



AGENDA

FOR THE REGULAR MEETINGS OF THE:

PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

APRIL 28, 2011
6:00 P.M.

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

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

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

- A. Approval of Minutes of the Regular Public Financing Authority Meeting of March 24, 2011

Recommendation: That the Public Financing Authority 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)

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

WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

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

- A. Approval of Minutes of the Regular Water Utility Authority Meeting of March 24, 2011

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

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

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

NEW BUSINESS

5. Authorization to Issue a Request for Proposals for the Hydrogeological Services for the Construction of a New Water Well

Recommendation: That the Water Utility Authority authorize the Director of Public Works to issue a Request for Proposals for Hydrogeological Services for the Construction of a New Water Well in Zone II.

COMMUNITY DEVELOPMENT COMMISSION

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

7. **CONSENT AGENDA**

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

- A. Approval of Minutes of the Regular Community Development Commission Meeting of March 24, 2011

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

NEW BUSINESS

8. Approval for Amendment to Agreement for Professional Services, State of California, Office of Environmental Health Hazard Assessment (OEHHA)

Recommendation: That the Community Development Commission: 1) Approve Amendment #1 to Contract #09-E0014 an agreement between the State of California, Office of Environmental Health Hazard Assessment and the CDC; and 2) Authorize the Executive Director to sign all necessary documents on behalf of the Commission.

9. Appropriation of Housing Setaside Funds for the Purpose of Acquiring the Single-Family Residential Property at 9735 Bartley Avenue for Affordable Housing Purposes under the City's HARP Program

Recommendation: That the Community Development Commission: 1) Accept the property owner's offer to sell the existing two-bedroom, one-bathroom home in "As Is" condition at 9735 Bartley Avenue; 2) Authorize an appropriation of not more than \$300,000 from the Housing Setaside Fund (482) for the purpose of property acquisition, rehabilitation, and sale under the City's HARP Program, in furtherance of the Low- and Moderate-Income Housing goals of the Commission; and, 3) Authorize the Executive Director to execute the Escrow Instructions and other related documents necessary to facilitate this transaction.

CITY COUNCIL

10. **CONSENT AGENDA**

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

A. Approval of Minutes of the Regular City Council Meeting of March 24, 2011

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

B. Award Bid to Imperial Pipe Services for (4) Traffic Signal Poles and Arms

Recommendation: That the City Council: 1) Award a bid to Imperial Pipe Services; and 2) Authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

PUBLIC HEARING

11. Adoption of Resolution No. 9314 - Setting and Revising Development Fees

Recommendations: 1) That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter; 2) That the City Council adopt Resolution No. 9314 - setting and revising development fees.

COUNCILMEMBER REQUESTED ITEM/ORDINANCE FOR PASSAGE

12. Ordinance No. 1023 - Amending Section 130.04 of the City Code Banning Smoking within Public Parks

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1023, an Ordinance amending Section 130.04 of the City Code to make it unlawful to smoke within Public Parks.

UNFINISHED BUSINESS

13. Approval of Updated Cooperative Agreement with the City of La Mirada for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council authorize the City Manager to execute the Updated Cooperative Agreement with the city of La Mirada for the Valley View Avenue Grade Separation Project.

14. Authorization to Issue a Request for Proposals to Provide Construction Management Services for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council authorize the Director of Public Works to issue a Request for Proposals to provide Construction Management Services for the Valley View Grade Separation Project.

NEW BUSINESS

15. Approve Use of Certified Unified Program Agency (CUPA) Enforcement Penalties for an Optical Imaging System

Recommendation: That the City Council approve the use of \$120,000 from the Environmental Enforcement fund for converting existing and future Environmental Protection Division (EPD) and Fire Prevention Bureau (FPB) paper files into a new electronic records management system using optical imaging.

16. Approval of the Comprehensive Memorandum of Understanding between the Santa Fe Springs General Employees Association and the City of Santa Fe Springs

Recommendation: That City Council authorize the City Manager to sign the Comprehensive Memorandum of Understanding between the Santa Fe Springs General Employees Association and the City of Santa Fe Springs.

17. Approval of Revision of Personnel Policies and Procedures Manual Section 4-7: Performance Evaluation

Recommendation:

That City Council approve the revision of Personnel Policies and Procedures Manual Section 4-7: Performance Evaluation.

18. Contract between the City of Santa Fe Springs and Complete Landscape Care, Inc. for Landscape Maintenance Services

Recommendation: That the City Council take the following actions: 1) Authorize the City Manager to Serve Notice of Termination to Complete Landscape Care, Inc. in accordance with the Agreement and Contract between the parties; 2) Direct the City Manager to solicit a Cost Reduction Proposal from Complete Landscape Care, Inc. to reduce the cost of the existing contract; and, 3) Direct the City Manager to submit a recommendation to the City Council in 60 days regarding the continuation or termination of the City's contract with Complete Landscape Care, Inc.

19. Contract between the City of Santa Fe Springs and Merchants Building Maintenance LLC for Janitorial Services

Recommendation: That the City Council take the following actions: 1) Authorize the City Manager to negotiate a 60-day extension of the City's contract with Merchants Building Maintenance LLC in accordance with the Agreement and Contract between the parties; 2) Direct the City Manager to solicit a Cost Reduction Proposal from Merchants Building Maintenance LLC to reduce the cost of the existing contract; and, 3) Direct the City Manager to submit a recommendation to the City Council in 60 days regarding the extension or termination of the City's contract with Merchants Building Maintenance LLC.

City of Santa Fe Springs

Regular Public Financing Authority/Water Utility Authority/CDC/City Council

April 28, 2011

20. Authorize the Dispensing of City Code Section 34.20 and Purchase of Fire Grant Equipment from Fisher Scientific

Recommendation: That the City Council authorize: 1) Dispensing of City Code Section 34.20 requiring a formal bid process; and 2) Purchase of Fire Grant Equipment from Fisher Scientific in the amount of \$146,367.

CLOSED SESSION

21. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Section 54957)

Title: Environmental/Redevelopment Consultant

Please note: Item Nos. 22– 31 will commence in the 7:00 p.m. hour.

22. **INVOCATION**

23. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

24. Representatives from the Youth Leadership Committee

25. Representatives from the Chamber of Commerce

26. **ANNOUNCEMENTS**

27. **PRESENTATIONS**

Presentation of Youth Leadership Committee Retreat to Green Valley

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

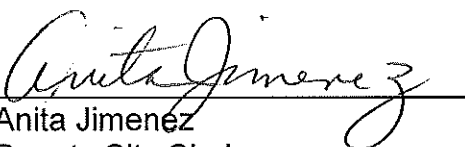
29. **ORAL COMMUNICATIONS**

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

30. **EXECUTIVE TEAM REPORTS**

31. **ADJOURNMENT**

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


Anita Jimenez
Deputy City Clerk

April 21, 2011
Date

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

March 24, 2011

1. CALL TO ORDER

Mayor Serrano called the Regular Water Financing Authority, Public Utility Authority, Community Development Commission, and City Council meetings to order at 6:15 p.m.

2. ROLL CALL

Present: Directors/Commissioners/Councilmembers Luis M. González, Richard J. Moore, and Juanita A. Trujillo, Vice-Chairperson/Mayor Pro Tem William K. Rounds, and Chairperson/Mayor Joseph D. Serrano, Sr.

Also present: Thaddeus McCormack, City Manager; Anita Jimenez, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Hilary Keith, Director of Library & Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

A. Minutes of the Regular Public Financing Authority Meeting of February 24, 2011

Recommendation: That the Authority approve the minutes as submitted.

New Business

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

Recommendation: That the Authority receive and file the report.

Vice-Chairperson Rounds moved the approval of Item #3; Director González seconded the motion which carried unanimously.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the Regular Water Utility Authority Meeting of February 24, 2011

Recommendation: That the Authority approve the minutes as submitted.

New Business

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

Recommendation: That the Authority receive and file the report.

Director Moore moved the approval of Item #4; Director Trujillo seconded the motion which carried unanimously.

COMMUNITY DEVELOPMENT COMMISSION

5. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

No reports.

6. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the Regular Community Development Commission Meeting of February 24, 2011

Recommendation: That the Commission approve the minutes as submitted.

Commissioner González moved the approval of Item #6; Vice-Chairperson Rounds seconded the motion which carried unanimously.

7.&10. JOINT PUBLIC HEARING

Approval of the Proposed Amendment to the Section 8 Administrative Plan

Recommendation: That the Community Development Commission and City Council:
1) Open the Joint Public Hearing, hear a presentation from staff on the matter, and thereafter receive comments from anyone in the audience wishing to comment on the proposed amendment to the Section 8 Administrative Plan; 2) Approve the proposed amendment to the Section 8 Administrative Plan in accordance with Section 5A of the United States Housing Act of 1937 (USHA), as amended by Section 511 of the Quality Housing and Work Responsibility Act of 1998; and, 3) Authorize the Executive Director of the Community Development Commission to submit the approved amendment to the Section 8 Administrative Plan to the Housing Authority for the County of Los Angeles for inclusion with the comprehensive Housing Agency Plan being submitted to the Department of Housing and Urban Development (HUD) in April 2011.

Chairperson/Mayor Serrano opened the Public Hearing at 6:17 p.m. Paul Ashworth gave a presentation on the subject.

There being no one wishing to speak on the matter, Chairperson/Mayor Serrano closed the Public Hearing at 6:19 p.m.

Commissioner/Councilmember González moved the approval of Item #7; Commissioner/Councilmember Trujillo seconded the motion which carried unanimously.

8. **NEW BUSINESS**

Request for Approval to Pay a \$5,000 Assessment by the League of California Cities and the California Redevelopment Association as the CDC's Share for the Creation of a Legal Defense Fund to Defend Against the Elimination of Redevelopment by Legislative Action

Recommendation: That the Community Development Commission approve the expenditure of \$5,000.00 from Activity 4410-4400 (Fund 480) for the purpose of funding the City's share for the creation by the League of California Cities and the California Redevelopment Association of a Legal Defense Fund to defend against the elimination of redevelopment by legislative action.

Commissioner González moved the approval of Item #8; Commissioner Trujillo seconded the motion which carried unanimously. Vice-Chairperson Rounds asked how much money was in this account. Jose Gomez stated that the amount was in the low millions. Paul Ashworth stated that this was not a new appropriation; the Council makes an annual appropriation to this fund. Steve Skolnik added that it is possible that the money will not actually be spent on litigation and, in such case, would be returned.

SUBSEQUENT NEED ITEM

Authorization to Solicit Proposals for Design of the Carmenita/I-5 Freeway and the Alondra/I-5 Waterline Relocation Projects

Recommendation: That the Community Development Commission authorize the Director of Public Works to issue a Request for Proposals for the design of the Carmenita/I-5 and Alondra/I-5 Waterline Relocation Projects.

The Mayor called on the City Attorney. Steve Skolnik stated that the item met the criteria to qualify as a Subsequent Need Item: Public Works staff only became aware of the issue on the Monday prior to the Council meeting; and delaying the item would result in problems with the schedule that Caltrans has laid out.

Commissioner Moore moved to add the item to the agenda; Vice-Chairperson Rounds seconded the motion which carried unanimously.

Commissioner González asked if the City or Caltrans would be paying for the design portion of the project. Don Jensen stated that the City would pay initially, but Caltrans would reimburse the City. Steve Skolnik stated that this would not be a low-bid situation. The City would have the discretion to select the company that provides the preferred design. Staff would return to Council with a recommendation on the company selection.

Commissioner González moved the approval of the Subsequent Need Item; Commissioner Moore seconded the motion which carried unanimously.

CITY COUNCIL

9. CONSENT AGENDA

Approval Minutes

A. Minutes of the Regular City Council Meeting of February 24, 2011

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

B. Resolution No. 9310 – Approval of a Letter of Agreement between the City of Santa Fe Springs and the City of Lawndale Regarding the Exchange of Community Development Block Grant (CDBG) Funds for Fiscal Year 2011-2012

Recommendation: That the Council: 1) Adopt Resolution No. 9310; and 2) Authorize the City Manager to execute any and all documents necessary to complete the exchange of funds on behalf of the City.

Councilmember González asked how the CDBG funds are spent. Thaddeus McCormack answered that the annual allotment is used for low- to moderate-income capital projects, 15% of the money is used on the Teen Program and 10% can be used for administrative costs to provide support to community organizations. Due to restrictive guidelines on allowable expenses, it is recommended that the remainder of the allotment be sold to the City of Lawndale for \$0.70 on the dollar, thereby allowing the City to determine how best to spend the remaining funds.

C. Final Payment - Norwalk/Santa Fe Springs Transportation Center Parking Lot Improvements

Recommendation: That the City Council approve the Final Progress Payment (less 10% Retention) to All American Asphalt of Corona, CA, in the amount of \$264,617.74 for the subject project.

D. Award of Bid to Accuvant for Palo Alto Computer Firewall Security Appliance

Recommendation: That the City Council award a bid to Accuvant and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

Mayor Pro Tem Rounds asked why the City was awarding the bid to Accuvant to buy another company's equipment. Alex Tong explained that Accuvant is a preferred supplier of this equipment and was able to provide it to the City for less than if we purchased it directly.

- E. Award Bid to Pacific Coast Tool & Supply for a Generator, Breakers, Saws, and Accessories

Recommendation: That the City Council award a bid to Pacific Coast Tool & Supply and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

Mayor Pro Tem Rounds moved the approval of Item #9; Councilmember González seconded the motion, which carried unanimously.

11. **PUBLIC HEARING**

2010 Edward Byrne Memorial Justice Assistance Grant Program (JAG)

Recommendation: That the City Council: 1) Open the Public Hearing for those wishing to speak on this matter; and 2) Approve the expenditure of Federal funds (Edward Byrne Memorial Justice Assistance Grant) as outlined in the plan contained herein.

Mayor Serrano opened the Public Hearing at 6:38 p.m. There being no one wishing to speak, Mayor Serrano closed the Public Hearing at 6:39 p.m.

Mayor Pro Tem Rounds moved the approval of Item #11; Councilmember Moore seconded the motion which carried unanimously.

NEW BUSINESS

12. Reconsideration of Alcohol Sales Conditional Use Permit Case No. 49

Request for approval to allow the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 49 involving the storage and wholesale distribution of alcoholic beverages at 13225 Marquardt Avenue within the Consolidated Redevelopment Project Area - (RPM Consolidated Services, Inc.; Applicant, Shawn Duke)

Recommendation: That the City Council take the following actions: 1) Find and determine that the proposed project is a categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law; and 2) Approve the Reconsideration of Alcohol Sales Conditional Use Permit No. 49 for a period of (3) three years until April 14, 2014, subject to the listed conditions of approval as contained in this staff report.

Councilmember González moved the approval of Item #12; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

13. Traffic Engineering Support Services

Recommendation: That the City Council authorize the Director of Public Works to negotiate and execute a professional services agreement with Coory Engineering to provide traffic engineering support services for the City with a not-to-exceed annual budget of \$60,000.

Councilmember Moore stated that he was opposed to bringing back retired employees to do jobs that could be done in-house. He asked if there was a City policy that required employees to be evaluated annually. Thaddeus McCormack stated that he was not sure if it was a policy or a procedure to complete evaluations annually. He will report back to the Council and committed to work with staff to ensure that annual evaluations occur. Councilmember González agreed with the need for annual staff evaluations. He also agreed that in-house staff should be trained to step in when employees are sick or on leave. He asked if there was someone on staff who could complete the proposed work. Don Jensen stated that even with his 20 plus years of experience, he did not feel he had the qualifications to complete the work. He further stated that the responsibilities and qualifications of Traffic Engineers are highly specialized and that it is common practice for cities to hire retired Traffic Engineers as contract employees. Thaddeus McCormack committed to plan for these types of job transitions in the future.

