

# **AGENDA**

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

June 25, 2015 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

Laurie M. Rios, Mayor Richard J. Moore, Mayor Pro Tem William K. Rounds, Councilmember Jay Sarno, 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.

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

# City of Santa Fe Springs

Regular Meetings

June 25, 2015

#### 1. CALL TO ORDER

#### 2. ROLL CALL

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

# **PUBLIC FINANCING AUTHORITY**

# 3. CONSENT AGENDA

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

# **Approval of Minutes**

A. Minutes of the May 28, 2015 Public Financing Authority Meeting

**Recommendation:** That the Public Financing Authority approve the minutes as submitted.

# **Monthly Reports**

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 vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

#### **Approval of Minutes**

A. Minutes of the May 28, 2015 Water Utility Authority Meeting

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

# **Monthly Reports**

B. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority (WUA)

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

C. Status Update of Water-Related Capital Improvement Projects

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

# City of Santa Fe Springs

Regular Meetings

June 25, 2015

#### **NEW BUSINESS**

5. Equipping Water Well No. 12 – Final Payment

**Recommendation:** That the Water Utility Authority approve the Final Progress Payment to Kana Engineering Group Inc. of Rancho Cucamonga, California, in the amount of \$83,206.60 for the subject project.

# **HOUSING SUCCESSOR**

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

# **SUCCESSOR AGENCY**

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

# **CITY COUNCIL**

#### 6. CITY MANAGER REPORT

#### 7. CONSENT AGENDA

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

# **Approval of Minutes**

A. Minutes of the May 28, 2015 City Council Meeting

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

#### **NEW BUSINESS**

8. Resolution No. 9473 – Approval of Contract with the State Department of Education

**Recommendation:** That the City Council approve Resolution No. 9473 authorizing the renewal of Contract CSPP-5155 with the State Department of Education for Fiscal Year 2015/2016 for the purpose of providing child care and development services for preschool age children.

9. Extension of Contract-Planning Services on an As-Needed Basis

**Recommendation:** That the City Council: 1). Renew the contract with Lilley Planning Group to provide planning services for a two-year term; and 2). Authorize the Director of Planning to execute the Agreement.

10. Resolution No. 9478 – Adoption of Annual Appropriation (GANN) Limit for FY 2015-16

**Recommendation:** That the City Council adopt Resolution No. 9478 setting the appropriation limit for Fiscal Year 2015-16 (roll call vote required).

June 25, 2015

11. FY 2015-16 Mid-Budget Cycle Revisions and Modifications

**Recommendation:** That the City Council approve the proposed revenue, expenditure, and personnel adjustments as detailed in Attachments A through F.

12. Review of City's Five-Year Financial Outlook of General Fund Revenues and Expenditures

— Fiscal Years 2015-16 to 2019-20

**Recommendation:** That the City Council receive and file this item.

13. Adoption of the City's FY 2015-16 Investment Policy

**Recommendation:** That the City Council adopt the Investment Policy for FY 2015-16.

14. On-Call Professional Engineering Services-Authorization to Advertise Request for Qualifications

**Recommendation:** That the City Council authorize the City Engineer to Advertise a Request for Qualifications to provide On-Call Professional Engineering Services.

15. Lower San Gabriel River Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) Implementation – MOU Amendment

**Recommendation:** That the City Council: 1). Approve the First Amendment to the MOU with Gateway Water Management Authority (GWMA) to develop and implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Lower San Gabriel River Watershed Committee (LSGR); and 2). Authorize the City Manager to execute the Amendment.

16. Harbor Toxic Pollutants Total Maximum Daily Load (TMDL) - Cost Sharing Agreement

**Recommendation:** That the City Council: 1). Approve the Cost Sharing Agreement between the City of Santa Fe Springs and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for administration, installation of monitoring equipment and ongoing monitoring as required by the Los Angeles Regional Water Quality Control Board, for the Dominguez Channel, and Los Angeles and Long Beach Harbors' Waters Toxic Pollutants Total Maximum Daily Loads; and 2). Authorize the City Manager to execute the agreement.

17. <u>Transportation Services Agreement with Pupil Transportation Cooperative (PTC)-Authorization to Renew Contract</u>

**Recommendation:** That the City Council authorize the City Manager to execute the agreement with Pupil Transportation Cooperative (PTC) effective July 1, 2015 through June 30, 2017.

