extend the term of the Negotiation Period through May 16, 2023.

LEGAL REVIEW

The City Attorney's office has reviewed the Amendment.

FISCAL IMPACT

The Amendment would have no impact on the general fund.



Raymond R. Cruz.
City Manager

Attachment(s):

1. Amendment Number Three
2. Exclusive Negotiation Agreement

**AMENDMENT NUMBER THREE
TO EXCLUSIVE NEGOTIATION AGREEMENT
(Westland Industries, Inc.)**

This Amendment Number Three (the "Amendment") to the Exclusive Negotiation Agreement (the "Agreement") is entered into by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (the "City") and Westland Industries, Inc., a California corporation ("Developer"). The City and Developer are sometimes referred to collectively as the "Parties."

Recitals

WHEREAS, the City and Developer entered into the Agreement on June 25, 2020, for the development of certain real property owned by the City and identified as APN # 8009-007-930; and

WHEREAS, the Initial Negotiation Period of the Agreement was for a period of two hundred seventy (270) days, to March 22, 2021, and the Extended Negotiation Period of one hundred twenty (120) days was entered under Section 103 of the Agreement, to July 20, 2021; and

WHEREAS, the Parties exercised their right under Section 700 of the Agreement to extend the Negotiation Period for one hundred twenty (120) days to November 17, 2021; and

WHEREAS, the Parties entered into Amendment Number One to the Agreement to extend the Negotiation Period to May 17, 2022; and

WHEREAS, the Parties entered into Amendment Number Two to the Agreement to extend the Negotiation Period to November 17, 2022; and

WHEREAS, the Parties wish to extend the Negotiation Period of the Agreement for 180 days to May 16, 2023.

NOW, THEREFORE, the Parties agree as follows:

1. The Negotiation Period of the Agreement is extended through May 16, 2023.
2. Except as set forth in this Amendment, all provisions of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

WESTLAND REAL ESTATE GROUP

CITY OF SANTA FE SPRINGS

Yanki Greenspan, President

Annette Rodriguez, Mayor

Date: _____

Date: _____

ATTEST:

Janet Martinez, CMC, City Clerk

APPROVAL AS TO FORM:

Ivy M. Tsai, City Attorney

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement" or "ENA") is made as of this June 25, 2020, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Westland Real Estate Group, A California Limited Liability Company ("Developer"). The City, and Developer are sometimes referred to individually herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. The City is the owner of certain real property identified as APN # 8009-007-930, constituting \pm 4.02 acres (gross), located within the City limits and more particularly described in Exhibit "A" ("the Property").

B. The City received a development proposal from Developer for development of the Property. The Property was part of a larger parcel, commonly referred to as the Sculpture Garden, which was subdivided under Parcel Map No. 82014, which created two parcels: Parcel 1 of \pm 5.059 acres (gross) and Parcel 2 of 1.074 acres (gross).

C. Negotiation and potential sale of the Property to Developer is consistent with the City's objectives to redevelop and revitalize underutilized sites in the City.

D. Developer desires to negotiate a Disposition and Development Agreement (DDA) or a Purchase and Sales Agreement (PSA) with the City, to acquire and then develop the Property as a commercial space (the "Project").

NOW, THEREFORE, CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

(§ 100) Incorporation of Recitals

The Recitals of fact set forth above, and all defined terms set forth in such Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement, in their entirety, by this reference.

(§ 101) Negotiation

(§102) Good Faith Negotiations

The City and Developer agree, for the period set forth below, to negotiate in good faith to prepare a DDA/PSA to be entered into between the Parties concerning the disposition and redevelopment of the Property to establish the Project thereon and, in doing so, shall comply with the Schedule of Performance attached hereto as Exhibit "B". The City Attorney will draft the DDA/PSA based on terms agreed upon by the City and the Developer at the conclusion of negotiations.

During the term of this Agreement, or any extension thereof, City agrees that they shall not negotiate with any other person or entity for the acquisition or development of the Property. The term "negotiate" as used herein shall be deemed to preclude the City from accepting development proposals from persons or entities other than Developer, or discussing with persons or entities other than Developer, development plans for the Property which might be

acceptable to City. However, the City shall not be precluded from furnishing to other persons or entities unrelated to Developer information in the possession of the City related to the plan for the area, the implementation of which is within City's purview to administer. City may also furnish any other information in the possession of the City, which the City would normally furnish to persons requesting information from the City concerning its activities, goals, and matters of a similar nature.

(§ 103) **Negotiation Period**

The City and Developer hereby establish a negotiating period commencing on the date of this Agreement and continuing for an initial period of two hundred seventy days (270) days (the "Initial Negotiation Period"). If, at the expiration of the Initial Negotiation Period, Developer is not willing to negotiate the terms of a DDA/PSA, then this Agreement will terminate. If at the expiration of the Initial Negotiation Period, Developer and City are willing to negotiate the terms of the DDA/PSA and Developer provides to the City documents evidencing, to the City Manager's sole satisfaction, Developer's good faith prosecution of reasonable due diligence during the Initial Negotiation Period, the Initial Negotiation Period will automatically be extended for an additional period of one hundred twenty (120) days (the "Extended Negotiation Period" and, collectively with the Initial Negotiation Period, the "Negotiation Period"). If at the expiration of the Extended Negotiation Period, Developer and City have failed to agree on the terms of the DDA/PSA, this Agreement shall terminate unless extended pursuant to Section 700 hereof. A Schedule of Performance which sets forth the timing of the Parties' obligations under this Agreement is attached hereto as Exhibit "B". Upon the occurrence of a default by the Developer not cured within the time provided in Section 300 below, City shall have the right, after providing Developer with ten (10) days' written notice, to terminate this Agreement. In the event of termination, pursuant to this Section 102, neither Party shall have further rights against or liability to the other under this Agreement.