Mayor Pro Tem Rounds moved the approval of Item #13; Mayor Serrano seconded the motion which carried by the following roll call vote:

Ayes:	Councilmembers González and Trujillo, Mayor Pro Tem Rounds, Mayor Serrano
Noes:	Councilmember Moore
Abstain:	None
Absent:	None

14. Extension of Section 190 Agreement for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council take the following actions: 1) Approve the Extension Agreement with the California Department of Transportation for the allocation of Section 190 funds to the Valley View Avenue Grade Separation; and 2) Authorize the Director of Public Works to execute the Agreement.

Councilmember Moore moved the approval of Item #14; Councilmember Trujillo seconded the motion which carried unanimously.

15. Authorize the Lease/Purchase of Four (4) Ford Crown Victoria Police Interceptor Vehicles

Recommendation: That the City Council authorize the Director of Purchasing to lease/purchase four (4) Ford Crown Victoria Police Interceptor vehicles in the total amount of \$95,054.08 and authorize the Director of Purchasing Services to solicit financing options for the vehicles.

Councilmember González moved the approval of Item #15; Councilmember Trujillo seconded the motion which carried unanimously.

16. Renewal of Five-Year Weed Abatement Services Agreement

Recommendation: That the City Council approve the 2011/2016 Services Agreement with the County of Los Angeles Agricultural Commissioner/Weights and Measures Department for weed abatement services.

Councilmember González moved the approval of Item #16; Councilmember Trujillo seconded the motion which carried unanimously.

Mayor Serrano recessed the meeting at 6:56 p.m.

Mayor Serrano reconvened the meeting at 7:15 p.m.

17. **INVOCATION**

The Invocation was led by Councilmember Trujillo.

18. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Youth Leadership Committee.

INTRODUCTIONS

19 Representatives from the Youth Leadership Committee introduced themselves.

20. Representatives from the Chamber of Commerce – Mayor Serrano introduced Chamber Members Lisa Boyajian of Ansa Insurance Services and Curtis Mello of Heraeus Metal Processing.

21. **ANNOUNCEMENTS**

Mayor Pro Tem Serrano called on Hilary Keith for Community Announcements.

PRESENTATIONS

22. Proclaiming April 2011 as Santa Fe Springs Reads Month

Mayor Serrano called on Hilary Keith who prefaced the event. The Deputy City Clerk read the proclamation. The Mayor presented the proclamation to the Friends of the Library. Photos with the Council were taken.

23. Proclaiming April 10-16, 2011, as Safety Seat Checkup Week

Mayor Serrano stated that the City had received a request from SafetyBeltSafe U.S.A. to proclaim the week of April 10-16, 2011, as Safety Seat Checkup Week. The Deputy City Clerk read the proclamation. The Mayor presented the proclamation to Captain Aviv Barr and Dino Torres. Photos with the Council were taken.

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

No appointments were made.

25. **ORAL COMMUNICATIONS**

Mayor Serrano opened Oral Communication at 7:25 p.m. There being no one wishing to speak Mayor Serrano closed Oral Communications at 7:26 p.m.

26. **EXECUTIVE TEAM REPORTS**

There were no reports.

27. **ADJOURNMENT**

At 7:27 p.m., Mayor Serrano adjourned the meetings in the memory of Donald Montes, son of Beautification Committee member Juanita Montes.

Joseph D. Serrano, Sr.
Mayor Pro Tem

ATTEST:

Anita Jimenez, Deputy City Clerk



City of Santa Fe Springs

Public Financing Authority Meeting

April 28, 2011

NEW BUSINESS

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

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority is the City entity that is utilized to facilitate the issuance of public purpose debt in Santa Fe Springs. The following is a brief status report on the debt instruments currently outstanding that were issued through this financing authority.

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 3/31/11	None
Outstanding principal at 3/31/11	\$20,475,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 3/31/11	None
Outstanding principal at 3/31/11	\$17,540,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 3/31/11	None
Outstanding principal at 3/31/11	\$4,555,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 3/31/11	None
Outstanding principal at 3/31/11	\$4,375,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 3/31/11	None
Outstanding principal at 3/31/11	\$3,060,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 3/31/11	None*
Outstanding principal at 3/31/11	\$29,864,247


Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 3/31/11	None
Outstanding principal at 3/31/11	\$14,940,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 3/31/11	None
Outstanding principal at 3/31/11	\$41,685,000

The City and Community Development Commission budgets include sufficient appropriations to meet the debt service obligations associated with these issues and it is anticipated that the Fiscal Year 2010-11 revenue sources funding these appropriations will be sufficient as well.



Thaddeus McCormack
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds has been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds are not included but will eventually be reimbursed from Federal, State and County sources and will again be available for appropriation.

REFER TO ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

April 28, 2011

NEW BUSINESS

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

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

New Well Located Within Zone II

Continued work is being done to enable the construction of a new water production well on City property located on Radburn Avenue and Borate Street. This work includes the construction of a storm drain system, CEQA documentation, Department of Public Health permit applications, and developing a request for proposal to begin well construction.

Underpass Access Doors

This project involves the replacement of five existing access hatch covers at the Florence, Santa Fe Springs, Imperial, Telegraph, and Carmenita Underpasses. Continued design work is in process to allow staff to formulate a request for proposal. The objective of this project is to provide the Underpasses with more practical access cover.

South Coast Air Quality Management District Retrofits

Staff is in the process of developing specifications for the replacement of emission control units on all Internal Combustion Engines that provide potable water delivery throughout the City. The Internal Combustion Engines are located at the City Reservoirs.

FISCAL IMPACT

The projects are to be funded through the Capital Improvement Project program in place. Currently the projects are fully funded.

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a much needed source of potable water within zone II and the well will enhance the reliability of the City's water system. The Underpass Access Doors will provide staff with a safe entry into the confined spaces of the underpasses to conduct maintenance. New emission control units will help meet new air quality standards set forth by the SCAQMD.

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

Thaddeus McCormack
Executive Director

Attachment(s):

None.



City of Santa Fe Springs

Water Utility Authority Meeting

April 28, 2011

NEW BUSINESS

Authorization to Solicit Proposals for Hydrogeological Services for the Construction of a New Water Well In Zone II

RECOMMENDATION

That the City Council authorize the Director of Public Works to issue a Request for Proposals for Hydrogeological Services for the Construction of a New Water Well In Zone II.

BACKGROUND

A newly developed water well within Zone II will provide 1,500 – 2,000 gallons-per-minute of potable water for the area served south of Imperial Highway. The new well will provide potable water to industrial, commercial, and residential customers; provide for fire suppression needs, and supply one of the City's four-million gallon reservoirs.

Given the scope, complexity and timing of the work to be done, staff believes a professional groundwater geologist with experience in well development should be hired to assist Public Works with the preparation of the plans and specifications needed to develop a new well, as well as to provide inspection services during well drilling operations.

FISCAL IMPACT

The Capital Improvement Program includes sufficient funding to cover the cost of this work.

INFRASTRUCTURE IMPACT

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

Thaddeus McCormack
Executive Director

Attachment(s):

Request for Proposals

REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS **HYDROGEOLOGICAL SERVICES DURING THE** **CONSTRUCTION OF A NEW WATER PRODUCTION WELL** **IN ZONE II**

1. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to secure the services of a groundwater consultant to provide professional hydrogeological services for the drilling, design, construction and testing of a new municipal-supply water well for the City of Santa Fe Springs water system. The goal of the project is to design a new high-capacity groundwater well within Zone II of the City's water system that will enhance the City's ability to provide a reliable, high quality, and cost effective water service to its current and future customers.

2. SUBMITTAL OF PROPOSALS

Interested and qualified firms shall submit six (6) copies of their proposal in accordance with the instructions in this RFP by 3:00 p.m. on Thursday, date x, 2011. The envelope shall be labeled "SEALED PROPOSAL FOR HYDROGEOLOGICAL SERVICES FOR THE CONSTRUCTION OF A NEW WATER WELL IN ZONE II – DO NOT OPEN WITH REGULAR MAIL". The proposers name and address shall be clearly marked on the outside of the envelope.

Proposals are to be mailed or delivered by messenger to:

Mr. Donald K. Jensen
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Faxed or emailed proposals will not be accepted nor will the City entertain any sales calls or presentations during the RFP process. Proposals received after the date and time specified above will be returned to the proposer unopened.

3. CONTACT PERSON

All questions on the Request for Proposals shall be directed to:

Mr. Frank D. Beach, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone #: (562) 868-0511 ext. 3611
Fax: (562) 946-9165
Email: frankbeach@santafesprings.org

Proposers are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City will issue a written addendum clarifying the matter.

4. **PROJECT DESCRIPTION**

The City's Water system has approximately 6,000 service connections through a pipeline network of approximately 108 miles. The large industrial makeup of the City creates high daytime water demands and low nighttime demands. Total weekly flows vary between 95-acre feet and 180-acre feet during the year. The City's potable system is currently supplied by two groundwater sources, two MWD connections, and two (2) four-million (4,000,000) gallon reservoirs, each with a booster pumping station. The City's water system consists of two (2) pressure zones. Zone I utilizes a single production well, whereas Zone II is currently 100% supplied by the Metropolitan Water District (MWD).

This RFP is specifically intended for consulting firms that have the necessary background, experience and personnel needed during the drilling, construction and testing of a new potable water well that will serve all the needs of a municipal-supply water system. The City desires to have all work performed under a Professional Hydrogeological Specialist licensed to practice in the State of California that has extensive experience and familiarity of U.S. Environmental Protection Agency (EPA) regulations, California Department of Public Health (CDPH) Title 22 and Title 17 regulations, with respect to new well construction and development and a working knowledge of American Water Works Association (AWWA) water well standards.

5. **GOALS OF THE PROJECT**

The City has identified the following goals and objectives for the project:

- Prepare a preliminary design report (PDR) for the new well.
- Develop a set of plans and technical Specifications, cost estimates for well construction.
- Provide inspection and management services for drilling.
- Provide inspection of casing and gravel pack installation.
- Conduct final pumping tests.
- Conduct water quality sampling and arrange for water testing.
- Process the necessary operational permit application for the California Department of Public Health (CDPH).
- Complete all Drinking Water Source Assessment Protection Documentation (DSWAP)
- Provide a State Department of Water Resources (DWR) well completion report. Obtain, categorize, and present all well construction activities and water quality data in a final Summary of Well Construction Operations Report.
- Obtain, categorize, and present all well construction activities and water quality data in a final Summary of Well Construction Operations report.

The Consultant will be expected to participate in:

- Field or office meetings with City staff.
- Study sessions with the Planning Commission or City Council
- A meeting to present the DWSAP.
- A meeting to present the results of drilling and testing the new well.

6. **SCOPE OF WORK**

Task 1 – Consultation with City Staff

At the commencement of the project, the Consultant will hold a "kickoff" meeting with City staff at City Hall to discuss the following:

- The scope and schedule for the project.
- The specific tasks and milestones to be accomplished, and the strategy to accomplish the project tasks.
- Documents available to assist the Consultant.
- The timeline for project execution. This timeline will serve as the basis for subsequent action, in accordance with the final agreed upon Scope of Work.

A work plan will be prepared for this project to set forth the significant milestones and deliverables by task for the team members (both City staff and the Consultant) to ensure compliance with the established project execution strategy.

Task 2 – Drinking Water Source Assessment Program (DSWAP)

Consultant shall prepare a Drinking Water Source Assessment Program (DSWAP) that will satisfy the 1996 Safe Drinking Water Act (SDWA) and their respected amendments. The program will include source water assessment and well head protection. Key elements of the DSWAP are protection area and zone delineation, inventory of possible contaminating activities and vulnerability analysis. A completed program shall be delivered to the CDPH Drinking Water Program. The DWSAP will include but not limited to:

- Location of the drinking water source, via longitude, latitude, and use of GPS, or use of another method with similar accuracy
- Delineation of source area and protection zones, Identify watershed boundaries
- Drinking water physical barrier effectiveness check list in terms of barrier effectiveness to prevent contamination based on geology and hydrogeologic considerations
- An inventory checklist of Possible Contaminating Activities (PCA) that may occur within the source area
- A vulnerability ranking for each (PCA) In terms of risk ranking, location (on watershed or zones), and the physical barrier effectiveness of the source. Prioritize a list of PCA and place on an assessment map
- An assessment map that shows location of potable source, Source area, Zones, and PCA listing.

- A completed assessment and summary with two (2) copies delivered to City staff and an original copy delivered to CDPH Drinking Water Program.

Task 3 – Preliminary Well Design Report (PDR)

Consultant shall prepare a PDR addressing all components of the well drilling including but not limited to:

- Expected depth and diameter of well casing.
- Casing material
- Depth of screened intervals
- Filter pack gradation
- Sounding tubes
- Expected pumping capacity
- Recommended well drilling method
- Geologic conditions and impact on drilling
- Sequence of drilling operations
- Noise abatement measures during drilling
- Disposal of well development water

Prepare a preliminary schedule for completing the design and construction of the well drilling, include each milestone. This schedule shall be provided in MS Project format.

Task 4 - Plans and Technical Specifications

Consultant shall prepare all Plans and Technical Specifications necessary for obtaining bids to construct, develop, and test the well. The Plans and Technical Specifications shall address all aspects of the well drilling and installation including but not limited to:

- General site requirements including: dust/runoff/noise control, working hours, disposal of waste (refuse, drill cuttings, etc.), temporary utilities, temporary controls (enclosures, barriers, fencing), cleaning, storage
- Required permits (includes State and local Notice of Intent and completion filing if applicable)
- Wastewater discharge requirements
- Construction surveying
- Quality control and testing
- Parking/traffic control
- Project record documents and contract closeout
- Clearing, grubbing, and restoration of the well site, as necessary
- Well installation and sequence/phasing
- Well drilling
 - Location, depth, and dimensions of well
 - Drilling methods, operations (speed), and equipment
 - Casing and other materials of construction
 - Casing depth

- Drilling, installing, cementing of conductor casing
- Depth of sanitary seal
- Pilot and final borehole drilling
- Geologic sampling/logging, mechanical grading, short and long normal resistivity, spontaneous potential, gamma-ray, acoustic sonic)
- Isolated aquifer zone testing for yield and water quality, general mineral and physical properties, pH, temperature, electrical conductivity, water quality, discharge rates, static and pumping water levels, etc.
- Verification of borehole alignment
- Installation of casing and screening intervals
- Installation of sampling tube
- Filter pack materials and installation
- Annular seal
- Well development
 - Airlift
 - Swabbing and bailing
 - Pumping and surging
- Final pumping tests (step and constant rate tests)
- Spinner logs
- Water quality testing
- Well video and alignment
- Disinfection
- Wellhead completion/capping

Plans and Specifications shall include all items necessary to solicit bids for the construction of the project including a detailed bid schedule showing units and total quantities. Consultant shall also provide an engineer's estimate of construction cost and a construction schedule.

Task 5 – Management of Construction Services

A. Construction Coordination/Support

City will manage the construction contract with Consultant providing construction coordination services to ensure that the well is installed per plans and specifications. Activities shall include but not be limited to:

- Review contractor materials and other (i.e. shop drawings) submittals for compliance with project requirements.
- Review and respond to requests for information.
- Review change orders.
- Review invoices for accuracy.