18. <u>Transportation Management Association Implementation Agreement between the Cities of Santa Fe Springs and Norwalk – Approval of Agreement</u>

**Recommendation:** That the City Council approve the Transportation Management Association Implementation Agreement between the Cities of Santa Fe Springs and Norwalk and authorize the City Manager to execute the agreement with the City of Norwalk for a period of five years.

19. <u>Street Light Conversion – Phase 2 (Radburn Avenue, Anson Avenue/Gannet Street and Bonavista Avenue) – Final Payment</u>

**Recommendation:** That the City Council approve the Final Payment (less 5% Retention) to Traffic Development Services of Moorpark, California, in the amount of \$9,494.30 for the subject project.

20. Resolution Nos. 9474 and 9475 – Approval of Engineer's Report (FY 2015/16) in Conjunction with Annual Levy of Assessments for Street Lighting District No. 1

**Recommendation:** That the City Council: 1). Adopt Resolution No. 9474, approving the Engineer's Report (FY 2015/16) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and 2). Adopt Resolution No. 9475, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the Public Hearing for the Council meeting of July 9, 2015.

21. Resolution Nos. 9476 and 9477 – Approval of Engineer's Report (FY 2015/16) in Conjunction with Annual Levy of Assessment for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive)

**Recommendation:** That the City Council: 1). Adopt Resolution 9476, approving the Engineer's Report (FY 2015/16) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and 2). Adopt Resolution No. 9477, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the Public Hearing for the Council meeting of July 9, 2015.

22. Authorization to Renew Café Libro Concession Agreement with Tierra Mia Coffee Company

**Recommendation:** That the City Council authorize the Director of Finance and Administrative Services to execute a one-year agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.

23. Update on the Capital Improvement Plan (CIP)

This report is for informational purposes only and does not require any action by the City Council.

# City of Santa Fe Springs

Regular Meetings

June 25, 2015

I-605 Freeway Arterial Hot Spots Improvements in the Cities of Santa Fe Springs and La 24. Mirada-Preliminary Engineering and Environmental Approval

This report is for informational purposes only and does not require any action by the City Council.

Items 25 – 34 will occur in the 7:00 p.m. hour.

- INVOCATION 25.
- 26. PLEDGE OF ALLEGIANCE

#### INTRODUCTIONS

- 27. Representatives from the Chamber of Commerce
- 28. **ANNOUNCEMENTS**

#### **PRESENTATIONS**

29. Proclaiming July 2015 as "Parks Make Life Better" Month

## APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- 30. Committee Re-appointments
- 31. Committee Appointments
- 32. **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.

- 33. **EXECUTIVE TEAM REPORTS**
- 34. ADJOURNMENT

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

Anita Jimenez, CMC City Clerk

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

#### MAY 28, 2015

#### 1. CALL TO ORDER

Mayor Rios called the meetings to order at 6:07 p.m.

#### 2. ROLL CALL

Present: Councilmembers/Directors Rounds, Sarno, Trujillo, Mayor Pro Tem/Vice Chair Moore, Mayor/Chair Rios

The City Clerk announced that members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

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

# **PUBLIC FINANCING AUTHORITY**

#### 3. CONSENT AGENDA

#### Approval of Minutes

A. Minutes of the April 23, 2015 Public Financing Authority Meeting

**Recommendation:** That the Public Financing Authority approve the minutes as submitted.

#### **Monthly Report**

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.

Director Trujillo moved the approval of Items 3A & B; Director Sarno seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

# **WATER UTILITY AUTHORITY**

#### 4. CONSENT AGENDA

### **Approval of Minutes**

A. Minutes of the April 23, 2015 Water Utility Authority Meeting

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

### **Monthly Reports**

B. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority (WUA)

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

C. Status Update of Water-Related Capital Improvement Projects

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

Director Rounds moved the approval of Items 4A, B & C; Vice Chair Moore seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

## **UNFINISHED BUSINESS**

5. Authorization of Water Rate Study – Contract Amendment No. 3

**Recommendation:** That the Water Utility Authority: 1). Approve Amendment No. 3 to the Contract with RAFTELIS Financial Consultants, Inc, in the amount of \$22,880, to complete the Water Rate Study; and 2). Authorize the Director of Public Works to execute Amendment 3.