(§200) **Consideration**

The consideration to be exchanged for execution of this DDA/ENA shall be \$10,000.00 paid to the City and referred to hereinafter as the ("earnest money deposit") payable via cashier's check or, in the City Manager's sole discretion, via some other commercially reasonable method, which shall be considered an earnest money deposit deposited upon open of escrow. The earnest money deposit shall be paid immediately upon execution of this Agreement and held by City, on behalf of the City, until such time as the Parties either execute a DDA/PSA and escrow is opened or this Agreement expires. In event of expiration or termination of this Agreement, the earnest money shall be refunded to Developer. In the event of execution of a DDA, the earnest money deposit shall be deposited into the appropriate escrow and applied against the purchase price of the Property. Developer understands and agrees and waives any claim to interest generated by the earnest money deposit held by City during the term of this Agreement.

(§300) **Developer's Responsibilities**

(§ 301) **Disclosure and Approval**

No less than 60 days prior to the close of escrow, Developer will provide information to the City regarding the identities of its principals and officers.

(§ 302) **Method of Financing**

No less than 60 days prior to the close of escrow, Developer shall provide the City with proof of sufficient funds available to acquire the City Property and complete construction of the Project.

No less than 60 days prior to the close of escrow, Developer or its capital partner shall provide adequate assurance that funds sufficient to complete construction are available for use within the United States and that said funds are irrevocably committed to complete construction. Alternatively, Developer or its capital partner shall provide a letter of credit, completion bond or similar assurance that is acceptable to the City.

The City agrees to consider all financial information submitted as confidential and further agrees to refrain from releasing information provided by Developer pursuant to this Agreement unless: (1) City Attorney determines, after reasonable consultation with the Developer's counsel, that the release of the information is required by the California Public Records Act or other applicable statutes, (2) a court orders the release of the information or (3) as otherwise required by law.

(§ 400) **Proposed Development**

(§ 401) **Comprehensive Development Plans**

Developer shall provide comprehensive development plans for implementation of development of the Project. Such development plans must comply with all applicable laws, rules and regulations of City and all other government entities having jurisdiction over the Property.

(§ 402) **Developer's Studies and Reports**

Developer shall agree to make oral progress reports and written reports from time to time as requested by City, advising City on all matters and all studies being made. If the negotiations do not result in a DDA/PSA, Developer shall promptly deliver to the City copies of all non-privileged (i.e., not subject to the attorney-client privilege or the attorney work-product privilege) studies and reports in Developer's possession specifically for this proposed Project. Notwithstanding the foregoing, Developer agrees to provide the City with, and authorize future use of any ALTA Land Survey and ASTM Phase 1 or Phase 2 investigations performed on the Property. The Developer shall indemnify and hold harmless the City from any loss, cost, or damage (including, without limitation, reasonable attorney's fees) arising out of any entry on the City Property by Developer, its agents or its representatives.

(§ 403) **Cooperation and Additional Information**

Developer Cooperation

Developer shall generally cooperate with the City and shall supply such other documents and information as may be reasonably requested in writing by the City.

(§ 500) **Event of Default**

The failure of Developer or City to reasonably and timely comply with its obligations under this Agreement, if not due to circumstances beyond the reasonable control of Developer or City, as the case may be, shall be considered a default hereunder. Prior to exercising any remedies hereunder for the default of this Agreement, the Party asserting a default shall provide written notice to the other Party describing the alleged default, and such Party shall have thirty (30) days to cure such default.

(§ 600) **The City' Responsibilities**

(§ 601) **City' Assistance and Cooperation**

The City shall cooperate in good faith in providing Developer with appropriate information and assistance Developer may reasonably require toward the preparation of necessary plans and drawings for the proposed Project, and toward the securing of any permits that may be required from the City or the County of Los Angeles. Nothing herein stated shall constitute the granting of any land use or other approval required for the proposed development on the Property, and shall not constitute a guarantee of the outcome of any application filed by the Developer with the City.

(§ 602) **Compliance with State and Local Law**

If negotiations culminate in a DDA/PSA mutually agreeable to the Parties, such agreement shall not become effective until all state (including but not limited to Government Code Sections 54220 through 54233) and local requirements for the sale of the Property have been complied with and approved by the City Council and any other applicable legislative hearings required by law.

(§ 603) **Fees, Costs & Expenses**

City shall not be liable for any real estate commission or brokerage fees which may arise from this transaction. The Developer is responsible for all costs and expenses of providing documents and studies necessary to complete the DDA/PSA, and any fees or charges incurred securing permits and any other necessary approvals.

(§ 604) **No Predetermination of City Discretion**

The Parties agree and acknowledge that, while this Agreement provides that the Parties shall negotiate in good faith, this Agreement does not obligate either the City or the Developer to enter into a DDA/PSA or other instrument for development of the Project, and approval of a DDA/PSA or other instrument for development of the Project shall require the approval of both Parties, with the City Council giving its approval, if at all, only after consideration of the DDA or other instrument for development of the Project at a regular meeting of the City Council following all other proceedings required by law.