B. Construction Inspection

Consultant shall provide construction inspection services necessary to ensure that the well is installed in accordance with contract plans, specifications, and applicable regulatory requirements. Construction activities and inspection services anticipated under the well installation phase include but are not limited to:

- Daily coordination with City regarding project status via phone, cell phone, e-mail, fax, etc. as necessary throughout the course of the project.
- Document (written, photo, video) site and work conditions/operations before, during, and after construction; Work reports and photos to be submitted daily.
- Prepare and inspect completion of punch list items.
- File/organize project paperwork/correspondence.
- Prepare as – built drawings to accurately document all changes in the field and reflect actual construction.
- Logging of pilot borehole drilling and geophysical borehole logging.
- Collect and geologically evaluate samples of drill cuttings at ten-foot (10') intervals or more frequently if necessary.
- Analysis of geophysical borehole logging and selection of zones for Isolated Aquifer Zone Testing.
- Inspection of Isolated Aquifer Zone Testing including measurement and monitoring of test data.
- Collection and analysis of water quality samples.
- Selection of soil samples for mechanical grading analyses.
- Inspection of borehole enlargement.
- Inspection of casing, screen, filter pack, and annular seal installation.
- Inspection of initial well development via air lift and swabbing including measurement and monitoring of discharge water characteristics.
- Inspection of final well development via pumping and surging including measurement and monitoring of discharge water characteristics.
- Inspection of step drawdown and constant rate pumping tests, spinner logs, and collection and analyses of water quality samples.
- Inspection of well video and alignment survey.
- Inspection of well disinfection.
- Inspection of wellhead completion/capping.

Task 6 – Permitting

Consultant shall either complete and submit and/or oversee the completion and submittal, as applicable, of the necessary permit applications and pay (as necessary) the appropriate fees to obtain the following permits (but not limited to):

- Los Angeles County Department of Health Services (LADHS) Well Construction Permit.

- Los Angeles County Flood Control District Storm Drain (Encroachment) Permit, if applicable.
- National Pollution Discharge Elimination System (NPDES) Permit, as applicable.
- California Department of Public Health (CDPH) Drinking Water System Permit, amendment to add new facilities (i.e. water well to existing system) including the DWSAP Report. It should be noted that some of the required information will be provided by CDPH prior to well construction and the remainder will be provided following well completion and testing.

Task 7 – Summary of Well Construction Report

This task will involve the preparation and submittal of a final Summary of Construction Operations Report to document the drilling, construction, development and testing of the new well. This report will include: a description of the drill cuttings; the results of the electric logging and the isolated aquifer zone testing; the types and depths of the well casing and the gravel pack and cement seal(s); the types and durations of all well development; the types of pumping tests performed and the results of those final pumping tests; and other information deemed important to the documentation of the construction and testing of the new well. The final design shall be based on the results of these activities and include but not limited to design of the following parameters: casing, screened intervals, filter pack, anticipated safe yield, anticipated water quality, depth of well appurtenances, etc.

7. CONTENT OF PROPOSAL

The proposal should be limited to **no more than eight double-sided pages** (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

- A. Statement of project understanding containing any suggestions to expedite the project or special concerns that the City should be made aware. The proposal should include **any additional work tasks** the consultant feels are necessary for the successful completion of the project.
- B. A project team organization chart identifying those who will actually perform the work and a brief resume of each team member, including similar types of projects in which they have been directly involved. Identify the Project Manager and the Project Professional proposed for this project. The Project Manager will be the primary contact person to represent the firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.
- C. A list of similar projects that the firm has completed within the last five (5) years. Information on the completed projects shall include project name and description, agency and client name along with the person to contact and telephone number, year completed, contract fee, and final project cost.

- D. An explanation of how the project will be done and verification that the Consultant has the ability to perform the required services in a timely manner.
- E. A Fee Proposal and Schedule of Performance in a separately sealed envelope (Section 4).

8. **CONSULTANT SELECTION**

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Criteria for the evaluation of the proposals will include:

- A. Completeness of proposal.
- B. Firm and key project team member's experience in performing similar work.
- C. Firm and key project team member's experience in working with State DHS title 22 and title 17 regulations.
- D. Firm and key project team member's record in accomplishing work assignments for projects.
- E. Consultant's demonstrated understanding of the scope of work.
- F. Quality of work previously performed by the firm as verified by reference checks.
- G. Relevant project experience.
- H. Verification that Consultant can meet scheduled project dates.

In addition to the written proposal, the three most qualified firms will be interviewed by the City of Santa Fe Springs evaluation committee. The Consultant should have available the project manager and key project personnel to discuss the following:

- A. The major elements of the proposal and be prepared to answer questions clarifying their proposal.
- B. A description of previously related experience for key project team member(s). Work sample exhibits may also be used.
- C. The proposed project schedule.
- D. The proposed personnel resources.

9. **FEE PROPOSAL**

The Consultant's submittal shall comply with the following requirements:

- A. Two copies of a Fee Proposal and Schedule of Performance shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with the name of the company and the project title.

- B. "Fee Proposal" should include, but not be limited to, the fee proposed by the consultant, the name of the designated project manager and a list of sub-consultants, if any, to be used on the project, and the name of the company representative empowered to sign contracts on behalf of the firm.
- C. The Schedule of Performance shall depict individual project tasks, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The proposal shall include a breakdown of the estimated number of hours, by personnel category, needed to complete each task. In addition, the fee shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- D. The terms and conditions for obtaining 'reimbursable costs' shall be identified in the proposal.

10. ESTABLISHMENT OF CONTRACT

The City will select the Preferred Consultant based on qualifications, and then negotiate a contract price based on available funding.

11. PROFESSIONAL SERVICES AGREEMENT

A Professional Services Agreement shall be signed by the consultant prior to a Notice to Proceed being issued. No change in the scope of consultant services will be permitted without mutual written approval by the City and the Consultant.

12. INSURANCE REQUIREMENTS

The Consultant shall not commence work on this project until insurance coverage outlined below has been obtained, and such insurance has been approved by the City. Nor shall the Consultant allow any sub-consultant to commence work on the project until all similar insurance required by the sub-consultant has been obtained. The following minimum insurance coverage is required of the Consultant and all sub-consultants:

- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence;
- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident;
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence; (Such insurance shall include coverage for owned, hired and non-owned automobiles.)
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.
- All Certificates of Insurance of any kind shall name the City of Santa Fe Springs as additional insured with respect to the performance by the Consultant and all sub-consultants. The City will accept only Additional Insured (Form B),

CG2010, with an edition date prior to 1993, unless approved otherwise by the City Attorney.

13. CITY RESPONSIBILITIES

The City of Santa Fe Springs will be responsible for providing available technical data as well as consultation as requested by the Consultant.

14. COMPENSATION AND PROGRESS PAYMENTS

Consultant will be compensated on the basis of a fixed-fee contract with a final not to exceed cost to be negotiated following selection of a Preferred Consultant. Progress payments to the consultant will be based on the percentage of individual work tasks that have been satisfactorily completed and accepted by the City. Under no circumstances will the Consultant be paid more than 90% of the total project fee or the fee for any specific task until the final PS&E package has been approved by the City Engineer for the City of Santa Fe Springs.

15. RIGHT TO REJECT ALL PROPOSALS

- The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that a contract will be issued pursuant to this RFP or otherwise.
- The City also reserves the right to award a portion of work or combination, thereof.
- All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to the City become the property of the City.
- This RFP is not a contract or commitment of any kind by the City, it does not commit the City to enter into negotiations with any firm and the City makes no representations that any contract will be awarded to any firm that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

16. ADDENDUM TO THE RFP

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. All written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications or deviations from the requirements of this RFP unless they have been documented by addenda to this RFP.

17. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Proposer who elects to submit a proposal in response to this RFP or by any Proposer that is selected. Pre-contractual expenses are defined as expenses incurred by Proposers and the selected Proposer, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting that Proposal to the City;
- Negotiations with the City on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Proposer prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent.

18. CONFLICT OF INTEREST

Proposers are advised that the City intends to award a contract for this project through a process of full and open competition. By responding to this RFP, each Proposer represents to the best of its knowledge that:

- Neither Proposer, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the Santa Fe Springs City Council or staff since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Proposer, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP that has not been generally available to all Proposers, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the City.
- Neither Proposer, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by the Project.
- Neither Proposer, nor any of its affiliates, proposed subconsultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City of Santa Fe Springs who exercises any functions or responsibilities in connection with the Project.

19. **CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

The respondent acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the respondent believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

20. **DISCLAIMERS**

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.

REFER TO ITEM 3A



City of Santa Fe Springs

Community Development Commission Meeting

April 28, 2011

NEW BUSINESS

Approval of Amendment to Agreement for Professional Services, State of California, Office of Environmental Health Hazard Assessment (OEHHA)

RECOMMENDATION

That the Community Development Commission:

1. Approve Amendment #1 to Contract #09-E0014 an agreement between the State of California, Office of Environmental Health Hazard Assessment and the CDC; and
2. Authorize the Executive Director to sign all necessary documents on behalf of the Commission.

BACKGROUND

The State Office of Environmental Health Hazard Assessment (OEHHA), is responsible for reviewing 'Health Risk Assessments' (HRAs) for given sites. The HRAs are a scientific way of determining if a formerly contaminated site is safe to occupy. OEHHA is an impartial third-party which reviews the evidence and makes a finding if a site is safe. Each case is unique and factors such as the type of on-site contamination, proposed land use, and type of construction are all taken into account by OEHHA before making a determination.

In January 2005, the CDC entered into a two-year agreement with OEHHA for assistance in reviewing HRAs. The agreement was extended in early 2007 for an additional two years. Subsequently, in April 2009 the CDC entered into a new agreement with OEHHA which is about to expire in May 2011. If the Commission desires to maintain the ongoing service relationship with the State it is necessary to approve an extension before the current agreement expires. OEHHA has provided very valuable services in the past, including reviewing the HRAs for the Villages project.

Under most circumstances, regulatory agencies such as the Regional Water Quality Control Board and the Department of Toxic Substance Control will not issue 'No Further Action' letters for sites, until an HRA has been prepared and approved by an impartial third-party acceptable to these regulatory agencies. Maintaining a contract with the State has enabled OEHHA to respond quickly to requests made by the CUPA and CDC. Based on past experience it is in the best interests of the CDC to continue the agreement for professional services with OEHHA.


Attached is a draft amendment to the agreement with the State (OEHHA Contract #09-E0014), as well as a copy of the original contract. If approved, the Amendment will extend the contract for one additional year. During the next few years, it is possible that several projects in Santa Fe Springs, including Lakeland Development, and the CDC-owned properties along Telegraph Road, will all involve HRAs. By approving this Amendment, the CDC and CUPA will be able to access OEHHA services quickly and with a minimum of effort.

FISCAL IMPACT

In order to set up an account with the State, it is necessary to place an estimated amount in the body of the agreement. Staff projects that as much as \$15,000 could be expended over the next year under this contract. However, any funds expended will have been approved as part of the annual budget process, or will be reimbursed to the CDC from developers requesting assistance from the CDC.

INFRASTRUCTURE IMPACT

There is no anticipated impact to infrastructure as a result of entering into this agreement for professional services.



Thaddeus J. McCormack
City Manager



Paul Ashworth
Executive Director

Attachment(s)

1. Amendment #1 to Agreement for Professional Services – Office of Environmental Health Hazard Assessment
2. Copy of Original Agreement

Suggested Draft

AMENDMENT #1 TO THE COMMUNITY DEVELOPMENT COMMISSION

OF THE CITY OF SANTA FE SPRINGS

CONTRACT #09-E0014 To

Provide (On-Call) Risk Assessment Services

The City of Santa Fe Springs (City) and CAL/EPA-Office of Environmental Health Hazard Assessment (OEHHA) hereby agree that the agreement identified as City of Santa Fe Springs Agreement No. 09-E0014 previously entered into by the parties is amended as follows:

1. OEHHA-City Agreement No. 09-E0014 is amended to extend term only. Amendment Number 1 adds one (year) of time to the original contract. The contract term shall now read July 6, 2009 through July 6, 2012.

All other terms and conditions remain the same.

**Community Development Commission
of the City of Santa Fe Springs**

**CAL/EPA-Office of Environmental
the Health Hazard Assessment**

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

AGREEMENT:
LOCAL GOVERNMENTAL ENTITY – OFFICE OF ENVIRONMENTAL
HEALTH HAZARD ASSESSMENT
AGREEMENT FOR PROFESSIONAL SERVICES - RISK ASSESSMENT

This AGREEMENT is made and entered into this 1st day of April 2009 by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, a body corporate and politic, (hereinafter referred to as the "CDC"), and THE STATE OF CALIFORNIA, OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT (hereinafter referred to as the "CONTRACTOR").

I. RECITALS

WHEREAS, the CDC is the agency responsible for implementing redevelopment activities in the City of Santa Fe Springs (hereinafter referred to as the "City"). Furthermore, the CDC is the owner of real property within the City that is contaminated and in need of remediation; and

WHEREAS, the CDC is actively pursuing the redevelopment of various sites within the City including the CENCO Refinery, and other sites subject to oversight by the California Regional Water Quality Control Board (hereinafter referred to as "the Sites"); and

WHEREAS, the Sites are contaminated with a variety of constituents primarily related to the exploration, production and refining of petroleum products, which are required to be addressed by the California Regional Water Quality Control Board (hereinafter referred to as "CRWQCB"); and

WHEREAS, the CDC and the property owners of the Sites have retained environmental consultants to address contamination at the Sites, and wherein the consultants have prepared environmental documents which are required to be approved by the CRWQCB; and

WHEREAS, in order to expedite review of both the environmental documents and to timely redevelop the Sites, the CRWQCB has authorized the CDC to enter into an agreement with the State of California, Office of Environmental Health Hazard Assessment (OEHHA) wherein OEHHA would conduct an analysis of the aforementioned environmental documents, including but not limited to Human Health Risk Assessments prepared for the Sites; and

WHEREAS, the CDC and the CRWQCB have entered into a Reimbursement Agreement, so that *the* CDC will reimburse the CRWQCB for all costs incurred by the CRWQCB in its administration of the agreement with OEHHA to conduct the risk assessment analysis,; and

WHEREAS, the CDC desires technical assistance in the evaluation of the risk assessment documents for the Sites; and

WHEREAS, the CONTRACTOR is prepared to provide such services on the terms and conditions set forth in this Agreement and attachments which are incorporated as part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the CDC and the CONTRACTOR agree as follows:

II. TERMS AND CONDITIONS

A. MISSION. The CDC hereby retains the CONTRACTOR and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERM. The term of this Agreement shall commence as of the date of this Agreement and shall continue in effect until the services provided for herein have been performed or until a date twenty-four (24) months from such date, whichever occurs sooner, unless this Agreement is sooner terminated as provided for hereinafter. Services shall be undertaken and completed in such a sequence as to assure their effectiveness in implementing this Agreement.

C. CONTRACTOR RESPONSIBILITIES. The CONTRACTOR'S services shall include the professional services as detailed in EXHIBIT A.

D. COMPENSATION. The compensation for the services as outlined in EXHIBIT A shall not exceed \$50,000. The CONTRACTOR will submit monthly invoices to the CDC for work actually performed, invoiced on an hourly basis at the rates set forth in EXHIBIT B.

All invoices should be accompanied by documentation setting forth in detail a description of the services rendered. The CDC shall make payment within 30 days of receipt of invoice. Invoices shall be sent to:

Paul R. Ashworth
CDC of the City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

E. REIMBURSABLE EXPENSES. The CONTRACTOR shall bill the CDC for reimbursable expenses including mass production photocopying, photographs and slides, mileage, messenger service, parking and long-distance phone calls.

F. OWNERSHIP OF DOCUMENTS. All studies, papers, files, drawings, contracts, reports and other such documents prepared or developed in accordance with this Agreement by the CONTRACTOR shall remain the property of the CDC or the Responsible Parties.

G. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform the work as provided herein as an independent contractor and shall not be considered an employee of the CDC or under CDC supervision or control. This Agreement is by and between the CONTRACTOR and the CDC, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or associate, between the CDC and the CONTRACTOR.

H. INDEMNIFICATION. The CONTRACTOR agrees to indemnify, defend and save harmless the CDC, its agents, officers and employees only from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage arising from or directly connected with the CONTRACTOR'S review of the assessment of human health and/or environmental risks at the Sites which services are more particularly described in Exhibit A.

I. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and the CONTRACTOR shall not assign nor transfer any interest in this Agreement without the prior written consent of the CDC. Claims for money by the CONTRACTOR from the CDC under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CDC.