Vice Chair Moore moved the approval of Item 5; Director Sarno seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

#### **NEW BUSINESS**

6. Approval to Lease Water Rights to City of Cerritos

**Recommendation:** That the Water Utility Authority: 1). Approve the Water Right and Lease Agreement with the City of Cerritos; and 2). Authorize the Director of Public Works to execute the agreement along with all related documents transferring water rights.

Vice Chair Moore moved the approval of Item 6; Director Rounds seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

7. Engineering Consultant Services for Water Well No. 1 Rehabilitation – Authorization to Request for Proposals

**Recommendation:** That the Water Utility Authority authorize the Director of Public Works to advertise for Engineering Consultant Services to design a volatile organic compound treatment system, prepare technical specifications, and provide project coordination for Water Well No. 1 rehabilitation.

The City Manager noted that a revised copy of the RFP had been given to Council which reflected changes made to the document. Noe Negrete explained that at the request of Mayor Pro Tem Moore, a pre-submittal meeting had been added as well as additions to the scope of services.

Director Sarno moved the approval of Item 7; Director Trujillo seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

5-28-2015

# HOUSING SUCCESSOR

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

### SUCCESSOR AGENCY

#### **CLOSED SESSION**

8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Section 54956.8

**Properties:** 

North and South sides of Telegraph Road, East of Bloomfield Avenue

(9.87 net acres known as MC&C III and 8.49 net acres known as MC&C

Negotiating Parties: City Council, City Staff, McGranahan Carlson & Co. and potential

buyers/developers

Under Negotiation: Price

Mayor Rios deferred this item to the end of the 6:00 o'clock meeting.

#### CITY COUNCIL

#### 9. CITY MANAGER REPORT

The City Manager reported that the restaurant at Heritage Park has opened on a limited basis under the name of Lolita's Café. There is a dispute amongst the family members regarding the use of the name "El Tepeyac." It is possible that the name may change in the future. The official grand opening is planned later in June. Mayor Pro Tem Moore asked if the restriction is on us. The City Manager replied that the restriction is not on us, but we want to respect the family's wishes. The City Manager also reported that that some Mid-year budget modifications are being prepared for Council review. There is a need to reappoint Councilmembers to the subcommittees. Mayor Rios appointed Councilmembers Sarno and Trujillo to the Revenues/Fees Budget Subcommittee and Mayor Pro Tem Moore and Councilmember Rounds to the Events/Programs Budget Subcommittee. Lastly, the City Manager reported that he had lunch with former City Manager Don Powell who extended his best wishes to the Council and stated that he was impressed with the progress of the City despite the loss of redevelopment funding.

#### 10. **CONSENT AGENDA**

# **Approval Minutes**

Minutes of the April 23, 2015 City Council Meeting Α.

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

Reports

Mayor Pro Tem Moore's Attendance of RECon 2015

**Recommendation:** That the City Council receive and file the report.

C. Councilmember Rounds' Attendance of RECon 2015

Recommendation: That the City Council receive and file the report.

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# Councilmember Trujillo's Attendance of RECon 2015 Recommendation: That the City Council receive and file the report.

Councilmember Trujillo moved the approval of Items 10A, B, C, and D; Mayor Pro Tem Moore seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None. The City Manager stated that the Council made productive connections with prospective businesses including hotels and retail businesses.

#### ORDINANCE FOR PASSAGE

# **11.** Urgency Ordinance No. 1065 – 2015 Water Conservation Regulations

**Recommendation:** That the City Council adopt Urgency Ordinance No. 1065 implementing the 2015 Water Conservation Regulations in order to comply with a mandate by the State of California.

The City Attorney read the ordinance by title and stated that urgency ordinances are only read once, must address an emergency, require 4 votes for passage, and go into effect immediately. The 16% reduction in water use requirement goes into effect on June 1, constituting an emergency.

The City Manager stated that the City has limited enforcement capacity due to the minimum number of staff. Therefore, an aggressive information campaign is planned to inform residents of the requirements. The City will be divided in half and allow only two days of watering per week per side.

Mayor Pro Tem Moore asked within what period of time the 16% reduction is required. Noe Negrete responded that it would be from June to April. Mayor Pro Tem Moore asked if the Council would get periodic reports. The City Manager replied that they would. The City Attorney stated that the City would be required to submit regular reports to the State.