(§700) **Extension**

The Negotiation Period may be extended by the mutual written consent of the Parties for up to one (1) additional period of one hundred twenty (120) days. The City Manager, or designee may grant such extension upon receipt of an extension request and a report from Developer indicating in specific terms the efforts of Developer to date and the anticipated steps to be undertaken in the extension period for completion of the negotiation of the DDA/PSA. To the extent that such efforts are reasonably determined by the City to be consistent with the requirements of this Agreement, the City shall grant such extension request. Granting of an extension is expressly conditioned upon Developer providing to the City manager written documentation of all Developer's due diligence to date.

(§ 701) **Planning Costs and Expenses.**

If the parties are unable to reach agreements on a DDA/PSA, City and Developer each shall bear their own costs and expenses in connection with negotiating and finalizing this Agreement. Should the parties reach agreement on a DDA/PSA, that agreement shall provide for all costs and expenses of the City to be reimbursed by Developer, to include costs and expenses of negotiating and finalizing this Agreement and the DDA/PSA.

(§ 800) **Miscellaneous**

(§ 801) **Complete Agreement**

This Agreement reflects the complete and total understanding between the Parties hereto and all agreements or understandings between the Parties hereto are contained within them. Any changes, modifications, amendments or addenda to this Agreement must be in writing and signed by all Parties to be effective.

(§ 802) **Assignment**

This Agreement or any interest therein may not be assigned or transferred voluntarily or by operation of law to any other party without written approval of the Parties, except as expressly set forth herein. An attempt to transfer this Agreement by the Developer to another party, without first obtaining the written permission of the City, shall constitute grounds for the immediate termination of this Agreement by the City, or either of them.

(§ 803) **Notices**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified or registered mail, postage prepaid to the following persons:

To City:
City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

To Developer:
Westland Real Estate Group
520 West Willow Street
Long Beach California, 90806
Attention: Manny Bukiet
manny.b@westlandreg.com

If sent by mail, any notice, delivery, or other communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. For purposes of calculating these time frames, weekends, Federal, State, County or City holidays shall be excluded.

(§ 804) **Jurisdiction and Venue**

This Agreement and all questions relating to its validity, interpretation, and enforcement shall be governed and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both Parties further agree that Los Angeles County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

(§ 805) **Attorney Fees**

In the event any judgment is ordered in any action upon this Agreement, the Party hereto against whom such judgment is ordered agrees to pay to the other Party hereto, and that there may be added to such judgment an amount equal to the reasonable value of all legal services (including attorney's fees and costs) rendered in said action on behalf of the Party in whose favor any such judgment is ordered and that such sum may be fixed by the Court in such action.

(§ 806) **Severability**

The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect.

(§ 807) **Hold Harmless**

Developer agrees to defend, indemnify and hold the City, their officials, employees, and agents harmless from all costs, expenses, liabilities and claims (including reasonable attorneys' fees) in connection with Developer's activities upon the Property and Developer's performance of its obligations under this Agreement. Notwithstanding the foregoing, Developer shall not be responsible to indemnify the City to the extent of the City's gross negligence or willful misconduct.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Negotiate Exclusively as of the day and year first above written.

"CITY"

CITY OF SANTA FE SPRINGS

By: 

Print Name: William K. Rounds

Title: Mayor

ATTEST:

By: 

Janet Martinez, CMC, City Clerk

APPROVED AS TO FORM:

By: 

Title: Ivy M. Tsai, City Attorney

"DEVELOPER"

WESTLAND REAL ESTATE GROUP

By: _____

Print Name: _____

Title: _____



Yaakov Greenspan
president

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PM 398-69-72 That Por In Tra 5354 Of Lot 1

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

| <u>ACTION</u> | <u>TIMEFRAME</u> | <u>RESPONSIBLE ENTITY FOR OVERSIGHT AND COORDINATION</u> | <u>RESPONSIBLE ENTITY FOR COST</u> |
|--|---|--|--|
| 1. Conduct due diligence studies on the site, possibly including but not limited to, market feasibility and City zoning regulations. | Within 270 days of City execution of approved ENA | Developer | Developer |
| 2. Completion of a Draft Disposition and Development Agreement ("DDA")/Purchase and Sales Agreement (PSA) | Within 60 days of expiration of Initial Negotiation Period. | City and Developer | Each Party Responsible for its own costs |
| 3. Execution of DDA/PSA by Developer and City | Within 45 days of Completion of DDA/PSA | City and Developer | Each Party Responsible for its own costs |
| 4. Close of Escrow | No later than 6 months following execution of DDA/PSA. | City and Developer | |
| 5. Submission of land use entitlement applications to City. | No later than 90 days from the opening of escrow | Developer | Processing fees to be paid by Developer |
| 6. Processing of land use entitlements and CEQA compliance, including review and public hearings conducted by the Planning Commission, and City Council. | 120 days following submission of entitlement applications | City | Processing fees to be paid by Developer |



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

October 18, 2022

NEW BUSINESS

Municipal Services Yard Warehouse and Administration Office Roof Replacement - Authorization to Advertise for Construction Bids

RECOMMENDATION

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The Municipal Services Yard Warehouse and Administration Office roof has sustained substantial damage from exposure to the elements, causing numerous leaks. The Municipal Services Yard Warehouse and Administration Office roof has exceeded its service life and needs to be replaced. The scope of work for this project consists of the complete removal of the existing built-up roofing systems (approximately 17,600 square feet) and the installation of an INTEC built-up Permaglass® roofing system with appurtenances, including any sub-roof plywood replacement as needed.