J. INSURANCE. The CDC agrees to accept evidence of self-insurance from CONTRACTOR for all lines of insurance, including General Liability and Workers' Compensation Insurance. The CONTRACTOR shall provide the CDC with satisfactory evidence of self-insurance coverage upon the CDC's request.

Workers' Compensation. The CONTRACTOR agrees to maintain at its expense, during the term of this Agreement, all necessary insurance, or self-insurance, for its employees engaged in the performance of this Agreement, including, but not limited to, Workers' Compensation insurance, and to provide the CDC with satisfactory evidence of such insurance, or self-insurance, coverage upon the CDC's request.

Failure on the part of the CONTRACTOR to procure or maintain required insurance, or self-insurance, shall constitute a material breach of this Agreement upon which the CDC will immediately terminate this Agreement.

K. NON-DISCRIMINATION. The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

L. SEVERABILITY. In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

M. INTERPRETATION. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if both parties drafted it hereto.

N. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the CONTRACTOR by the CDC and contains all the covenants and agreements between the parties with respect to such retention.

O. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

P. TERMINATION OF AGREEMENT. This Agreement may be terminated at the sole discretion of either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the CDC, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CDC for damages sustained by the CDC by virtue of any breach of this Agreement by the CONTRACTOR, and the CDC may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CDC from the CONTRACTOR is determined.

Q. CHANGES. The CDC or the CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S

compensation, which are mutually agreed upon by and between the CDC and the CONTRACTOR, shall be incorporated in written amendments to this Agreement.

R. COMPLIANCE WITH LAWS. The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this Agreement.

S. PROPOSAL. EXHIBIT A and EXHIBIT B, as well as any and all addenda or additions mutually agreed upon in writing by both parties herein, are incorporated by reference to this Agreement.

III. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR:

Deputy Director,
Administration and Program Support
Office of Environmental Health Hazard
Assessment
1001 I Street
P.O. Box 4010
Sacramento, CA 95812

To the CDC:

Executive Director
CDC of the City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

IN WITNESS HEREOF, the CDC and CONTRACTOR have executed this Agreement as of the date first herein above set forth.

CDC of the City of Santa Fe Springs

STATE OF CALIFORNIA

PAUL R. ASHWORTH
Executive Director

Date: _____

MARGIE J. LEARY
Deputy Director,
Administration and Program Support
Date: _____

EXHIBIT A STATEMENT OF WORK

The Office of Environmental Health Hazard Assessment (hereinafter referred to as "OEHHA") hereby enters into an agreement with the Community Development Commission of the City of Santa Fe Springs (CDC) to review the assessment of human health and/or environmental risks at various sites under the oversight of the California Regional Water Quality Control Board (CRWQCB).

Under a separate annual contractual agreement with the California State Water Resources Control Board (SWRCB), OEHHA provides consultative services to the CRWQCBs on health risks from exposure to hazardous materials at contaminated sites of which the CRWQCBs have regulatory oversight authority for cleanup pursuant to State Water Resources Control Board Resolution No. 92-49 (As amended on April 21, 1994 and October 2, 1996) Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304.

In recent years, the number of contaminated sites requiring a human health and/or environmental risk assessment review far exceeded the CRWQCBs' contractual ability to have the work performed by OEHHA. To fulfill this unmet need, OEHHA assists local governmental entities, upon request, in reviewing human health and/or environmental risks at various sites undergoing cleanup. The CRWQCB has no fiscal or administrative responsibility under this agreement.

The Project Representatives during the term of this agreement will be:

<i>CDC of the City of Santa Fe Springs</i>	Office of Environmental Health Hazard Assessment
<i>Attention: Paul R. Ashworth</i>	Attention: Jim Carlisle
<i>Address: 11710 Telegraph Road Santa Fe Springs, CA 90670</i>	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812
<i>Phone: 562-868-0511</i>	Phone: (916) 323-2635
<i>E-Mail: pashworth@santafesprings.org</i>	E-Mail: jcarlisle@oehha.ca.gov

The parties may change their respective Project Representative upon providing ten (10) days written notice to the other party.

The Project Administrative Contacts during the term of this agreement will be:

<i>CDC of the City of Santa Fe Springs</i>	Office of Environmental Health Hazard Assessment
<i>Attention: Andy Lazzaretto</i>	Attention: Arlene Nishimura
<i>Address: 11710 Telegraph Road Santa Fe Springs, CA 90670</i>	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812
<i>Phone: 562-868-0511</i>	Phone: (916) 324-3732
<i>E-Mail: alazzaretto@santafesprings.org</i>	E-Mail: anishimu@oehha.ca.gov

The Project Administrative Contacts are responsible for executing tasks as outlined in the "Work to be Performed". All inquiries regarding work to be performed should be directed to the Project Administrative Contacts.

The Contract Representatives during the term of this agreement will be:

<i>CDC of the City of Santa Fe Springs</i>	Office of Environmental Health Hazard Assessment
<i>Attention: Paul R. Ashworth</i>	Attention: Patty Foey
<i>Address: 11710 Telegraph Road Santa Fe Springs, CA 90670</i>	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812
<i>Phone: 562-868-0511</i>	Phone: (916) 324-6440
<i>E-Mail: pashworth@santafesprings.org</i>	E-Mail: pfoey@oehha.ca.gov

A. WORK REQUEST PROCESS

It is the responsibility of the CDC to:

- a. Provide a written work request to OEHHA containing:
 - 1) Description of the site, name/title, location/street address.
 - 2) Site project number, if applicable.
 - 3) Description of the type of review services requested including travel, conference calls, and meeting attendance, as needed.
 - 4) Work timetable and/or requested completion date.
 - 5) The name, title, telephone number, e-mail address and mailing address of the CDC Project Manager.
 - 6) The name, title, telephone number, e-mail address and mailing address of the CRWQCB Project Manager.

- 7) A listing of documents to be reviewed together with the documents themselves. All documents submitted to OEHHA will be accompanied by a work request.
- b. The CDC will submit a work request to the OEHHA Project Administrative Contact for each site and/or document for program assignment and cost estimation when requested.
- c. Serve as liaison between OEHHA and the CRWQCB and will oversee and coordinate all work activities.
- d. Compensate OEHHA in accordance with OEHHA's Integrated Risk Assessment Section Schedule of Hourly Rates (EXHIBIT B) plus necessary travel expenses and per diem.

B. WORK TO BE PERFORMED

As specified in the work request submitted by the CDC Project Representative, it is the responsibility of OEHHA to perform the following services when requested:

- 1) Assist the CDC staff in planning and coordinating meetings with responsible parties (RPs) and/or their consultants. Provide necessary information to the CDC and the RPs, unless directed otherwise via the work request, to develop risk assessments for specific cleanup sites.
- 2) When requested by the CDC Project Representative, inspect contaminated sites in order to evaluate the appropriateness of the proposed conceptual site model and/or other aspects of the risk assessment.
- 3) Review risk assessments submitted, under cover of a work request, to OEHHA by the CDC Project Representative. OEHHA shall review, evaluate and make written recommendations for revisions, or approve the assessment as submitted to the CDC and CRWQCB Project Managers. In the event of subsequent revisions by the CDC or the RPs, OEHHA shall review and evaluate any such revisions to provide approval of the overall assessment documents by the mutually agreed upon completion date stated on the work request.
- 4) Provide consultation services to CDC staff, CRWQCB and RPs and/or consultants on issues concerning human health and/or environmental risks as specified in the work request.
- 5) When requested, provide expert testimony concerning OEHHA's review and consultation on behalf of the CDC and CRWQCB at council or board hearings and courtroom proceedings. Such expert testimony shall be available during the executed term of this agreement.
- 6) Provide general human health and/or environmental risk assistance and training when specified on a work request.

- 7) OEHHA shall send a memorandum providing comment and recommendations to the CDC and CRWQCB upon completion of the work and within the timeframe as specified in the work request.
- 8) Record all time and activities spent on the project and provide these records to the CDC upon their request.
- 9) Prepare invoices to include the contract number, work request and/or site reference number, a brief description of work performed, number of hours and costs by position and travel and per diem if applicable. Invoices shall be submitted in duplicate not more frequently than monthly in arrears to:

CDC of the City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
ATTN: Andy Lazzaretto

EXHIBIT B
OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
INTEGRATED RISK ASSESSMENT SECTION (IRAS)
SCHEDULE OF HOURLY RATES

For the period covering July 1, 2008 – June 30, 2009:

Position	Hourly Rate
Supervising Toxicologist	\$180
Senior Toxicologist	172
Staff Toxicologist (Specialist)	164
Associate Toxicologist	135
Research Scientist Supervisor I	164
Research Scientist I	123
Research Scientist II	135
Associate Governmental Program Analyst	113
Office Technician (Typing)	68

For the period covering July 1, 2009 – June 30, 2010:

Position	Hourly Rate
Supervising Toxicologist	\$180
Senior Toxicologist	172
Staff Toxicologist (Specialist)	164
Associate Toxicologist	135
Research Scientist Supervisor I	164
Research Scientist I	123
Research Scientist II	135
Associate Governmental Program Analyst	113
Office Technician (Typing)	68

The above hourly rates include costs for personnel services, benefits, and indirect/overhead costs. Hourly rates exclude travel and per diem costs.

Payment for services performed under this agreement shall be based upon: 1) number of hours of consultation; 2) necessary travel time; and 3) associated travel and per diem costs incurred.

Any reimbursement of costs for associated travel and per diem shall be at the rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect.

At yearly intervals beginning July 1, 2009, OEHHA shall compare the Flat Hourly Rate aggregate with actual expenditures as reported by the California State Accounting and Reporting System (CalStars) for the preceding 12 month period to determine if any decrease and/or increase by classification should be made. If it is determine that revisions to the Flat Hourly Rate are warranted, OEHHA shall prepare a revised rate schedule and through an amendment of the Agreement, the revised rate schedule shall be attached to and made a part of this Agreement.



City of Santa Fe Springs

Community Development Commission

April 28, 2011

NEW BUSINESS

Appropriation of Housing Setaside Funds for the Purpose of Acquiring the Single Family Residential Property at 9735 Bartley Avenue for Affordable Housing Purposes Under the City's HARP Program

RECOMMENDATION

1. That the Community Development Commission accept the property owner's offer to sell the existing two-bedroom, one- bathroom home in "As Is" condition at 9735 Bartley Avenue.
2. That the Community Development Commission authorize an appropriation of not more than \$300,000 from the Housing Setaside Fund (482) for the purpose of property acquisition, rehabilitation, and sale under the City's HARP Program, in furtherance of the Low and Moderate Income Housing goals of the Commission.
3. That the Community Development Commission authorize the Executive Director to execute the Escrow Instructions and other related documents necessary to facilitate this transaction.

BACKGROUND

On March 1, 2011, the owner of the two-bedroom, one-bathroom home at 9735 Bartley Avenue approached the CDC about the possibility of acquiring the vacant dwelling under the HARP program and authorized staff to obtain an appraisal to determine its fair market value. The appraisal, conducted on March 14, 2011, established the current fair market value as \$291,000; however, staff has deducted \$11,000 from the appraised value to compensate for the estimated cost to remove an unpermitted garage conversion and correct an unpermitted bathroom addition. As a result, at its meeting of April 14, 2011, the CDC instructed staff to submit an offer to the property owner to acquire the property in an "As Is" condition for the discounted price of \$280,000.

Attached is the signed acceptance letter confirming that the owner of 9735 Bartley Avenue desires to sell the subject two-bedroom, one-bathroom property to the CDC for \$280,000 in "As Is" condition. Also attached are the Escrow Instructions under which this transaction will happen.



City of Santa Fe Springs

Community Development Commission

April 28, 2011

The CDC desires to acquire the property, correct the Building Code deficiencies, and sell the property to an income-eligible low- or moderate-income household. Because Housing Setaside funds will be used to acquire this property, the property will be sold under the City's HARP Program to an income-eligible household in accordance with Redevelopment Law.

FISCAL IMPACT

Expenditure of Housing Setaside funds for the purpose of preserving and increasing the number of affordable units in the City is a primary function and responsibility of the CDC. Accordingly, the requested appropriation of housing funds to acquire the property that will, following repairs, be sold to an income-eligible low- or moderate-income family under the City's HARP Program, is in furtherance of the goals and policies of the Commission. The funds for the requested appropriation are available in Fund 482 and its expenditure will not adversely impact Fund 482 or other housing activities.

INFRASTRUCTURE IMPACT

Neither the appropriation of housing funds for property acquisition of an existing dwelling, nor its sale to an income-eligible family, will have an adverse impact on the City's infrastructure.

STAFF COMMENTS

The subject property is developed with a small two-bedroom, one-bathroom home and a swimming pool. The attached single car garage has been converted without permits into a bedroom. A nonpermitted bathroom has also been added. Removing the nonpermitted garage conversion is necessary because the bedroom addition does not meet Building and Safety Code requirements. In addition, insufficient area is available in the front yard of the property to accommodate a carport needed to replace the garage space. Because the Zoning Ordinance requires that the property provide a covered parking space and a carport is not possible, the garage will be returned to vehicle parking use.



City of Santa Fe Springs

Community Development Commission

April 28, 2011

Aside from the unpermitted garage and bathroom corrections, the appraisal classified the home to be in good overall condition featuring new flooring, new interior painting, and updated kitchen and bath improvements. Following the corrections discussed above, the home will be a fine opportunity for a first-time, income-eligible buyer under the City's HARP program.

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

Thaddeus J. McCormack
City Manager

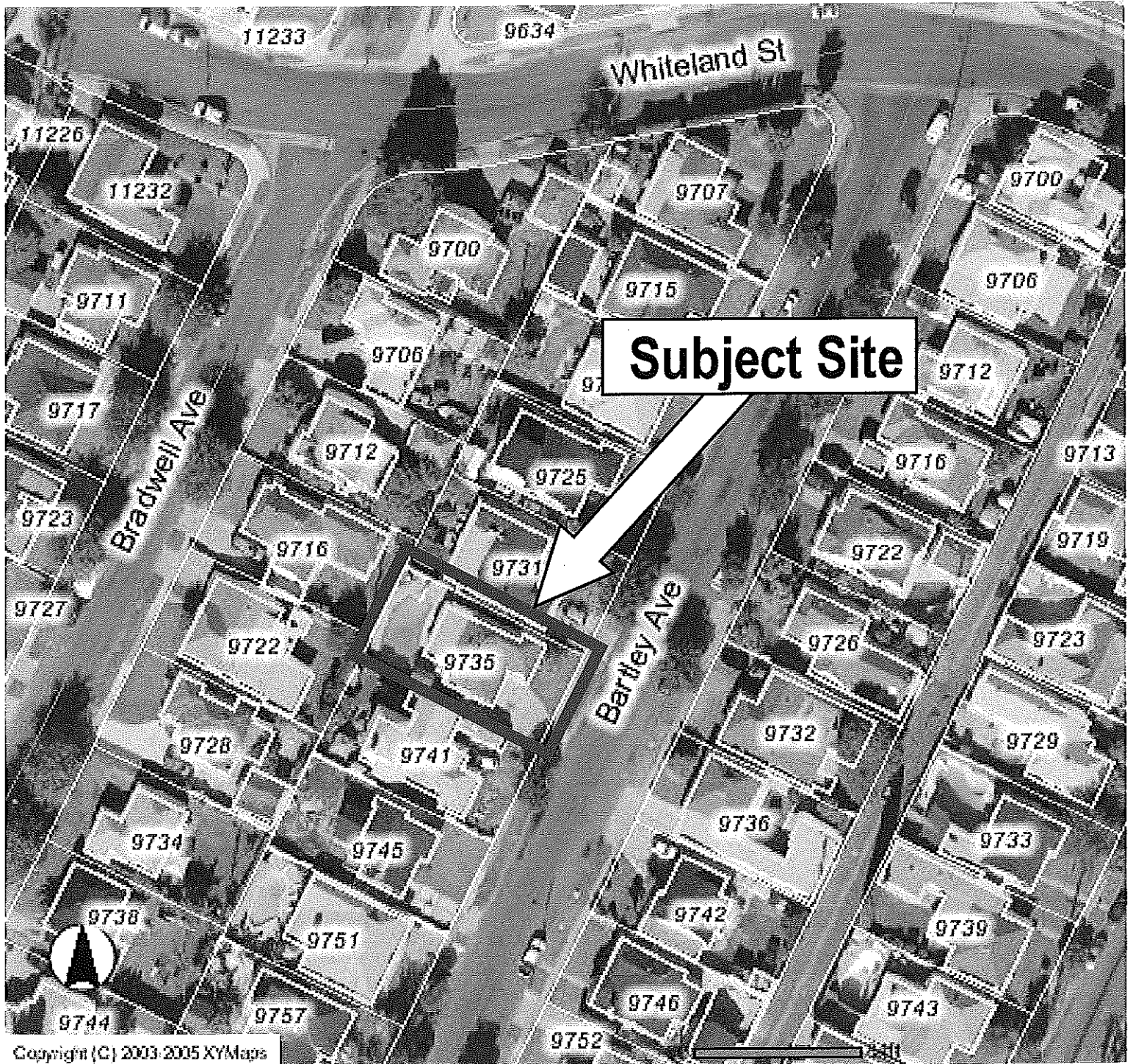
A handwritten signature in black ink, appearing to read "Paul R. Ashworth".