Councilmember Rounds moved to waive further reading and adopt Urgency Ordinance No. 1065; Mayor Pro Tem Moore seconded the motion which passed by the following roll call vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

Mayor Pro Tem Moore thanked the subcommittee for their work on this project.

#### **NEW BUSINESS**

# 12. Resolution No. 9468 – Establishing the Civil Fine Amount for Administrative Citations Issued for Illegal Activities Related to Fireworks

**Recommendation:** That the City Council adopt Resolution No. 9468, which would establish the civil fine amount of \$1,000.00 for Administrative Citations issued for illegal activities related to fireworks.

Councilmember Sarno moved the approval of Item 12; Councilmember Trujillo seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

The City Manager thanked the City Council for increasing the fine which he felt would assist enforcement efforts. Mayor Pro Tem Moore asked if the fines would be retained by the City

or go to Whittier Police Department. Dino Torres stated that the fines would be retained by the City.

# 13. Shuttle Bus Service Agreement – Whittier Union High School District

**Recommendation:** That the City Council: 1). Approve Amendment No. 1 to Agreement No. 07-4969 between Caltrans and the City that provides funding for Shuttle Bus Service to Santa Fe High School during reconstruction of the Florence Avenue Bridge over the Interstate 5 Freeway; 2). Approve an Agreement with Whittier Union High School District to provide Shuttle Bus Service to Santa Fe High School during the period of the reconstruction of the Florence Avenue Bridge over the Interstate 5 Freeway; 3). Authorize the Mayor to execute Amendment No. 1 to Agreement No. 07-4964; and 4). Authorize the Mayor to execute Shuttle Bus Service Agreement with Whittier Union High School District.

Councilmember Sarno asked if a route had been determined. Noe Negrete stated that draft routes have been identified, but more information regarding the location of students using the route is needed. Councilmember Sarno asked if the residents would be notified of the Shuttle Bus route. Mr. Negrete stated that they would be notified. Councilmember Trujillo asked when the shuttle service was scheduled to begin. Mr. Negrete stated in April 2016. Mayor Pro Tem Moore stated that at a meeting he attended, the information stated the construction would begin in late fall. Mr. Negrete added that a community information meeting was tentatively scheduled for June 10.

Councilmember Rounds moved the approval of Item 13; Mayor Pro Tem Moore seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

14. <u>Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment</u> (Phase I) – Final Payment

**Recommendation:** That the City Council approve the Final Progress Payment (less 5% Retention) to Ferreira Coastal Construction Co. of Chino, California in the amount of \$140,115.75 for the subject project.

Councilmember Trujillo moved the approval of Item 14; Councilmember Sarno seconded the motion which passed by the following vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

15. Consideration of Appeal of Development Plan Approval (DPA) Case Nos. 887-889, Tentative Parcel Map (TPM) No. 73063, and Environmental Documents (EIR/SCH #2014101063)

<u>Development Plan Approval (DPA) Case Nos. 887, 888, 889</u>: DPA Case No. 887: to allow the construction of an approximately 404,000 sq. ft. concrete tilt-up building (Building 1); DPA Case No. 888: to allow the construction of an approximately 506,000 sq. ft. concrete tilt-up building (Building 2); and DPA Case No. 889: to allow the construction of an approximately 300,000 sq. ft. concrete tilt-up building (Building 3) on the approximately 54-acre subject site located at 12345 Lakeland Rd (APNs: 8009-022-053, 054, 055, 056, 057, 058; 8009-022-029, 030, 031 & portion of 8009-022-056), within the M-2, Heavy Manufacturing, Zone and also within the Consolidated Redevelopment Project Area. (Goodman Santa Fe Springs SPE LLC).

<u>Tentative Parcel Map (TPM) No. 73063</u>: to allow the approximately +/-54-acre subject site to be subdivided into four (4) separate parcels: 729,053 sq. ft. (Proposed Parcel 1), 1,007,093 sq. ft. (Proposed Parcel 2), 560,665 sq. ft. (Proposed Parcel 3), and 85,867 (Proposed Parcel 4) on the approximately 54-acre subject site located at 12345 Lakeland Road (APNs: 8009-022-053, 054, 055, 056, 057, 058; 8009-022-029, 030, 031 & portion of 8009-022-056), within the M-2, Heavy Manufacturing, Zone and also within the Consolidated Redevelopment Project Area. (Goodman Santa Fe Springs SPE LLC).