The construction cost estimate for the Municipal Services Yard Warehouse and Administration Office Roof Replacement project is \$385,000. The total estimated project cost including construction, design, engineering and inspection, and contingency is \$475,000. The estimate is from the most current costs of similar projects in the area. The total project costs are as follows:

| <u>ITEM</u> | <u>BUDGET</u> |
|---------------------------|-------------------|
| Construction | \$ 385,000 |
| Design | \$ 5,000 |
| Engineering | \$ 20,000 |
| Inspection | \$ 20,000 |
| Contingency | \$ 45,000 |
| Total Project Cost | \$ 475,000 |

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Municipal Services Yard Warehouse and Administration Office Roof Replacement project is an approved Capital Improvement Plan project. The project is funded through Capital Improvement Plan / Utility Users Tax (UUT) Funds. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

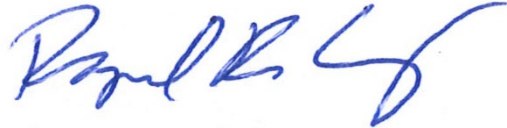
Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name.

Date of Report: October 13, 2022

INFRASTRUCTURE IMPACT

Upon completion of the Municipal Services Yard Warehouse and Administration Office Roof Replacement project, the roof service life will be renewed, and the materials inside the warehouse will be properly protected and maintenance repairs will be reduced.



Raymond R. Cruz
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

October 18, 2022

NEW BUSINESS

Purchase New LED Streetlights for City Street Light Poles

RECOMMENDATION

- Issue a Purchase Order to West-Lite Supply Company, Inc. in the amount of \$116,523.80; and
- Authorize the Director of Purchasing to execute the Purchase Order.

BACKGROUND

On August 17, 2021, the City Council approved the first phase of a three-phase project to retrofit 382 Southern California Edison Streetlights to Light Emitting Diodes (LED) replacing the current High-Pressure Sodium Streetlights citywide. Phase One was completed in May 2022. This project is the beginning of Phase Two, retrofitting the current High-Pressure Sodium Cobra Head Streetlights to LEDs in residential neighborhoods only, that operate via a 120-volt circuit. Approximately 425 residential neighborhood streetlights will be upgraded to LED during this phase of the project. Once the purchase order is approved, the LED streetlights will be installed by City forces.

Quotes were submitted, and a total of three quotes were received. The low bidder for the purchase of new LED streetlights was West-Lite Supply Co., Inc. in the amount of \$116,523.80.

VENDOR

| | | <u>QUOTE</u> |
|---------------------------------------|----|---------------------|
| 1. West-Lite Supply Co., Inc. | \$ | 116,523.80 |
| 2. Walters Wholesale Electric Company | \$ | 118,471.80 |
| 3. OneSource | \$ | 121,179.27 |

FISCAL IMPACT

The Citywide Streetlight Conversion Project is an approved Capital Improvement Plan project (PW220504) with an approved budget of \$2.4M. The project is funded from Bond Funds (\$2M) and Capital Improvement Plan/Users Utility Tax (CIP/UUT) (\$400K). The purchase of LED streetlights will be taken from CIP/UUT Funds. Sufficient funding is available.

INFRASTRUCTURE IMPACT

The LED Cobra Head Streetlights will be more energy efficient and brighter, thus making it an upgrade over the existing High Pressure Sodium Cobra Head Streetlights.


Raymond R. Cruz
City Manager

Attachments:

1. Quote – West-Lite Supply Co., Inc.
2. Quote – Walters Wholesale Supply Co.
3. Quote – One Source

Report Submitted By: Noe Negrete
Director of Public Works

 Date of Report: October 13, 2022



West-Lite Supply Company, Inc.

- For All Your Lighting Needs -

PHOENIX, ARIZONA
Phone: 888-966-7601
Fax: 480-966-3166

LOS ANGELES FACILITY &
CORPORATE HEADQUARTERS
12951 165th Street, Cerritos, CA 90703
Phone: 800-660-6678
Fax: 562-802-0154

CINCINNATI, OHIO
Phone: 888-333-2973
Fax: 513-563-2950

SAN FRANCISCO, CALIFORNIA
Phone: 800-344-1133
Fax: 510-487-2368

www.west-lite.com

LEXINGTON, KENTUCKY
Phone: 888-820-5483
Fax: 859-233-0996

QUOTATION

| NUMBER | DATE | PAGE |
|--------|----------|------|
| 88163 | 09-20-22 | 1 |

C27368

BILL
TO

CAL- CITY OF SANTA FE SPRINGS
11710 TELEGRAPH RD.
SANTA FE SPRING, CA 90670

SHIP
TO

CITY OF SANTA FE SPRINGS
CITY WAREHOUSE
12636 EMMENS WAY
SANTA FE SPRING, CA 90670-3658

| YOUR ORDER NO./ORDERED BY | REQUESTED DELIVERY | TERMS | DIV. | QUOTED BY |
|---------------------------|--------------------|-------------|------|----------------|
| QUOTE ABEL | 09-20-22 | NET 30 DAYS | 01 | DAVID TANORI - |