Paul R. Ashworth
Executive Director

Attachments

Offer Letter

Escrow Instructions



Subject Site

COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS
SANTA FE SPRINGS, CALIFORNIA
ASSESSOR'S PARCEL NO. 8006-022-006

Lot 624, Tract No. 16194, of Map Book 370, of Pages 14-26 in the City of Santa Fe Springs, as recorded in the office of the County Recorder of said County.

ESCROW INSTRUCTIONS FOR ACQUISITION OF REAL PROPERTY

These instructions are for the acquisition of real property as set forth herein between the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public body, corporate and politic, (hereinafter called "Buyer") and PAULA D. MINNEHAN, a single person (hereinafter called "Seller").

- I. AGREEMENT TO SELL AND PURCHASE. Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, upon the terms and for the consideration set forth in these Instructions, all that certain real property (hereinafter called "Property") situated in the County of Los Angeles, State of California, and legally described as follows:

Legal description "Exhibit A" is to be prepared by escrow from the approved title report and made a part of these instructions.

(Property also known as 9735 Bartley Avenue, Santa Fe Springs, CA, APN 8006-022-006)

2. PURCHASE PRICE. The purchase price, payable in cash through escrow shall be TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00).
3. CONDITIONS OF PURCHASE. The purchase of this property is conditioned upon the terms set forth in the acceptance letter from the Seller dated April 16, 2011 and signed by Seller, attached hereto and made a part of these instructions.
4. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer marketable fee title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, covenants, conditions, restrictions and taxes, EXCEPT:
 - A. Public and quasi-public utility, alley and street easements and rights-of-way of record.
 - B. Seller shall consent to allow Buyer to request and obtain a Title Report identifying any and all liens, obligations, encumbrances, assessments, easements, leases, covenants, restrictions and taxes that may exist against said property.
 - C. Taxes shall be pro-rated in accordance with the provisions of Revenue and Taxation Code Sections 4986 et seq and 5081 et seq, to the date of transfer of title.

5. TITLE INSURANCE POLICY. Escrow Agent, following recording of deed to Buyer, shall provide Buyer with a CLTA Coverage Policy of Title Insurance in the amount of \$280,000.00 issued by a mutually acceptable title insurance company operating in California showing title to Property vested in Buyer subject only to the exceptions agreed upon in Section 4 and the printed exceptions and stipulations in said policy. Seller agrees to pay for the premium charged therefore.
6. ESCROW. Buyer and Seller agree to open an escrow in accordance with this Agreement at Escrows Unlimited, 11823 E. Slauson Avenue, Santa Fe Springs, CA 90670 (562/907-2824, Escrow Agent: Yvette Coquelet).

This agreement constitutes the joint escrow instruction of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act per these instructions. The general provisions of Escrow Agent's standard form escrow instructions may be included as Exhibit C to these joint instructions. Should such instructions be inconsistent in any manner with these joint instructions, the terms and conditions of the joint instructions shall control.

Prior to the close of escrow, Seller shall execute and deposit into escrow a deed to Buyer. As soon as possible after opening of escrow, but not earlier than ten (10) days prior to the scheduled escrow closing date, Buyer agrees to deposit the purchase price for Property with the Escrow Agent, and Seller and Buyer agree to deposit with escrow Agent any additional instruments as are necessary.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) may be transferred to any other such trust escrow account or accounts) and all disbursements shall be made by check of said Escrow Agent.

ESCROW AGENT IS AUTHORIZED TO:

- A. Pay and charge Seller for any unpaid and/or delinquent taxes and any penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property.
- B. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Section 4 of this Agreement.
- C. Pay and charge Buyer for all usual escrow fees, charges, and costs payable under Section 6 of this Agreement.
- D. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

SUBJECT TO THE PROVISIONS HEREIN, TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE within sixty (60) days or AS SOON AS POSSIBLE within that period. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within the 60 day period or a mutually acceptable date prior to or thereafter, any party who then shall have fully complied with his instructions, may, in writing, demand the return of his money or Property; but if none have complied, no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at their respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

Responsibility of the Escrow Agent under that Agreement is expressly limited to Sections 1-7 inclusive and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS.

Buyer agrees to pay all usual fees, charges and costs which arise in this escrow in accordance with standard Los Angeles County practices.

8. PERMISSION TO ENTER ON PREMISES.

Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections, surveys, and soil tests.

9. MAINTENANCE.

During escrow, Seller agrees to maintain the property in at least the same condition and repair the property is currently in and will meet all pertinent City of Santa Fe Springs codes and regulations. The subject Property shall be vacant and unoccupied before the close of escrow. Any and all furnishings remaining on or in the property after the close of escrow shall become the property of the Buyer who, at its discretion, may dispose of the items in whatever manner it chooses.

10. COUNTERPARTS.

This agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. RELOCATION BENEFITS.

Seller agrees to waive any and all claims to relocation benefits that may apply (California Government Code, Section 7260, et. seq.)

12. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

These instructions contain the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in these instructions.

THESE INSTRUCTIONS ARE ACCEPTED THIS ____th day of May, 2011.

Mailing Address of Seller:

Paula D. Minnehan
65 Calle Aragon, Unit H
Laguna Woods, CA 92637-3563

Mailing Address of Buyer:

CDC of the City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Seller:

Buyer:

By: _____
Paula D. Minnehan

By: _____
Paul R. Ashworth, Executive Director

Date: _____

Date: _____

April 16, 2011

Mr. Paul Ashworth
City of Santa Fe Springs

Re: 9735 Bartley Ave.

In follow up to the CDC's offer of \$280,000, I accept the offer, cash, AS IS.

Thank you for your time, please let me know the next steps.

Sincerely,

A handwritten signature in cursive script that reads "Paula Minnehan". The signature is written in dark ink and is positioned below the word "Sincerely,".

Paula Minnehan

REFER TO ITEM 3A



City of Santa Fe Springs

City Council Meeting

April 28, 2011

AWARD OF BID

Award Bid to Imperial Pipe Services for Traffic Signal Poles and Arms

RECOMMENDATION

That the City Council: 1) Award a bid to Imperial Pipe Services for \$21,478.13; and 2) Authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

BACKGROUND

The City of Santa Fe Springs provides traffic signal maintenance to the City of Irwindale. Irwindale requested that the City of Santa Fe Springs provide traffic signal poles for immediate installation at the intersection of Azusa Canyon Road and Olive Street. Staff solicited and received four responses to the bid request, with Imperial Pipe Services submitting the only responsive bid. The other three bids could not meet the delivery requirements and required two to three times the delivery lead times needed for this project.

The Director of Purchasing Services requests approval to award this bid to Imperial Pipe Services based on the one responsive bid.

FISCAL IMPACT

The costs to purchase these materials are reimbursable from the City of Irwindale.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

April 28, 2011

PUBLIC HEARING – RESOLUTION NO. 9314

Adoption of Resolution No. 9314 - Setting and Revising Development Fees

RECOMMENDATIONS

1. That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter;
2. That the City Council adopt Resolution No. 9314 - setting and revising development fees.

BACKGROUND

Annually, Staff comprehensively reviews fees for potential adjustment as part of the City's budget preparation process. The objective is to ensure that fees adequately offset the City's cost of providing the services. There are, however, development fees (in the Building/Planning, Fire, and Public Works Departments) that mandate a 60-day period between the Council adoption date and the effective date of the new fees. Therefore, in order for the necessary adjustments to be effective July 1, Staff recommends taking formal action regarding these fees at this time. The proposed development fee increases are based on a Consumer's Price Index (CPI) increase of 2.3% over a 12-month period.


Attached please find a copy of the current and proposed adjusted fees. The listed fees are adjusted in a manner consistent with previously presented fees and are comparable to those in other communities.

The City's remaining (non-development) fees will be presented to the Council for formal action along with the proposed budget document during the month of June.

Attachments:

Resolution No. 9314

Development Fees: Public Works/Planning/Fire


Thaddeus McCormack
City Manager

RESOLUTION NO. 9314

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS
SETTING AND REVISING CERTAIN FEES**

The City Council of the City of Santa Fe Springs does resolve as follows:

Section 1: The City hereby establishes fees for the services set forth in the attached listing of fees in the "City of Santa Fe Springs' Fee Schedule (Current and Proposed Fees) Fiscal Year 2011-12" attached hereto, in the amounts set forth therein.

Section 2: Said fees supersede all previously established fees for said services.

Section 3: Each of said fees does not exceed the actual and reasonable cost of providing the services for which each fee is charged.

Section 4: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 28th day of April, 2011.

Mayor

ATTEST:

Deputy City Clerk

**CITY OF SANTA FE SPRINGS
PROPOSED DEVELOPMENT FEE SCHEDULE
FISCAL YEAR 2011/2012**

DEPARTMENT FEE	YEAR LAST INCREAS ED	CURRENT FEE	PROPOSED FEE	% INCREASE
<u>PUBLIC WORKS</u>				
CMP Fee	2010/11	25.50 per trip	26 per trip	2.0%
Construction Permit Issuance & Inspection	2010/11	50 + Flat Fee*	No change	0%
*Flat Fees:				
Commercial Driveway (without demolition/with	2010/11	178.50 Each / 267.75 Each	182 Each / 273 Each	2% / 2%
Residential Driveway	2010/11	29.50	30	1.7%
Sidewalk (without demolition/with demolition)	2010/11	2.75 L.F. / 3.35 L.F.	2.80 L.F. / 3.40 L.F.	1.8% / 1.5%
Curb & Gutter (without demolition/with demolition)	2010/11	3.55 L.F. / 4.40 L.F.	3.60 L.F. / 4.50 L.F.	1.4% / 2.3%
Parkway Culvert (without demolition/ with demolition)	2010/11	127 Each / 189 Each	130 Each / 193 Each	2.4% / 2.1%
Curb Ramp (without demolition/ with demolition)	2010/11	137 Each / 204.50 Each	140 Each / 209 Each	2.2% / 2.2%
Curb core for drain pipe (residential areas)	2010/11	29.50	30	1.7%
Drainage Review Fee	2009/10	14% Est. Cost (on-site) (600 min.)	No change	0%
	2009/10	17% Est. Drainage (off-site) (600 min.)	17% Est. Drainage (off-site) (600 min.)	0%
Excavation Permit	2009/10	50 + Inspection Fee	No change	0%
Issuance & Inspection		@ \$101/hr (2 hr. minimum)	No change	0%
Plan Check & Inspection	2007/08	17% of first \$500,000 of	No change	0%
(For Public Improvement, Except Sewer)		Approved Construction Cost (ACC)		
	2007/08	8.50% of second \$500,000 of ACC	No change	0%
	2007/08	4.25% of third \$500,000 of ACC	No change	0%
	2008/09	Flat Fee of 10% if ACC is over \$1,500,000	No change	0%

Fees subject to 60-day waiting period in conjunction with development

**CITY OF SANTA FE SPRINGS
PROPOSED DEVELOPMENT FEE SCHEDULE
FISCAL YEAR 2011/2012**

DEPARTMENT FEE	YEAR LAST INCREAS ED	CURRENT FEE	PROPOSED FEE	% INCREASE
<u>PUBLIC WORKS (Continued)</u>				
Storm Drain Connection Permit				
1 - 5 Connections	2010/11	26.50	27	1.9%
6 - 10 Connections	2010/11	52.75	54	2.4%
11 - 20 Connections	2010/11	79	80	1.3%
21+ Connections	2010/11	105.50	108	2.4%
Street Resurfacing	2010/11	2.85 per sq. ft.	No change	0%
SUSMP (NPDES) Plan Check & Inspection (in addition to drainage review)				
less than 2 acres	2010/11	308	315	2.3%
2 - 5 acres	2010/11	456	465	2.0%
greater than 5 acres	2010/11	626	640	2.2%
Water Trunk Line Connection	2010/11	3,585 per acre	3,665 per acre	2.2%

Fees subject to 60-day waiting period in conjunction with development

**CITY OF SANTA FE SPRINGS
PROPOSED DEVELOPMENT FEE SCHEDULE
FISCAL YEAR 2011/2012**

DEPARTMENT FEE	YEAR LAST INCREAS ED	CURRENT FEE	PROPOSED FEE	% INCREASE
PLANNING				
Building Fees	2010/11	Not yet available		
Conditional Use Permit				
Principal Use	2010/11	2,253	2,305	2.3%
Incidental Use	2010/11	1,140	1,166	2.3%
Hazardous Materials Surcharge	2010/11	2,253	2,305	2.3%
Application (Public Hearing)	2010/11	1,140	1,166	2.3%
Development Plan Approval				
Principal Use	2010/11	2,253	2,305	2.3%
Incidental Use	2010/11	1,140	1,166	2.3%
Building Addition (>1,000 sq. ft.)	2010/11	1,140	1,166	2.3%
CEQA Review - Initial Study (County Registration Fee)	2010/11	653	668	2.3%
Environmental Impact Review	2010/11	2,610 + Cost	2,670 + Cost	2.3%
Heritage Art in Public Places Program Project valuation >\$300,000		1% Bldg. Permit Valuation	No change	
Lot Line Adjustment	2010/11	3,592	3,675	2.3%
Lot Tie Agreement	2010/11	1,379	1,411	2.3%

Fees subject to 60-day waiting period in conjunction with development

**CITY OF SANTA FE SPRINGS
PROPOSED DEVELOPMENT FEE SCHEDULE
FISCAL YEAR 2011/2012**

DEPARTMENT FEE	YEAR LAST INCREAS ED	CURRENT FEE	PROPOSED FEE	% INCREASE
<u>PLANNING (Continued)</u>				
Plan Checking- Outside of Redevelopment Project Areas & Residential Areas	2010/11	118	121	2.5%
Planning Dept. Plan Check (Landscape Review & Site Plan)	2010/11	102	104	2.0%
Preparation of Mitigated Negative Declaration		1,140 + Costs	1,166 + Costs	2.3%
Preparation of Negative Declaration	2010/11	1,306 if "No Impact" per Dept. Fish & Game	1,336 if "No Impact" per Dept. Fish & Game	2.3%
		3,292 if "Impact" per Dept. Fish & Game	3,368 if "Impact" per Dept. Fish & Game	2.3%
Preparation of Soil & Soil Gas Study	2010/11	2,628 + Costs	2,688 + Costs	2.3%
Public Hearing	2010/11	1,140	1,166	2.3%
Reconsideration (DPA or CUP)	2010/11	1,140	1,166	2.3%
Relocation of Building	2010/11	2,253	2,305	2.3%
Soil Gas Study Review	2010/11	528	540	2.3%
Soil Study Review	2010/11	1,760	1,800	2.3%