<u>Environmental Document</u>: Environmental Impact Report Prepared. The City, acting as the Lead Agency, prepared a Draft Environmental Impact Report (SCH #2014101063) for the proposed development of the approximately 54-acre site with a new logistics center (DPA 887-889) and also the proposed subdivision of the project site (TPM 73063). The EIR was presented to the Planning Commission for their consideration concurrently with the related entitlements for the project.

**Recommendation:** That the City Council: 1). Open the Public Hearing for those wishing to speak on this matter, and thereafter close the Public Hearing; 2). Consider an appeal of the Planning Commission's decision to approve Development Plan Approval (DPA) Case Nos. 887-889, Tentative Parcel Map (TPM) No. 73063, and Environmental Documents (EIR/SCH #2014101063); and 3). Take one of the actions listed in Section 155.866 of the City Code.

The City Attorney stated that an appeal against the Planning Commission decision regarding the above referenced cases had been filed by the Briggs Law Corporation on behalf of their clients CREED-21 and the Inland Oversight Committee, but the appeal as filed originally did not contain any details. He added that today, the City Clerk received a more detailed letter outlining a number of objections pertaining to the Environmental Impact Report (EIR); he further noted that each Council member had been provided with a copy of the letter. He stated that the Council cannot consider any new evidence without setting the matter for a de novo hearing at a later date, but indicated that the Council should consider this letter because rather than containing inadmissible new evidence, the letter argues that the evidence before the Planning Commission does not support the decision. He reiterated the Council's options per the City Code: 1. Approve and ratify the action of the Planning Commission; 2. Refer the matter back to the Planning Commission with or without instructions for further proceedings; or 3. Set the matter for hearing by itself. The City Attorney concluded his remarks by stating that the City's environmental consultant, Mark Blodgett, has reviewed the Briggs letter and does not believe that there is any merit to any of the contentions in the letter.

Mayor Rios opened the Public Hearing open at 6:31 p.m. Lang Cottrell, of Goodman Birtcher, stated that they were disappointed, but not surprised by the filing of this appeal. He stated that it is Briggs' mode of operation to file boilerplate objections. He stated that Goodman Birtcher is very confident in the process they have gone through, and urged the Council to move this forward and affirm the Planning Commission's decision. He stated that if a law suit is filed, Goodman Birtcher will be obligated to indemnify the City and defend the litigation.

There being no one else wishing to speak, the Public Hearing was closed at 6:35 p.m.

Councilmember Sarno made a motion to approve and ratify the action of the Planning Commission; Councilmember Trujillo seconded the motion which passed by the following roll call vote: In favor –Rounds, Sarno, Trujillo, Moore, Rios; Opposed – None.

Mayor Rios recessed the meetings for the Closed Session at 6:37p.m.

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

#### 16. INVOCATION

Mayor Pro Tem Moore gave the Invocation.

#### 17. PLEDGE OF ALLEGIANCE

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

#### INTRODUCTIONS

# **18.** Representatives from the Chamber of Commerce

Jeff Winkler, BreitBurn Energy and Rick Landis, Santa Fe Springs Swap Meet

# **19.** Representatives from the Youth Leadership Committee

Members introduced themselves.

#### 20. ANNOUNCEMENTS

The Youth Leadership Committee made the Community Announcements.

#### **PRESENTATIONS**

# 21. Older American Recognition Award Recipient - Presentation

Maritza Sosa-Nieves introduced recipient Peggy Radoumis and spoke about some of Mrs. Radoumis' volunteer work.

#### **22.** 2015 SFS ART FEST - Recognition of Event Sponsors and Featured Artists

Ed Ramirez introduced the sponsors and artists and showed a video of the event. Samantha Marques from Assemblymember Ian Calderon's office thanked the Council, artists, and sponsors.

Maricela Balderas and the City Council acknowledged the extraordinary leadership and creativity of Ed Ramirez in coordinating the Art Fest.

### 23. Santa Fe Springs 2015 Youth Citizenship Award Recipients

Wayne Bergeron introduced the recipients and highlighted some of their accomplishments.