| LINE NO. | ITEM NO./DESCRIPTION | U/M | QUANTITY | UNIT PRICE | AMOUNT |
|--|------------------------------|-----|----------|------------|------------|
| 1 | MISC ERL1005B540AGRAYL131 | E | 125 | 184.62 | 23,077.50 |
| 2 | MISC ERL1009B540AGRAYL131 | E | 100 | 214.29 | 21,429.00 |
| 3 | MISC ERL1012B540AGRAYL131 | E | 235 | 259.34 | 60,944.90 |
| Subtotal | | | | | 105,451.40 |
| TAX | | | | | 11,072.40 |
| NO RETURNS WITHOUT A RETURN AUTHORIZATION #. NO RETURNS OR CANCELATIONS ON SPECIAL ORDERS. A 25% RESTOCKING FEE WILL APPLY. | | | | | |
| West-Lite Supply Co Inc., (West-Lite) excludes all express or implied warranties including the implied warranty of merchantability or fitness for a particular purpose. West-Lite is not the manufacturer of the goods or products sold and any warranty of the goods or product, whether expressed or implied, is limited solely to that provided by the manufacturer. West-Lite shall not be liable for any loss or damage, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including negligence, warranty or strict liability. | | | | | |

TOTAL  116,523.80

Walters Wholesale Electric Company

11911 Hamden Place
Santa Fe Springs, CA 90670
Phone (562) 949-0215 Fax (562) 949-4396

To: CITY OF SANTA FE SPRINGS

Date: Sep-22-22

Attn: ABEL

Pages:

Phone/Fax:

Job: ROADWAY LIGHTING PHASE 1

Bid Date:

| ITEM | TYPE | QTY. | DESCRIPTION | UNIT SELL | LOT SELL |
|------|------|------|----------------------|-----------|--------------|
| 1 | | 125 | ERL1005B540AGRAYL131 | \$ 187.70 | \$ 23,462.50 |
| 2 | | | | \$ - | |
| 3 | | 100 | ERL1009B540AGRAYL131 | \$ 217.87 | \$ 21,787.00 |
| 4 | | | | \$ - | |
| 5 | | 235 | ERL1012B540AGRAYL131 | \$ 263.68 | \$ 61,964.80 |
| 6 | | | | \$ - | |
| 7 | | | | \$ - | |
| 8 | | | | \$ - | |
| 9 | | | | \$ - | |
| 10 | | | | \$ - | |
| 11 | | | | \$ - | |
| 12 | | | | \$ - | |
| 13 | | | | \$ - | |
| 14 | | | | \$ - | |
| 15 | | | | \$ - | |
| 16 | | | | \$ - | |
| 17 | | | | \$ - | |
| 18 | | | | \$ - | |
| 19 | | | | \$ - | |
| 20 | | | | \$ - | |
| 21 | | | | \$ - | |
| 22 | | | | \$ - | |
| 23 | | | | \$ - | |
| 24 | | | | \$ - | |
| 25 | | | | \$ - | |
| 26 | | | | \$ - | |
| 27 | | | | \$ - | |
| 28 | | | | \$ - | |

Lot Total* \$ 107,214.30

PRICES ARE GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED
THIS QUOTATION ACCEPTABLE ON APPROVED CREDIT ONLY

*QUOTES DO NOT INCLUDE SALES TAX

Notes:

By Walters Wholesale Electric Company

TAX = \$ 11,257.50
TOTAL = \$ 118,471.80



4278 N. HARBOR BLVD
FULLERTON, CA 92835
818-759-1080 Fax 818-759-1076



Quotation

| | |
|---|------------------------|
| QUOTE DATE | QUOTE NUMBER |
| 09/20/2022 | S7060468 |
| ORDER TO: BR38 ONESOURCE DISTRIBUTORS 4278 N. HARBOR BLVD FULLERTON, CA 92835 818-759-1080 Fax 818-759-1076 | PAGE NO. 1 of 1 |

QUOTE TO:

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

SHIP TO:

CITY OF SANTA FE SPRINGS
12636 EMMENS WAY
ATTN ABEL MERAZ
SANTA FE SPRINGS, CA 90670

| CUSTOMER NUMBER | | CUSTOMER ORDER NUMBER | RELEASE NUMBER | | SALESPERSON | |
|--|-----------|---|----------------|--|----------------|----------------|
| 98725 | | GE LTG QUOTE | | | House - Downey | |
| WRITER | | SHIP VIA | TERMS | | SHIP DATE | FREIGHT EXEMPT |
| FERNANDO | | N12A - RTE N12A | NET 30 DAYS | | 09/20/2022 | No |
| NUM | ORDER QTY | DESCRIPTION | | | UNIT PRICE | EXT PRICE |
| 1 | 125ea | ^GE ERL1005B540AGRAYL131 Cobra Head LED 120-277, 5000 Lumens, 4000K, 7-Pin Receptacle, Gray Nonstock item may not be returnable ^GE ERL1009B540AGRAYL131 Cobra Head LED 120-277, 9000 Lumens, 4000K, 7-Pin Receptacle, Gray Nonstock item may not be returnable ^GE ERL1012B540AGRAYL131 Cobra Head LED 120-277, 12000 Lumens, 4000K, 7-Pin Receptacle, Gray Nonstock item may not be returnable . . 6-8 weeks lead time..... TAXES NOT INCLUDED | | | 192.000/ea | 24000.00 |
| 2 | 100ea | | | | 222.850/ea | 22285.00 |
| 3 | 235ea | | | | 269.700/ea | 63379.50 |
| | | | | | | |
| THIS IS A QUOTATION Prices are subject to change without notice. APPLICABLE TAXES EXTRA! WEBSOCAL | | | | | Subtotal | 109664.50 |
| | | | | | S&H Charges | 0.00 |
| | | | | | Amount Due | 109664.50 |