Fees subject to 60-day waiting period in conjunction with development

**CITY OF SANTA FE SPRINGS
PROPOSED DEVELOPMENT FEE SCHEDULE
FISCAL YEAR 2011/2012**

DEPARTMENT FEE	YEAR LAST INCREAS ED	CURRENT FEE	PROPOSED FEE	% INCREASE
PLANNING (Continued)				
Summary Street Vacation	2010/11	2,253	2,305	2.3%
Street Encroachment Permit	2010/11	2,253 + cost	2,305 + cost	2.3%
Tenant Improvement Plan Check	2010/11	102/unit	104/unit	2.0%
Tentative Tract map (Filing Fee)	2010/11	4,852 + 285 per lot/unit	4,964 + 285 per lot/unit	2.3%
Tentative Parcel Map (Filing Fee)	2010/11	4,852 + 285 per lot/unit	4,964 + 285 per lot/unit	2.3%
Final Parcel Map	2010/11	4,852 + 285 per lot/unit	4,964 + 285 per lot/unit	2.3%
Time Extension/Non-Conforming Use	2010/11	3,661	3,745	2.3%
Time Extension Reconsideration	2010/11	1,140	1,166	2.3%
Zone Change	2010/11	2,253	2,305	2.3%
Zone Modification				
Residential	2010/11	46	47	2.2%
All Others	2010/11	1,140	1,166	2.3%
Time Extension	2010/11	567	580	2.3%
Zone Variance	2010/11	2,253	2,305	2.3%

Fees subject to 60-day waiting period in conjunction with development

**CITY OF SANTA FE SPRINGS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2010/2011**

DEPARTMENT
FEE

CURRENT FEE PROPOSED FEE % INCREASE
\$ \$

FIRE DEPARTMENT

PLAN REVIEWS				
<i>New Construction Plan Review</i>				
Up to 20,000 sq. ft. per floor per bldg.	600	614		2.3%
20,000 to 50,000 sq. ft. per floor per bldg.	900	921		2.3%
50,001 to 100,000 sq. ft. per floor per bldg.	1,185	1,212		2.3%
More than 100,000 sq. ft. per floor per bldg.	1,785	1,826		2.3%
Residential single family dwelling	50	51		2.3%
Site Plan & Access	235	240		2.3%
TI (Walls, ceilings, egress, draft curtains or vents)	235	240		2.3%
Solar Panel, Photovoltaic, 15KW or less, per system	50	51		2.3%
Solar Panel, Photovoltaic, 15KW or less, per system	100	102		2.3%
Preliminary plan review	235	240		2.3%
3rd Plan Check Resubmittal	235	240		2.3%
Permit Extension or Reissuance	107	109		2.3%
PROTECTION SYSTEMS				
Fire Alarm System, less than 20 devices	235	240		2.3%
Fire Alarm System, more than 20 devices	450	460		2.3%
Fire Extinguishing System (Kitchen, dry, wet or clean agent	235	240		2.3%
<i>Fire Sprinkler Systems</i>				
Up to 20,000 sq. ft. per floor	745	762		2.3%
20,001 to 50,000 sq. ft. per floor	1,045	1,069		2.3%
50,001 to 100,000 sq. ft. per floor	1,335	1,366		2.3%
More than 100,0130 sq. ft. per floor	1,770	1,811		2.3%
13D Residential single family dwelling	51	52		2.3%
In Rack Fire Sprinklers-IRAS More than 20 heads	235	240		2.3%
Standpipes (Wet/Dry)	235	240		2.3%
TI (Sprinkler heads<20, IRAS and hose racks)	235	240		2.3%
Underground	450	460		2.3%
Fire Pump House	450	460		2.3%
TENANT IMPROVEMENTS				
Construction (Walls, ceilings, egress, draft curtains or smoke vents)	235	240		2.3%
Protection systems (Sprinkler heads<20, AS>IRAS)	235	240		2.3%
Temporary Certificate of Occupancy	235	240		2.3%

**CITY OF SANTA FE SPRINGS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2010/2011**

DEPARTMENT FEE	CURRENT FEE \$	PROPOSED FEE \$	% INCREASE
FIRE DEPARTMENT			
HAZARDS			
Compressed Gas System	235	240	2.3%
Dip Tank	235	240	2.3%
Drying/Baking Ovens	235	240	2.3%
Dust Collection System	235	240	2.3%
Flam./Comb. Liquid Piping or Repiping System	235	240	2.3%
Flow Coating Equipment	235	240	2.3%
H-Occupancy	330	338	2.3%
HAZARDS (Continued)			
High Piled Combustible Stock (Racks/Draft Curtains/Hose Racks/Smoke Vents)			
a. 501 sq. ft. to 2,500 sq. ft.	305	312	2.3%
b. 2,501 sq. ft. or more	595	609	2.3%
L.P.G. Tanks	235	240	2.3%
Mechanical Refrigeration System	235	240	2.3%
Methane detection, monitoring wells and soil ventilation	235	240	2.3%
Oil well abandonment/reabandonments or capping	410	419	2.3%
Paint Spray Booths & Powder Coat	300	307	2.3%
FIELD INSPECTION			
Hydrant Flow Request	100	102	2.3%
Standby Fire Watch or inspection request, per hour	150	153	2.3%
Fire Safety Officer Standby, per hour	150	153	2.3%
Standby Fire Department Equipment with Crew, per hour	450	460	2.3%
Reinspection per hour	150	153	2.3%
ACTIVITIES			
Emergency medical service to non-residents			
Basic Life Support (BLS)	193	197	2.3%
Advanced Life Support (ALS)	193	197	2.3%
False Alarm Fee	355	363	2.3%
Record Search Rates			
Hourly rate	100	102	2.3%
Copies	.25/copy	No change	
Review Chemical Hazard Classifications, occupancy rating tables, technical reports and any other related documents	150	153	2.3%

**CITY OF SANTA FE SPRINGS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2010/2011**

DEPARTMENT
FEE

CURRENT FEE PROPOSED FEE % INCREASE
\$ \$

FIRE DEPARTMENT

ACTIVITIES (Continued)						
New Business Inspection/Statement of Intended Use						
Up to 100,000 sq.ft.				215	220	2.3%
Over 100,000 sq.ft.				420	430	2.3%
Appeals Process and Decision				510	522	2.3%
Residential Inspection, Apartment, Initial/Annual				110	113	2.3%
Residential Inspection, Apartment, Reinspection				70	72	2.3%
Residential Inspection, Condo, Initial/Annual				110	113	2.3%
Residential Inspection, Condo, Reinspection				70	72	2.3%
Residential Inspection, SFR, Initial/Annual				140	143	2.3%
Residential Inspection, SFR, Reinspection				70	72	2.3%
Fees/Penalties for Fire Code Violations						
a. Initial inspection/ Violation 1st notice				n/c	n/c	
b. 1st reinspection/ Violation 2nd notice				100	102	2.3%
c. 2nd reinspection/ Violation 3rd notice				510	522	2.3%
d. 3rd reinspection/City attorney/Prosecutor action				1,020	1,043	2.3%
PERMITS						
Commercial film and photography permits				230	235	2.3%
Special Activities and Events- One Time Permits				230	235	2.3%
Tents and Air Supported Structures				230	235	2.3%
ANNUAL FIRE PERMIT FEES						
Aerosol Products (excess 500 lbs. level 2 or 3)				220	225	2.3%
Amusement Building				139	142	2.3%
Auto Wrecking and Junk Yards				129	132	2.3%
Aviation Facility				139	142	2.3%
Carnivals and Fairs				159	163	2.3%
Cellulose Nitrate Film				159	163	2.3%
Combustible Dust Producing Operations				139	142	2.3%
Combustible Fiber Storage (excess of 100 cu. ft.)				159	163	2.3%
Covered Mail Building				139	142	2.3%
Cryogenic Fluid				139	142	2.3%
Cutting and Welding				139	142	2.3%
Dry, Cleaning Plants				159	163	2.3%

**CITY OF SANTA FE SPRINGS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2010/2011**

DEPARTMENT
FEE

CURRENT FEE PROPOSED FEE % INCREASE
\$ \$

FIRE DEPARTMENT

ANNUAL FIRE PERMIT FEES (Continued)			
Exhibits and Trade Shows	159	163	2.3%
Explosive or Blasting Agents	159	163	2.3%
Fire Alarm Systems Registration Fee	10	10	2.3%
Fire Hydrants and Water-Control Valves (Hydrant Flows)	135	138	2.3%
Flam./Comb.Liquid Pipeline Operations/Excavation	90	92	2.3%
Flammable and Combustible Liquid Processing	2,675	2,737	2.3%
Temporary Out of Service Tank	87	89	2.3%
Tank Contents Change to Greater Hazard	87	89	2.3%
Flammable & Combustible Liquid Blending & Refining	2,675	2,737	2.3%
Flammable & Combustible Liquid Motor Vehicle Dispensing	87	89	2.3%
Flammable & Combustible Liquid Motor Vehicle Dispensing Site	87	89	2.3%
Floor Finishing	129	132	2.3%
Fruit Ripening	159	163	2.3%
Fumigation or Thermal Insecticidal Fogging	90	92	2.3%
Hazardous Materials	No Fee	No Fee	
Hazardous Production Materials (H-6 Occupancy)	No Fee	No Fee	
High Piled Combustible Stock (> 500 square feet)	159	163	2.3%
Hot Work Operations	129	132	2.3%
Industrial Ovens	139	142	2.3%
LPG Storage (Excess of 500 gallons)	No Fee	No Fee	
Liquid or gas-fueled vehicles or equipment in assembly buildings (display/demonstration)	240	246	2.3%
Lumber Yards (excess of 100,000 board feet)	319	326	2.3%
Magnesium Working	159	163	2.3%
Methane Detection System. (Ordinance)	159	163	2.3%
Miscellaneous Combustible Storage	139	142	2.3%
Oil and Natural Gas Wells (Ord.)	75	77	2.3%
Oil Refining, Processing or Production	2,670	2,731	2.3%
Open Burning	119	122	2.3%
Open Flames and Torches	53	54	2.3%
Open Flames and Candles	62	63	2.3%

**CITY OF SANTA FE SPRINGS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2010/2011**

DEPARTMENT
FEE

CURRENT FEE PROPOSED FEE % INCREASE
\$ \$

FIRE DEPARTMENT

ANNUAL FIRE PERMIT FEES (Continued)			
Organic Coatings	No Fee	No Fee	
Places of Assembly (exception for churches and schools)	159	163	2.3%
Private Fire Hydrants	57	58	2.3%
Pyrotechnical Special Effects Material	319	326	2.3%
Pyroxtin Plastics	159	163	2.3%
Refrigeration Equipment	129	132	2.3%
Repair Garage, Vehicle	129	132	2.3%
Rooftop Heliports	56	57	2.3%
Spraying or Dipping Operation	159	163	2.3%
Storage of Scrap Tires and Tire Byproducts	129	132	2.3%
Tents, Canopies, and Temporary Membrane Structure	225	230	2.3%
Tire Rebuilding Plants	129	132	2.3%
Waste Handling	129	132	2.3%
Wood Products	235	240	2.3%



COUNCILMEMBER REQUESTED ITEM/ORDINANCE FOR ADOPTION

Ordinance No. 1023 – Amending Section 130.04 of the City Code Banning Smoking within Public Parks

RECOMMENDATION

That the City Council waive further reading and adopt Ordinance No. 1023, an Ordinance amending Section 130.04 of the City Code to make it unlawful to smoke within Public Parks.

BACKGROUND

In November 2009, the City Council considered imposing a ban on smoking in City Parks. The item was presented in the form of an Ordinance for introduction. At that time, it did not get the necessary motion and second to move forward. Councilmember Rounds has requested that the City Council again consider the ban. In so doing, he has made it clear that it is his intent to allow for the creation of designated smoking areas within the park. The original Ordinance allowed for this, but Councilmember Rounds wanted to underscore that point.

The original agenda report read as follows:

The negative impacts of smoking in public places have been well documented, as have the intent and efforts of the City Council to protect the public's safety, health and welfare. The dangers posed by the inhalation of second-hand smoke, the risk of children ingesting discarded cigarette butts and other smoking materials, and the degradation to the aesthetics caused by improper disposal of smoking waste justify the consideration of a ban on smoking in Public Parks.

Numerous studies have shown that secondhand smoke is a significant public health hazard, particularly to those with chronic health problems, the elderly and young people. The U.S. Environmental Protection Agency has classified second-hand smoke as a group A carcinogen, the most dangerous class of carcinogen. The U.S. Centers for Disease Control and Prevention estimates that secondhand smoke causes 3,000 lung cancer deaths per year among adult non-smokers in the U.S. Additionally, the California Environmental Protection Agency has concluded that secondhand smoke causes 35,000 coronary heart disease deaths a year.



City of Santa Fe Springs

City Council Meeting

April 28, 2011

Children are particularly sensitive to the harmful effects of environmental tobacco smoke. Evidence supports the following:

- *Children who are exposed to secondhand smoke have higher rates of illness than children who are not exposed.*
- *When a pregnant woman is exposed to secondhand smoke, her unborn baby is also exposed. It has been shown that babies of mothers exposed to secondhand smoke have nicotine in their hair at birth.*
- *Secondhand smoke exposure is a known cause of Sudden Infant Death Syndrome (SIDS).*
- *Between 150,000 and 300,000 annual cases of lower respiratory tract infections in infants and young children up to 18 months of age are attributable to secondhand smoke exposure*
- *Secondhand smoke is a known preventable cause of low birth weight, which contributes to infant mortality and health complications into adulthood.*

Nationally, the State of California has been on the leading edge in terms of criminalizing smoking in public places. Since 1995, smoking has been banned in most enclosed workplaces in California, including public facilities. Local jurisdictions may further regulate smoking more strictly than the state, which a number of municipalities have done, including, but not limited to: Belmont, Berkeley, Beverly Hills, Burbank, Calabasas, Cerritos, El Cajon, Glendale, Loma Linda, Los Angeles, Pasadena, San Diego, San Jose, San Luis Obispo, and Santa Monica.

Thaddeus McCormack
City Manager

Attachment(s)

Ordinance No. 1023

ORDINANCE NO. 1023

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
AMENDING SECTION 130.04 OF THE CITY CODE
BANNING SMOKING WITHIN PUBLIC PARKS

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES ORDAIN AS
FOLLOWS:

Section I: Section 130.04 (B)(22) is hereby added to the City Code to read as follows:

130.04 UNLAWFUL CONDUCT WITHIN PUBLIC PARK.

(B) It shall be unlawful for any person within any public park to:

(22) *Smoke or possess any lit cigar, cigarette, or pipe, unless the City has designated a specific smoking area.*

Section 2. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 130, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section 3: The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) places in the City, such posting to be completed not later than fifteen (15) days after passage thereof.

PASSED, APPROVED and ADOPTED THIS _____ day of _____,
2011, by the following called vote:

AYES:
NOES:
ABSENT:

MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

April 28, 2011

OLD BUSINESS

Approval of Updated Cooperative Agreement with the City of La Mirada for the Valley View Avenue Grade Separation Project

RECOMMENDATION

That the City Council authorize the City Manager to execute the Updated Cooperative Agreement with the City of La Mirada for the Valley View Avenue Grade Separation Project.

BACKGROUND

The Valley View Avenue Grade Separation Project involves modifying the existing at-grade crossing of the BNSF Railroad on Valley View south of Stage Road. As the centerline of Valley View is the boundary between Santa Fe Springs and the City of La Mirada, the project represents a joint effort by both cities.