#### 24. Proclaiming May 2015 as Lupus Awareness Month in Santa Fe Springs

The City Clerk read the proclamation which was presented to Alejandra Rodriguez by Mayor Rios.

#### APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

# 25. Committee Appointments

None.

#### 26. ORAL COMMUNICATIONS

Mayor Rios opened Oral Communications at 8:03 p.m. Ron Beilke, Santa Fe Springs, President of the Villages homeowners association, gave a petition signed by residents of the Villages regarding the inequities of the Miro apartment homeowners' association dues

compared to other homeowners in the Villages. The City Manager stated that City is trying to meet with the developers of Miro to address this issue. David Pulley, Santa Fe Springs, President of the Camillia homeowners association in the Villages, addressed the same issue. There being no one else wishing to speak, Oral Communications were closed at 8:12 p.m.

#### 27. EXECUTIVE TEAM REPORTS

Noe Negrete reported on Public Works Week events at Rancho Santa Gertrudes School, included the planting of a tree.

Wayne Morrell reported on the RECon Convention in Las Vegas.

Dino Torres reported that the Coffee with a Cop event on May 15, coffee with a cop had a good turnout.

Mike Crook reported that the firefighters raised \$34,000 for the Muscular Dystrophy fundraiser, Fill the Boot. On June 4, the Fire-Rescue Dept will host free hands-only CPR training. The Burn Survivors Relay will pass through Santa Fe Springs on June 10.

Jose Gomez reported that the City received a check for \$55,000 as part of a class action law suit against Office Depot.

Steve Skolnik stated that Office Depot had a practice of overcharging companies, but an employee blew the whistle.

Maricela Balderas reported that 300 guests attended the Library's "Bringing Literature to Life" on May 15. The Library is collaborating with Santa Fe High School on a program that encourages students to read over the summer.

Councilmember Sarno commented that over the past year and a half, the City has hosted several events and activities that have highlighted the cooperation among the Councilmembers and that of the staff in various departments. He congratulated the Council and staff on these successful outcomes.

Mayor Pro Tem Moore thanked Wayne Morrell for the effort he put forth in coordinating meetings with vendors at RECon. He thanked Capt. Bar for his support of Coffee with a Cop.

Councilmember Trujillo reiterated the praise for Wayne Morrell's efforts in coordinating meetings with the vendors. She stated that this was one of the most productive trips to RECon she has experienced.

Councilmember Rounds also commended Wayne Morrell and agreed with Councilmember Sarno about the increased cooperation.

#### 28. ADJOURNMENT

At 8:25 p.m., Mayor Rios adjourned the meetings in memory of longtime residents Ramiro Martinez and Ed Lipock.

	Laurie Rios, Mayor
ATTEST:	
Anita Jimenez, CMC	Date



# City of Santa Fe Springs

Public Financing Authority Meeting

June 25, 2015

### **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 Public Financing Authority receive and file the report.

### **BACKGROUND**

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

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/15 Outstanding principal at 5/31/15

None

\$15,540,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/15

None

Outstanding principal at 5/31/15

\$5,745,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/15

None

Outstanding principal at 5/31/15

\$3,005,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 5/31/15

None

Outstanding principal at 5/31/15

\$2,310,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 5/31/15

None

Outstanding principal at 5/31/15

\$35,004,886

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 5/31/15

None

Outstanding principal at 5/31/15

\$8,740,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 5/31/15

None

Outstanding principal at 5/31/15

\$37,320,000

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: June 18, 2015

### **Bond Repayment**

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

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

# **Unspent Bond Proceeds**

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

∕Thaddeus McCormack

City Manager/Executive Director

1/1/11/1

# City of Santa Fe Springs



Water Utility Authority Meeting

June 25, 2015

# **NEW BUSINESS**

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

#### RECOMMENDATION

That the Water Utility Authority receive and file the report.

#### **BACKGROUND**

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

# Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 5/31/15 Outstanding principal at 5/31/15

None \$6,890,000

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

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

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

Thaddeus McCormack

City Manager/Executive Director

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: June 18, 2015

# **NEW BUSINESS**

Status Update of Water-Related Capital Improvement 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 and current status of active water projects.