TAX = \$11,514.77

TOTAL = \$121,179.27



NEW BUSINESS

Review of Traffic Concerns at Orr & Day Road and Whiteland Street

RECOMMENDATION

- Receive and File.

BACKGROUND

A petition concerning traffic at the intersection of Orr & Day Road and Whiteland Street was received on October 11, 2022. The petition is requesting the installation of a traffic signal at the intersection.

For the past several years, City staff has monitored this intersection and addressed similar concerns about this location. Prior to receiving the petition, staff was in the process of preparing a traffic study at this intersection. The traffic study encompasses an overall analysis of the intersection that includes the following information:

1. Latest vehicle and pedestrian counts
2. Sight distance evaluation
3. Roadway geometrics analysis
4. Reported accident history analysis

An analysis for the installation of a 4-way stop control will be conducted based on the information collected above. The safety aspect of this intersection will be carefully assessed based on the review of the vehicle counts, pedestrian counts, latest reportable accident data, and intersection sight distance requirements per State guidelines. Staff will gather the data and evaluate if the intersection warrants a 4-way stop control in accordance with State guidelines. Once the traffic study is complete, the findings and recommendations will be brought back to Council.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

1. Vicinity Map
2. Petition Received October 11, 2022



VICINITY MAP


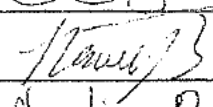
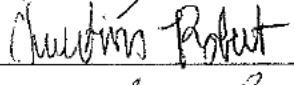
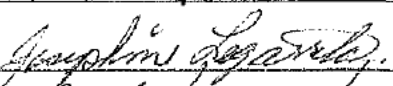
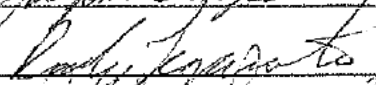
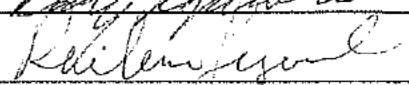
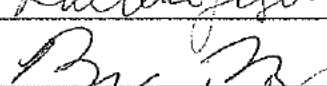
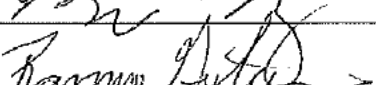
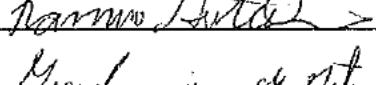
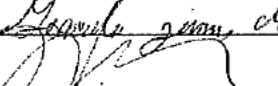
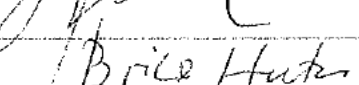
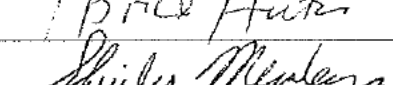
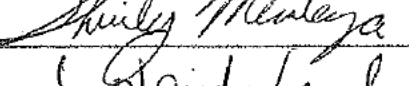
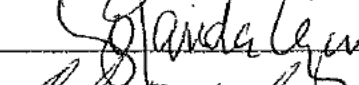
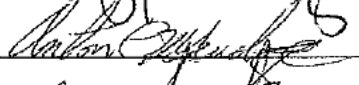


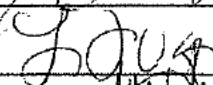
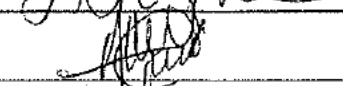
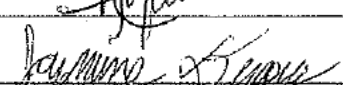
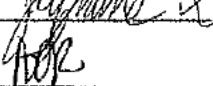
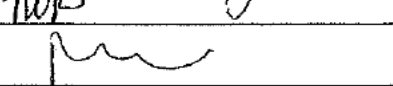
TRAFFIC ANALYSIS FOR INTERSECTION:

ORR & DAY ROAD AT WHITE LAND STREET

from: Stella Bastida

SANTA FE SPRINGS PETITION

Orr & Day / Whiteland Traffic Signal

| DATE | NAME | ADDRESS | SIGNATURE |
|----------|------------------------|---------|---|
| 10/6/22 | Connie Sisneros | |  |
| 10/7/22 | Nancy Legarreta | |  |
| 10/7/22 | Christian Robert | |  |
| 10/7/22 | JOSEPHINE LEGARRETA | |  |
| 10/07/22 | RUDY LEGARRETA | |  |
| 10/07/22 | RAELENE LEGARRETA | |  |
| 10/7/22 | Brenda Velazquez | |  |
| 10/7/22 | Ramiro Gutierrez | |  |
| 10/8/22 | Graciela Jimenez de Gt | |  |
| 10/8/22 | PERPETUA HATA | |  |
| 10/8/22 | BRUCE HATA | |  |
| 10/8/22 | Shirley Mendoza | |  |
| 10/8/22 | Lolanda Contreras | |  |
| 10/8/22 | Anton Mendoza | |  |
| 10/8/22 | Martha Sanchez | |  |
| 10/8/22 | FRANCISCO | |  |
| 10/8/22 | Laura Dugue | |  |
| 10/8/22 | MIGUEL DUGUE | |  |
| 10/8/22 | Jasmine Dugue | |  |
| 10/8/22 | ALLISA RAMIREZ | |  |
| 10/8/22 | Ramiro Ramirez | |  |
| 10/8/22 | Nubia K Ramirez | |  |