The currently approved Cooperative Agreement between the cities will expire on May 7, 2011. An updated Cooperative Agreement has been prepared to reflect the current estimated project cost and to extend the expiration date of the agreement to May 2013. In summary, the understandings and agreements between the cities are as follows:

1. Project Administration
Santa Fe Springs will continue to serve as lead agency for construction and project management.
2. Project Funding
Santa Fe Springs will continue to be responsible for securing funding from County, State and Federal agencies to complete the Project.
3. Right-of-Way Acquisition
Each city remains responsible to acquire the right-of-way within their respective city that is needed to complete the Project.
4. Construction
Santa Fe Springs will retain a qualified contractor and complete the Project in accordance with plans approved by La Mirada.
5. Maintenance
Upon completion of the Project, the cities will share maintenance for new improvements as outlined in the agreement.

Status of Project Funding

Santa Fe Springs and La Mirada have worked with BNSF and Caltrans to ensure

Report Submitted By:

Don Jensen, Director 
Department of Public Works

Date of Report: April 13, 2011

that funding will be available to complete the project. As reflected in Exhibit A, the project is fully funded at an estimated cost of \$75,177,000.

Status of Project Design and Construction

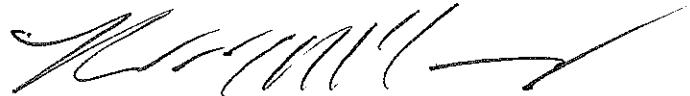
Project design has been completed and right-of-way acquisition is currently in progress. Under the current schedule, construction is expected to start in September 2011 and be completed by the end of 2013.

FISCAL IMPACT

Project related costs incurred to date have been reimbursed by Caltrans. Local funds will be needed only to make initial payments.

INFRASTRUCTURE IMPACT

Execution of the updated agreement will not have a direct impact on City infrastructure. The project will have a positive impact, in that it will result in the elimination of an at-grade railroad crossing. Benefits to be gained from the project include improved safety for motorists, better traffic circulation and enhanced rail operations.



Thaddeus McCormack
City Manager

Attachment(s):

1. Exhibit "A" – Project Funding Plan
2. Updated Cooperative Agreement

EXHIBIT "A"
PROJECT FUNDING PLAN

**VALLEY VIEW AVENUE
GRADE SEPARATION PROJECT**

Breakdown of Estimated Project Cost

• Construction Cost	\$ 47,274,000
• Cost of Work by BNSF Railroad	\$ 6,903,000
• Project Design & Management	\$ 4,000,000
• Right-of-Way Acquisition	\$ 11,700,000
• Construction Management & Support	\$ 5,300,000
Total Estimated Project Cost	<u>\$ 75,177,000 **</u>

** This amount includes \$12,695,000 in Contingency Funds (20.3%)

Project Funding

• Federal Funds	\$ 3,520,000
• Federal CMAQ Funds	\$ 14,489,000
• State TCRP Funds	\$ 23,698,000
• State TCIF Funds	\$ 25,570,000
• PUC (Section 190) Funds	\$ 5,000,000
• BNSF Railroad Funds	\$ 2,900,000
Total Project Funding	<u>\$ 75,177,000</u>

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

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

RECITALS:

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

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

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

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

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

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

ARTICLE I – DEFINITIONS

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

ARTICLE II – SFS RESPONSIBILITIES

SFS shall:

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

ARTICLE III – LA MIRADA RESPONSIBILITIES

LM shall:

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

ARTICLE IV – RIGHT OF WAY ACQUISITION

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

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

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

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

ARTICLE V – CONSTRUCTION

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

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

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

ARTICLE VI - MAINTENANCE

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

- g. With respect to all other facilities constructed as part of the Project that belong to SFS or LM which have not been specifically addressed in this Article, SFS and LM agree that each party will maintain those facilities located within the boundary of their city unless, by mutual agreement, the parties agree that such facilities should be maintained by only one of the parties to this Agreement.
 - h. The obligations set forth in this Article shall survive the completion of the Project.
- 2. Each party agrees that with respect to the facilities it is responsible to maintain, that it will take all action needed to keep said facilities in a safe, functional and aesthetically acceptable condition.
- 3. With respect to facilities referenced in Sections 1(b), 1(c), 1 (d) and 1 (e) of this Article:
 - a. LM will reimburse SFS for one half (50%) of the cost of maintenance done by SFS, provided such work is reasonable in scope and cost. For budgeting purposes only, SFS shall submit to LM on or before May 31st of each year an estimated cost on an annualized basis for this maintenance cost.
 - b. SFS will reimburse LM for one half (50%) of the cost of maintenance done by LM, provided such work is reasonable in scope and cost. For budgeting purposes only, LM shall submit to SFS on or before May 31st of each year an estimated cost on an annualized basis for this maintenance cost.
 - c. The parties agree that facilities within the boundary of SFS or LM will be maintained in accordance with a standard and schedule approved by both parties.
 - d. Each party shall have the right to perform routine maintenance without consulting the other party, but should either party determine that extraordinary maintenance is needed, they will advise the other party as to the scope, cost and reason why they believe such work is necessary, and will not proceed with such work until written authorization is provided by the other party.
 - e. In the event emergency repairs are required, the responsible party may proceed with such repairs if they believe such action is needed to protect pedestrians, motorists or private property, but must notify the other party about such repairs at the earliest opportunity, but no later than within 48 hours of the commencement of such work.
- 4. SFS will apply for and install all vertical clearance signs that are needed to consistently and accurately describe the minimum actual vertical clearance from the bottom of the bridge structure to the top of any pavement. SFS and LM will each maintain the signs located within the boundary of their respective city.
- 5. The parties agree that they will provide the other party and their contractors with any and all necessary permits and maintain roadway traffic controls, at no cost to the

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

ARTICLE VII – PROJECT COST & FUNDING

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

ARTICLE VIII – MISCELLANEOUS

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

City of Santa Fe Springs:

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

City of La Mirada:

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

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

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

CITY OF LA MIRADA

CITY OF SANTA FE SPRINGS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: City Manager

Title: City Manager

ATTEST:

ATTEST:

Title: _____

Title: _____

EXHIBIT A
SUMMARY OF ESTIMATED PROJECT COSTS
VALLEY VIEW AVENUE UNDERPASS

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



City of Santa Fe Springs

City Council Meeting

April 28, 2011

NEW BUSINESS

Authorization to Issue a Request for Proposals to Provide Construction Management Services for the Valley View Avenue Grade Separation Project

RECOMMENDATION

That the City Council authorize the Director of Public Works to issue a Request for Proposals to provide Construction Management Services for the Valley View Grade Separation Project.

BACKGROUND

The Valley View Avenue Grade Separation Project will involve the modification of the existing at-grade crossing of the BNSF Railroad on Valley View Avenue south of Stage Road. The intersection of Valley View Avenue and Stage Road will be lowered so that Valley View Avenue will pass beneath the existing railroad tracks. Plans have been completed and right-of-way has been acquired. Construction is scheduled to begin in September 2011.

The estimated cost of the entire project is approximately \$75,177,000 and will be covered through a combination of State, Federal and Railroad funds as shown on Exhibit "A". As the centerline of Valley View Avenue is the dividing line between the City of Santa Fe Springs and the City of La Mirada, the project represents a joint effort by both cities. The City of Santa Fe Springs will be the lead agency for construction.

This project represents a major improvement in the City's transportation system and will be the most expensive public project ever completed by the City of Santa Fe Springs. Given the project scope and complexity, staff is recommending that a professional consultant with experience in the construction of grade separations be retained to provide Construction Management services to the City.

The Request for Proposals (RFP) is currently being developed by staff. It will be provided to the City Council prior to April 28, 2011. Due to the complexity of the project additional construction management services may be required during the course of the project. However staff will try to limit additional services by providing a detailed scope of work in the RFP and by requesting a cost proposal identifying fixed hourly rates for personnel as part of the RFP. Therefore, if additional services are required the hourly rate has already been identified. If additional construction management services are necessary, staff will bring this request back for Council review.

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: April 21, 2011

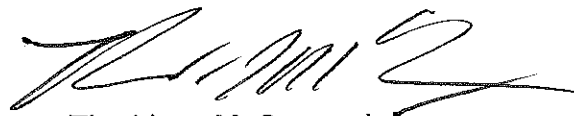
With Council approval, the RFP will be issued to qualified consultants. Proposals received in response to the RFP will be evaluated by staff and a recommendation will be presented to the City Council in June.

FISCAL IMPACT

Project costs, including the cost of Construction Management services, are eligible for reimbursement. Local funds will be needed only to make initial payments.

INFRASTRUCTURE IMPACT

The issuance of a Request for Proposals will not impact the infrastructure of the City of Santa Fe Springs. The project, however, will have a positive impact, in that it will result in the elimination of an at-grade railroad crossing. Benefits to be gained from the project include improved safety for motorists, better traffic circulation and enhanced rail operations.



Thaddeus McCormack
City Manager

Attachment(s)

Exhibit "A" – Project Funding Plan
Request for Proposals

EXHIBIT "A"
PROJECT FUNDING PLAN

**VALLEY VIEW AVENUE
GRADE SEPARATION PROJECT**

Breakdown of Estimated Project Cost

• Construction Cost	\$ 47,274,000
• Cost of Work by BNSF Railroad	\$ 6,903,000
• Project Design & Management	\$ 4,000,000
• Right-of-Way Acquisition	\$ 11,700,000
• Construction Management & Support	\$ 5,300,000
Total Estimated Project Cost	<u>\$ 75,177,000 **</u>

** This amount includes \$12,695,000 in Contingency Funds (20.3%)

Project Funding

• Federal Funds	\$ 3,520,000
• County CMAQ Funds	\$ 14,489,000
• State TCRP Funds	\$ 23,698,000
• State TCIF Funds	\$ 25,570,000
• PUC (Section 190) Funds	\$ 5,000,000
• BNSF Railroad Funds	\$ 2,900,000
Total Project Funding	<u>\$ 75,177,000</u>



City of Santa Fe Springs

City Council Meeting

April 28, 2011

NEW BUSINESS

Approve Use of Certified Unified Program Agency (CUPA) Enforcement Penalties for an Optical Imaging System

RECOMMENDATION

That the City Council approve the use of \$120,000 from the Environmental Enforcement fund for converting existing and future Environmental Protection Division (EPD) and Fire Prevention Bureau (FPB) paper files into a new electronic records management system using optical imaging.

BACKGROUND

The EPD and FPB currently store all approved plans and relevant documents in file cabinets at the Department of Fire-Rescue headquarters. In addition, archived records are stored at an off-site data storage facility (King Data Services). There are currently 24 filing cabinets, each with five drawers, used to store plans and records pertaining to the programs administered by these two divisions. The filing cabinets are nearly filled to capacity and space for additional storage cabinets is not available. There are currently 145 banker boxes stored at King Data Services at a cost of \$4.08/per box per year (\$592/yr). The retrieval fee for each box is \$5 per box (approximately \$100.00/mo.).

The EPD is in the process of developing an electronic reporting and data management system to comply with the requirements of Assembly Bill 2286. The funding for this new system is provided by a grant from the California Environmental Protection Agency (CalEPA). If paper records are converted to an Optical Imaging system, an electronic document management system interface module can be incorporated within the new electronic reporting and data management system that will allow the users to access all historic records from department computers. The hardcopy records will no longer need to be stored in file cabinets or King Data Service. This will save space, storage costs, and personnel time for record retrieval.

An initial estimate from Accuflex, a Laserfiche® authorized scanning service bureau, to scan and index the existing on-site and off-site files, was \$65,584. This estimate did not include the purchase of any hardware associated with future scanning, computers for document retrieval, nor ongoing costs.

The EPD established a special account to deposit administrative penalties collected from action brought by the City's Certified Unified Program Agency (CUPA) as required for all CUPAs under the California Health and Safety Code. California Health & Safety Code Section 25404.1.1 (h)(i) limits the use of these funds for activities related to the various CUPA programs. The current balance of this fund is \$122,000.

FISCAL IMPACT

The funding for the proposed Optical Imaging system will come from the CUPA Enforcement Penalties fund. No other City funds are required to develop this system. Existing staff can scan and index future documents. Savings will be realized by eliminating the cost of off-site document storage and retrieval.



Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

April 28, 2011

NEW BUSINESS

Approval of the Comprehensive Memorandum of Understanding between the Santa Fe Springs General Employees Association and the City of Santa Fe Springs

RECOMMENDATION

That City Council authorize the City Manager to sign the Comprehensive Memorandum of Understanding between the Santa Fe Springs General Employees Association and the City of Santa Fe Springs.

BACKGROUND

At the negotiated Memorandum of Understanding (MOU) between the Santa Fe Springs General Employees Association and the City of Santa Fe Springs effective Fiscal Years 2005-06 and 2006-07, it was agreed that the City and Association would continue working on a Comprehensive MOU document, which would replace the current MOU before its expiration. The goal was to develop a single document that would clearly describe the negotiated terms and conditions of employment of the members of the SFS General Employees Association.

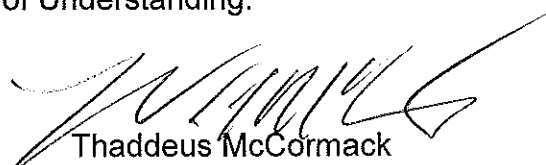
Both the City and Association diligently worked on the document throughout the 2-year period, which was put aside to concentrate on the challenges of the economic recession. After many hours of meetings, discussions, and collaborative efforts of both City staff and Association members, the comprehensive MOU document is now ready for approval.

Santa Fe Springs General Employees Association President Darryl Pedigo has indicated the support of the Association Board and its members, as stated in the attached correspondence to the City Manager.

Staff, therefore, recommends that Council authorize the City Manager to approve and sign the comprehensive MOU document. Once signed, this document will be effective through June 30, 2011. Negotiations for a successor Memorandum of Understanding, expected to be effective July 1, 2011, are expected to begin within the next several weeks.

FISCAL IMPACT

Since the comprehensive MOU document does not change the current terms and conditions of employment, there is no fiscal impact associated with the approval of this comprehensive Memorandum of Understanding.


Thaddeus McCormack
City Manager

Attachment(s): Comprehensive MOU
Letter of Support from SFSCEA



March 23, 2011

MEMORANDUM TO THADDEUS MCCORMACK, CITY MANAGER

SUBJECT: SFSCEA COMPREHENSIVE MOU

As President of the Santa Fe Springs City Employees Association, and on behalf of the membership, I support the approval of the Comprehensive MOU as presented.

This collaborative effort of City staff and Association members has produced a comprehensive document which will provide easier reference to the terms and conditions of employment for the members of the general employees Association. We appreciate the work Andrea and staff put into the development of this important resource.

A handwritten signature in black ink, appearing to read 'Darryl Pedigo', is positioned above the printed name.

Darryl Pedigo
SFSCEA President

In an effort to conserve paper, additional attachments are available for review upon request in the City Manager's office.



City of Santa Fe Springs

City Council Meeting

April 28, 2011

NEW BUSINESS

Approval of Revision of Personnel Policies and Procedures Manual Section 4-7: Performance Evaluation

RECOMMENDATION

That City Council approve the revision of Personnel Policies and Procedures Manual Section 4-7: Performance Evaluation.

BACKGROUND

The City of Santa Fe Springs has a comprehensive Performance Evaluation program that was developed by a team of employees in 2006. The program includes evaluation forms (one for full-time and part-time benefitted employees and another for part-time non-benefitted employees), instructions on how to conduct evaluations and fill out the evaluation forms, and a reference document that lists the Core Skill and Professional Standards.

The Performance Evaluation program was relatively successful until the last couple of years as the number of staff members decreased due to the economic recession.

The attached Personnel Policies and Procedures Manual Section 4-7 incorporates updated changes to the procedure, as well as clarifies the requirement that evaluations are to be conducted at least once a year.

Staff therefore recommends that Council approve the revision of Personnel Policies and Procedures Manual Section 4-7: Performance Evaluation.

FISCAL IMPACT

There is no fiscal impact.