# Engineering Consultant Services for Water Well No. 1 Rehabilitation

At the City Council meeting on May 28, 2015, Council authorized staff to Advertise for Engineering Consultant Services to Design a Treatment System at Water Well No. 1. The Request for Proposals (RFP) was advertised on June 1, 2015. The first two milestones of the RFP were met on June 15, 2015. The first milestone was the deadline to submit questions regarding the scope of the RFP, and the second milestone was a pre-submittal meeting held at the Water Well No.1 site.

The deadline to receive proposals will be on June 30, 2015 at 3:00 pm.

#### **FISCAL IMPACT**

All projects listed above are fully funded through the Water Fund.

### **INFRASTRUCTURE IMPACT**

A fully functioning water production well will provide a source of potable water within Pressure Zone I and enhance the reliability of the City's water system.

Thaddeus McCormaek Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete, Director

Department of Public Works

Date of Report: June 17, 2015

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### **NEW BUSINESS**

Equipping Water Well No. 12 - Final Payment

#### RECOMMENDATION

That the Water Utility Authority approve the Final Progress Payment to Kana Engineering Group Inc. of Rancho Cucamonga, California, in the amount of \$83,206.60 for the subject project.

### **BACKGROUND**

At the Water Utility Authority meeting of December 12, 2013, the Authority awarded a contract to Kana Engineering Group Inc. of Rancho Cucamonga, California, in the amount of \$2,094,394.00 for the subject project.

The Equipping Water Well No. 12 project included furnishing and installing the well motor, well building, concrete perimeter wall and related water well equipment, and infrastructure for Water Well No. 12.

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

The final construction cost is \$2,224,977.00. The overall construction cost increased by an amount of \$130,583.00 due to the contractor being requested to perform additional work beyond the original scope. The final project cost including construction, engineering, inspection, overhead, and contingency is under the budgeted amount.

### **FISCAL IMPACT**

The project is fully funded through the Water Utility Fund.

Thaddeus McCormack Executive Director

Attachment:

Payment Detail

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: June 18, 2015

Description

Quantity

Units

CONTRACTOR: Kana Engineering Group, Inc.
9670 Hermosa Avenue
9670 Hermosa Avenue
Rancho Cucamonga, CA 91730
Contract Completed This Period
Unit Price Total Quantity Amoun

Final Payment \$ 83,206.60

Amount

Completed to Date
Quantity Amo

Amount

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10. Furnish and install aqua-ammonia chemical feed system including but not limited to: skid mount with pump assemblies, piping, tank installations, ammonia analyzer, control panel, supports and all other appurtenances required for a complete and operable system, in accordance with the Contract Plans and Specifications.	Furnish and install bulk storage sodium hypochlorite system including but not limited to: chlorine solution storage tank, skid mount with booster pumps, control panel, chlorine residual analyzer, piping, valves, and all other appurtenances required for a complete and operable existem in accordance with the Contract Plans and	Furnish and install concrete block perimeter wall, including but not limited to: excavation, backfill, footing, rebar, concrete cap, laser security, and all appurtenances complete and in place, in accordance with the Contract plans and Specifications	Furnish and install well building, including but not limited to footing, slab, walls, roofing, doors and louvers, fans, complete and in place, in accordance with the Contract Plans and Specifications	Furnish and install 300 HP, 1750 RPM vertical motor, with 416 S.S. motor shaft and coupling, and all necessary appurtenances, including field verification, complete and in place, in accordance with the Contract Plans and specifications	Clearing and grubbing, and all miscellaneous items; complete in accordance with the Contract Plans and Specifications.	4. Sheeting, Shoring, and Bracing or Equivalent Method.	Temporary facilities including but not limited to, power, water and sanitary facilities.	Shop drawings, samples, and project data, including record drawings.	CONTRACT WORK  1. Mobilization/Demobilization (includes permit fees).
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Painting of new and existing piping, equipment, doors,	Furnish and install sliding gate including but not limited to: Solid steel gate, gate supports, gate operator, key pads, pre formed loop detectors, magnetic locks, and all other required appurtenances for a complete and operable installation; complete and in place, in accordance with the contract Dians and Specifications.	Furnish and install new electrical service including, but not limited to: transformer pad, bollards, conduit and pull rope, gravel, and coordination with SCE; all in accordance with SCE requirements and the Contract Plans and Specifications complete and in place	Furnish and install all electrical work required for the project, including but not limited to: wire, conduit, junction boxes, pull boxes, disconnect switches, lights, receptacles, control stations, limit switches, single phase starters, and all necessary appurtenances complete and in place, in accordance with the Contract Plans and Specifications	Furnish and install well RTU/control panel, including all panel devices and instrumentation, programming, development of monitoring screens at the City's base station, and reconnection of existing wires and conduits, complete and in place in accordance with the Contract plane and Specifications	Furnish and install wall and ceiling acoustic sound paneling complete and in place, as shown on the Contract Plans and Specifications.	Furnish and install 300 HP VFD with solid state motor control bypass contactor including all required components, complete and in place as shown on the Contract Plans and Specifications	Furnish and install new switchgear, motor control center, and lighting panel "A" section, including all required components, complete and in place as shown on the Contract Plans and Specifications	Description		
	>	_		_	<u></u>	<b>→</b>	_	Quantity		
	L.s.	L.S.	L.S.	ΕA	L.S.	ΕA	L.S.	Units		
	ક્ક	<del>6</del>	↔	↔	બ	<del>()</del>	€	Unit	Contract	
	34,687.00	20,625.00	80,434.00	191,604.00	49,253.00	81,534.00	66,246.00	Unit Price		
<b>&gt;</b>	↔	€9	ઝ	↔	ક્ક	<del>69</del>	↔	T		Kancho
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70VU UE	0.00%	11.64%	0%	0%	0%	%0	%0	Quantity	Completed This Period	lga, CA 91730
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100%	100%	100%	100%	100%	100%	100%	100%	Quantity	Comple	
<del>', ,</del>	↔	લ્ક	છ	<del>↔</del>	↔	↔	<del>С</del>	Ą	Completed to Date	
26.800.00	34,687.00	20,625.00	80,434.00	191,604.00	49,253.00	81,534.00	66,246.00	Amount	'n	