SANTA FE SPRINGS PETITION

Orr & Day / Whiteland Traffic Signal

| DATE | NAME | ADDRESS | SIGNATURE |
|-----------|--------------------|---------|--------------------|
| 10-4-2022 | JESSIE Galindo | | Jessie Galindo |
| 10/5/2022 | Alexandria Salazar | | Alexandria Salazar |
| 10/5/22 | Faigymacia | | Faigymacia |
| 10/5/22 | Rachel Castillo | | Rachel Castillo |
| 10/5/22 | Norina Jaramila | | Norina Jaramila |
| 10/6/22 | Maria G Salazar | | Maria G Salazar |
| 10/6/22 | Calvin Jaramillo | | Calvin Jaramillo |
| 10/6/22 | Sophia Jaramillo | | Sophia Jaramillo |
| 10/6/22 | Nansi Quintanilla | | Nansi Quintanilla |
| 10/6/2022 | Jorge Coto | | Jorge Coto |
| 10/6/2022 | Melanie Paz | | Melanie Paz |
| 10/6/2022 | Yolanda Ramirez | | Yolanda Ramirez |
| 10/6/2022 | Alexander Ramirez | | Alexander Ramirez |
| 10/6/2022 | Virginia Mastas | | Virginia Mastas |
| 10/6/2022 | LISA FRANCE | | Lisa France |
| 10-6-2022 | Melanie Moreno | | Melanie Moreno |
| 10-6-22 | Teresa France | | Teresa France |
| 10-6-22 | Connie France | | Connie France |
| 10-6-22 | Luella Bortida | | Luella Bortida |
| 10-6-22 | Steven Bastida | | Steven Bastida |
| 10-6-22 | FRED BASTIDA | | Fred Bastida |
| 10-6-22 | Phillip Siskeros | | Phillip Siskeros |