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', is positioned above the printed name and title.

Thaddeus McCormack
City Manager

Attachment(s): PPPM 4-7
 Evaluation Form: FT & PTB
 Evaluation Form: PTNB
 Instructions
 Core Skill and Professional Standards Reference

**CITY OF SANTA FE SPRINGS
PERSONNEL POLICIES AND PROCEDURES MANUAL**

Effective Date: 5-14-76
Revision Date: 04-28-11
Entered By: City Council

Section: 4-7
Subject: Performance Evaluations
Page: 1 of 1

PURPOSE:

To define procedures for completion of performance evaluations.

APPLICABLE FORM OR REFERENCE:

Personnel Resolution No. 5969, Section VII.3. PPPM Sections 5-9.1, 5-9.2.

POLICY:

Forms for performance evaluations shall be maintained by the Human Resources Office. Performance evaluation forms shall be completed by the employee's supervisor, reviewed by the Division Head, Department Head, Human Resources Manager, and the City Manager. Performance evaluation forms should be completed at least once a year for every employee.

The performance evaluation form is to be signed by the employee. Upon request, a copy of the evaluation is to be provided to the employee.

In an effort to conserve paper, additional attachments are available for review upon request in the City Manager's office.



City of Santa Fe Springs

City Council Meeting

April 28, 2011

NEW BUSINESS

Contract between the City of Santa Fe Springs and Complete Landscape Care for Landscape Maintenance Services

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to Serve Notice of Termination to Complete Landscape Care, Inc. in accordance with the Agreement and Contract between the parties;
2. Direct the City Manager to solicit a Cost Reduction Proposal from Complete Landscape Care, Inc. to reduce the cost of the existing contract; and
3. Direct the City Manager to submit a recommendation to the City Council in 60 days regarding the continuation or termination of the City's contract with Complete Landscape Care, Inc.

BACKGROUND

The City has had a contract with Complete Landscape Care, Inc. for landscape maintenance services since 1999 and prior to that, with Murray's Landscape (the same owner) dating back to 1982. The existing contract amount, excluding extra work and annual color, is just over \$1,000,000.

The term of the contract with Complete is five years and the contract provides the City with an opportunity once every five years to initiate the process to terminate the contract without cause. May 31, 2011 is the current deadline to give notice of termination. If the City exercises the termination option, then the contract would expire on May 31, 2012. If a notice of termination is not executed by May 31, 2011 the next opportunity to terminate the contract without cause would be May 31, 2016. The City would still retain the right to terminate the contract at any time for cause provided it gives 90 days notice thereof.

In 2010 the City requested, and Complete agreed to, a five percent (5%) pay reduction without a change in services. However, in light of the City's current economic challenges, staff believes the City needs to explore the possibility of getting landscape maintenance services provided at a lower cost than what the City currently pays Complete. With that in mind, staff is recommending that the City Council take the following actions:

Initiate the Process to Terminate the Contract with Complete

This action will preserve the City's right to terminate the contract on May 31, 2012 if the City determines that termination is in the best interest of the City.

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: April 20, 2011

Request a Cost Reduction Proposal from Complete

This action would provide Complete with an opportunity to see if it can reduce the cost of the current contract to a level that would justify a continuation of the existing contract.

Direct the City Manager to Submit a Recommendation in 60 Days

On or before June 23, 2011, the City Manager would submit a recommendation to the City Council that the contract with Complete be either terminated or extended. If termination is recommended, the City Manager will provide a timeline and process for securing bids from qualified contractors. A recommendation to extend the contract would include any changes the City Manager believes should be made in the terms of the contract to promote and protect the best interests of the City.

Again, the action being recommended by staff is not a reflection on the quality or quantity of work being done by Complete Landscape. The recommendation is driven solely by the City's responsibility to ensure that it is paying an affordable and reasonable price for the landscape services it requires.

FISCAL IMPACT

The issuance of a Notice of Termination will not impact the infrastructure of the City of Santa Fe Springs; however there is a potential for future cost savings by way of the competitive bidding process.

INFRASTRUCTURE IMPACT

Although the modification of the contract cost might result in a change in the level of landscape maintenance, the extent to which that would impact City landscaping cannot be determined at this time.

Thaddeus McCormack
City Manager

Attachment(s):

Contract with Complete (On File with the City Clerk)

In an effort to conserve paper, additional attachments are available for review upon request in the City Manager's office.



City of Santa Fe Springs

City Council Meeting

April 28, 2011

NEW BUSINESS

Contract between the City of Santa Fe Springs and Merchants Building Maintenance LLC for Janitorial Services

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to negotiate a 60-day extension of the City's contract with Merchants Building Maintenance LLC in accordance with the Agreement and Contract between the parties; and
2. Direct the City Manager to solicit a Cost Reduction Proposal from Merchants Building Maintenance LLC to reduce the cost of the existing contract; and
3. Direct the City Manager to submit a recommendation to the City Council in 60 days regarding the extension or termination of the City's contract with Merchants Building Maintenance LLC.

BACKGROUND

The City has had a contract with Merchants Building Maintenance LLC for janitorial services since 1998. The contract was renewed in 2008 and will expire on August 1, 2011. The existing basic contract amount is just over \$506,000.

Merchants' has provided high quality and very responsive service consistently throughout their tenure. They have been able to provide additional staffing for special events and activities and have been accommodating to special requests with little or no notice.

In 2010 the City requested, and Merchants agreed to, a five percent (5%) pay reduction. The only impact of that change was a reduction in the services provided at the Betty Wilson Center.

In light of the City's current economic challenges, staff believes the City needs to explore the possibility of getting janitorial services provided at a lower cost than what the City currently pays Merchants. With that in mind, staff is recommending that the City Council take the following actions:

Temporarily Extend the Contract with Merchants

This action would delay the expiration of the contract with Merchants from August 1 to October 1, 2011. The additional sixty (60) days is needed to give City staff time to determine what action should be recommended and, if necessary, to rebid the contract should that be Council's direction.

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: April 20, 2011

Request a Cost Reduction Proposal from Merchants

This action would provide Merchants with an opportunity to see if it can reduce the cost of the current contract to a level that would justify a continuation of the existing contract.

Direct the City Manager to Submit a Recommendation in 60 days

On or before June 23, 2011 the City Manager would submit a recommendation to the City Council that the contract with Merchants be either terminated or extended. If termination is recommended, the City Manager will provide a timeline and process for securing bids from qualified contractors. A recommendation to extend the contract would include any changes the City Manager believes should be made in terms of the contract to promote and protect the best interests of the City.

Again, the action being recommended by staff is not a reflection on the quality or quantity of work being done by Merchants Building Maintenance. The recommendation is driven solely by the City's responsibility to ensure that it is paying an affordable and reasonable price for the janitorial services it requires.

FISCAL IMPACT

There is a potential for future cost savings either through a renegotiation process with Merchants or through contract with a new contractor retained through a competitive bidding process.

INFRASTRUCTURE IMPACT

Neither the extension nor rebidding of the existing contract for janitorial services will have an impact on City infrastructure.

Thaddeus McCormack
City Manager

Attachment(s):

Contract with Merchants (On File with the City Clerk)

In an effort to conserve paper, additional attachments are available for review upon request in the City Manager's office.



City of Santa Fe Springs

City Council Meeting

April 28, 2011

NEW BUSINESS

Authorize the Dispensing of City Purchasing Code Section 34.20 and Purchase of Fire Grant Equipment from Fisher Scientific

RECOMMENDATION

That the City Council authorize: 1) Dispensing of City Code Section 34.20 requiring a formal bid process; and 2) Purchase of Fire Grant Equipment from Fisher Scientific in the amount of \$146,376.

BACKGROUND

The Santa Fe Springs Fire Departments' Hazardous Materials Team has been chosen and given the opportunity through the use of grant funds to join 17 current Type I Hazardous Material Response Teams throughout the State of California. The objective is to establish a statewide standard and promote better interoperability and standardization between Hazardous Materials Companies. This certification will specifically identify the Santa Fe Springs Hazardous Materials Unit as a state resource for hazardous material responses specializing in terrorism response including biological, nuclear, incendiary, chemical, and explosive emergencies. Our team already provides hazardous materials response outside of our jurisdiction to the cities of Vernon, Compton, Downey, Montebello, and the Port of Long Beach. The grant funds will pay for new state of the art equipment, and the replacement of older equipment that is more than fifteen years old.

Purchasing Timing

In looking to become a Type I Department, Staff needs to make a sizeable purchase (\$146,376) of specialized equipment. Unfortunately, it presents a variety of challenges that require a different approach than most purchasing decisions. Staff was informed of the approval to use the grant funds exclusively for the purchase only recently. Coupled with a looming May 3 deadline for grant reimbursement, conducting a formal bid process is not achievable.

Staff sent out an informal request for bid to four known vendors; receiving one complete response (from Fisher Scientific) and three incomplete responses. The most responsive of the three bid only on approximately 25% of the items. A sampling was taken of 20 of the more costly bid items where multiple vendors bid. Fisher Scientific was the lowest overall bidder and the lowest on all but one of those 20 items.



City of Santa Fe Springs

City Council Meeting

April 28, 2011

A number of fire agencies in the region have selected Fisher Scientific in making their grant purchases. These include Burbank, Glendale, Los Angeles County, Rancho Cucamonga, Torrance, and Vernon. Unfortunately, because of either small grant awards and purchases or individual policies not requiring a competitive bid process, we are not able to "piggyback" on their purchases.

Dispensing of City Purchasing Code Section

The City's Purchasing Code allows for a somewhat unique process that addresses these special circumstances. Section 34.19(B) allows for the bidding process to be dispensed (suspended) by order of the City Council if it finds that the best interests of the City require a negotiated purchase; and the proposed negotiated purchase will result in a cost to the City not greater than the projected costs after bidding. Staff is confident that the recommended action meets these criteria. The City would lose \$146,376 of grant money available for this equipment purchase.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name.

Thaddeus McCormack
City Manager

Attachment:
Fisher Safety Quote

In an effort to conserve paper, additional attachments are available for review upon request in the City Manager's office.



PRESENTATION

Youth Leadership Committee Retreat to Green Valley by the Youth Leadership Committee

BACKGROUND

The Youth Leadership Committee would like to make a presentation to the City Council on their recent Leadership Retreat to Green Valley. Highlights include:

- Integrating new members into the Committee
- Understanding youth participation in city government
- Establishing a strong work base and involvement for upcoming events
- Development of good time management skills
- Encouraging civic duty and responsibility
- Learning more about themselves, Santa Fe Springs, and Committee expectations
- Building self-confidence, teamwork, and leadership skills

Carina González, Committee Chair and other Committee members present will make this presentation.

The Mayor may wish to call upon Carole Joseph, Director of Parks & Recreation Services.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

April 28, 2011

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS


Committee Appointments

Below is a list of current vacancies; attached is a roster for each active committee and a list of prospective members.

Committee	Vacancy	Councilmember
Beautification	1	González
Beautification	2	Moore
Beautification	3	Rounds
Beautification	4	Serrano
Community Program	3	González
Community Program	1	Moore
Community Program	2	Rounds
Community Program	2	Serrano
Community Program	4	Trujillo
Family & Human Advisory	1	González
Historical	2	Moore
Historical	1	Rounds
Historical	2	Serrano
Historical	1	Trujillo
Parks & Recreation	1	González
Parks & Recreation	2	Moore
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	4	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	González
Sister City	1	Moore
Sister City	1	Rounds
Sister City	2	Serrano
Sister City	1	Trujillo

Gloria Duran resigned from the Sister City Committee.

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


Thaddeus McCormack
City Manager

Attachments: Prospective Members List, Committee Rosters

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Miguel Estevez

Jose Avila

Raul Miranda, Jr.

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Francis Carbajal

Angelica Miranda

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(11)
	Marlene Vernava	(11)
Moore	Juliet Ray	(12)
	Vacant	(12)
	Vacant	(11)
	Guadalupe Placensia	(11)
	Ruth Gray	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Annette Ledesma	(11)
	Paula Minnehan*	(11)
	Vacant	(11)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(11)
	Vacant	(11)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(11)
	A.J. Hayes	(11)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(11)
	Vacant	(11)
Moore	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(11)
	Lynda Short	(11)
	Vacant	(11)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Denise Vega	(11)
	Vacant	(11)
Serrano	Ruth Gray	(12)
	Mary Anderson	(11)
	Dolores H. Romero*	(11)
	Vacant	(12)
	Vacant	(11)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Lisa Sanchez	(11)
	Vacant	(11)

**Asterisk indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

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

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(12)
	Josephine Santa-Anna	(12)
	Vacant	(11)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(11)
	Margaret Bustos*	(11)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(11)
	Ted Radoumis	(11)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(11)
	Gilbert Aguirre*	(11)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(11)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Irene Redondo Churchward
(SPIRRIT Family Services)

**Asterisk indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Train Depot

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY

NAME

Gonzalez

Laurie Rios*

Moore

May Sharp

Rounds

Gustavo Velasco

Serrano

Paula Minnehan*

Trujillo

Amparo Oblea

Committee Representatives

Beautification Committee

Marlene Vernava

Historical Committee

Larry Oblea

Planning Commission

Frank Ybarra

Chamber of Commerce

Tom Summerfield

Council/Staff Representatives

Council

Richard Moore

City Manager

Thaddeus McCormack

Director of Library & Cultural Services

Hilary Keith

Director of Planning & Development

Paul Ashworth

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(12)
	Gilbert Aguirre*	(11)
	Janie Aguirre*	(11)
	Sally Gaitan	(11)
Moore	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Vacant	(11)
	Vacant	(11)
Rounds	Art Escobedo	(12)
	Vacant	(12)
	Mark Scoggins*	(11)
	Janice Smith	(11)
Serrano	Gloria Duran*	(12)
	Vacant	(12)
	Vacant	(11)
	Larry Oblea	(11)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(11)
	Susan Johnston	(11)

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(12)
	Frank Leader	(12)
	Paula Minnehan*	(11)
	Raul Miranda, Jr.	(12)
	Vacant	(11)
Moore	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(11)
	Vacant	(11)
	Vacant	(11)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Don Mette	(11)
	Mark Scoggins*	(11)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(11)
	Fred Earl	(11)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(11)
	Vacant	(11)
	Arcelia Miranda	(11)

**Asterisk indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

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

PLANNING COMMISSION

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

Membership: 5

APPOINTED BY

NAME

Gonzalez

Laurie Rios

Moore

Larry Oblea

Rounds

Doug Rodgers

Serrano

Michael Madrigal

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Vacant	(11)
	Janie Aguirre*	(11)
	Ed Duran	(11)
Moore	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(11)
	Pete Vallejo	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(11)
	Lorena Huitron	(11)
	Berta Sera	(11)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(11)
	Jessie Serrano	(11)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(11)
	Margaret Bustos*	(11)
	Vacant	(11)

*Asterisk indicates person currently serves on three committees

SISTER CITY COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(11)
	Vacant	(12)
	Vacant	(11)
Moore	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(11)
	Peggy Jo Radoumis	(11)
	Jeannette Wolfe	(11)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(11)
	Vacant	(11)
Serrano	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(11)
	Doris Yarwood	(11)
	Vacant	(11)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(11)
	Marcella Obregon	(11)
	Vacant	(11)

*Asterisk indicates person currently serves on three committees.

TRAFFIC COMMISSION

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

Membership: 5

APPOINTED BY	NAME
Gonzalez	Arcelia Valenzuela
Moore	Manny Zevallos
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:00 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Victor Becerra	(11)
	Jessica Aguilar	(11)
	Jeanneth Guerrero	(11)
	Marilyn Llanos	(12)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Carina Gonzalez	(11)
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
Serrano	Kimberly Romero	(11)
	Alyssa Trujillo	(11)
	Alyssa Berg	(11)
	Ariana Gonzalez	(13)
Trujillo	Madalin Marquez	(11)
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)