SANTA FE SPRINGS PETITION

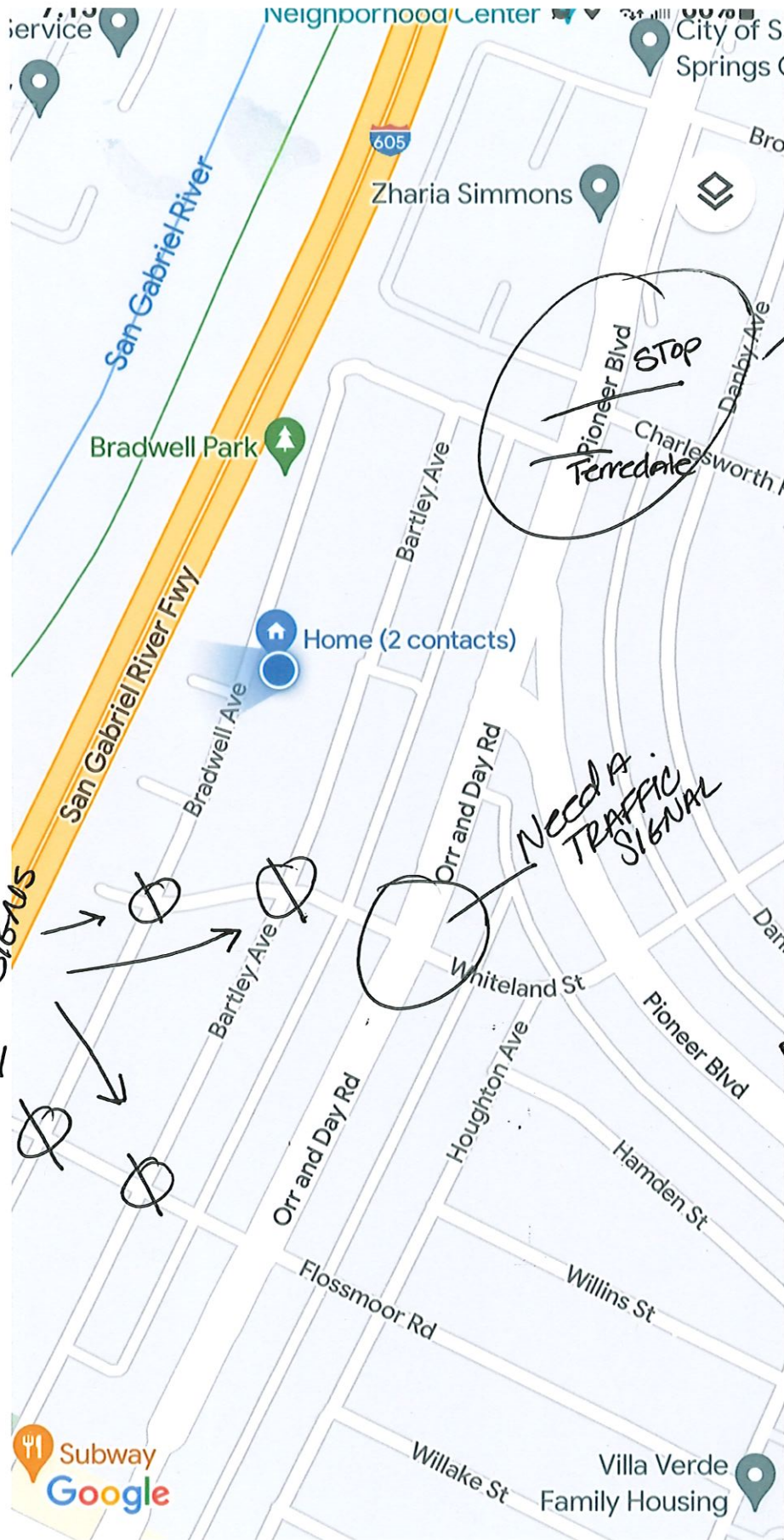
Orr & Day / Whiteland Traffic Signal

| DATE | NAME | ADDRESS | SIGNATURE |
|------------|-------------------|---------|-------------------|
| 10-2-22 | Jellai Bastida | | Jellai Bastida |
| 10-02-22 | Paula Trujillo | | Paula Trujillo |
| 10-02-22 | DOMINGO JARUELO | | Domingo Jaruelo |
| 10/2/22 | Ruben Cordero | | Ruben Cordero |
| 10-2-22 | JERRY FRANCE | | Jerry France |
| 10/2/22 | RENE VALENCIA | | Rene Valencia |
| 10/2/22 | Elizabeth Marquez | | Elizabeth Marquez |
| 11/2/22 | RADPH RANOS | | Ralph Ranos |
| 11-2-22 | LAURIE RIOS | | Laurie Rios |
| 11-2-22 | CARLOS MOYA | | Carlos Moya |
| 10-2-22 | Paul Siscueros | | Paul Siscueros |
| 10/8/22 | OL Barnera | | OL Barnera |
| 10/3/22 | Dalores Barnera | | Dalores Barnera |
| 10/3/22 | Nancy Mancilla | | Nancy Mancilla |
| 10-3-22 | Licet S. Flores | | Licet S. Flores |
| 10-4-22 | ARON TRUJILLO | | Aron Trujillo |
| 10-04-2022 | Linda Vallejo | | Linda Vallejo |
| 10-4-22 | Christina Cook | | Christina Cook |
| 10-4-22 | MICHAEL VARDUGO | | Michael Vardugo |
| 10/4/22 | Raymond Reyes | | Raymond Reyes |
| 10/4/22 | Samuel Vazquez | | Samuel Vazquez |
| 10-4-22 | Sonia Jimenez | | Sonia Jimenez |

SANTA FE SPRINGS PETITION

Orr & Day / Whiteland Traffic Signal

| DATE | NAME | ADDRESS | SIGNATURE |
|----------|-------------------------|---------|-------------------------|
| 10-8-22 | Veronica Hernandez | | Veronica Hernandez |
| 10-8-22 | Jose Hernandez | | Jose Hernandez |
| 10-8-22 | Maria Magaña | | Maria Magaña |
| 10-8-22 | Alex Miranda | | Alex Miranda |
| 10-8-22 | ALMA MIRANDA | | Alma Miranda |
| 10-8-22 | RAYMOND M. | | Raymond M. |
| 10-8-22 | Ruth Zamora | | Ruth Zamora |
| 10-8-22 | Charlie Gonzalez | | Charlie Gonzalez |
| 10-8-22 | Julia Gonzalez | | Julia Gonzalez |
| 10-8-22 | Richie Aguilar | | Richie Aguilar |
| 10-8-22 | Mara Farias | | Mara Farias |
| 10-8-22 | CARLOS FARIAS | | Carlos Farias |
| 10-09-22 | Alfonso Hernandez | | Alfonso Hernandez |
| 10/9/22 | Alfonso V Hernandez | | Alfonso V Hernandez |
| 10/9/22 | Beatriz Hernandez | | Beatriz Hernandez |
| 10/9/22 | Josie Lara | | Josie Lara |
| 10/9/22 | Abigail Tangco | | Abigail Tangco |
| 10/10/22 | Rene Salazar | | Rene Salazar |
| 10/10/22 | Martha Angelica Salazar | | Martha Angelica Salazar |
| 10/11/22 | Lucy Espinoza | | Lucy Espinoza |
| 10/11/22 | Marina Gurrion | | Marina Gurrion |
| 10/11/22 | MARK LOPEZ | | Mark Lopez |



Needs A 4 WAY
OR TRAFFIC
STOP SIGNAL

Due to traffic
NOT making Full
Stops at Pioneer
and Terredale
Residents can't
come out onto
Pioneer.

Need A
TRAFFIC
SIGNAL

Due to traffic
staying on Right
Side and coming
From Terredale Stop
Without A Full stop
they come flying
down ~~Pioneer~~ ^{ORR only} to
make Rt on telegraph
to get on Fwy.
Also ORR & Day has
abend where when
coming out on Whiteland
you can barely see
on coming traffic
A BIG Blind area

Need
STOP
SIGNS