Rancho Cucamonga, CA 91730

ltem No. 31. Radio Pass Study for SCADA compatibility accordance with the Contract Plans and Specifications.

29. Provide circuit breaker coordination study in accordance 27. Furnish landscaping work required for the project, including 35. Furnish and install new telephone service including but not 34. Perform well disinfection 33. Provide new laptop computer for SCADA system 32. Radio Antenna 30. Construct Driveway on Borate Street 28. Construct concrete sidewalk, complete and in place, 26. Furnish complete and in place, in accordance with the Contract but not limited to: grass, bushes, and irrigation system miscellaneous items shown on the Contract Drawings and extension of air/vac vent pipe, flow switch, and all other preventer, emergency eyewash and shower, hose bibbs improvements, including but not limited to backflow Verizon; all in accordance with Verizon's requirements, and cabinet, telephone receptacle and coordination with limited to conduit and pull rope, pole riser, telephone service required to provide a complete and operable system Plans and Specifications and install Description miscellaneous we! station Quantity Units LS. L.S. L.S. L.S. LS. LS. L.S. ĿS L.S. L.S ↔ ↔ S S S ÷ G 4 ↔ ↔ Contract Unit Price 3,963.00 26,011.00 15,000.00 7,265.00 6,054.00 2,200.00 2,345.00 5,504.00 5,096.00 5,834.00 Total: \$ 2,094,394.00 ↔ တ ↔ ↔ \$ ↔ ↔ Total 26,011.00 5,096.00 5,834.00 2,345.00 5,504.00 3,963.00 15,000.00 7,265.00 6,054.00 2,200.00 89.99% 79.43% 93.33% Quantity Completed This Period uantity Amount 0% 0% 0% 0% 0% 0% % ↔ ↔ တ ↔ S S S S တ S 69 71,084.13 6,537.77 13,999.50 4,633.95 Quantity 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% Completed to Date 4 S ঞ တ တ ઝ ঞ क 8 ↔ S 2,094,394.00 Amount 26,011.00 7,265.00 6,054.00 2,345.00 5,504.00 3,963.00 5,096.00 15,000.00 5,834.00 2,200.00

				-	Tallette outsite light	94, 61. 61. 66			
ltem				Contract			Completed This Period	Complete	Completed to Date
ş	pescipuoi	Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
S	CONTRACT CHANGE ORDERS								
	1. Contract Change Order No. 1		L.S.	\$ 16,244.00	\$ 16,244.00	0%	\$ -	100%	\$ 16,244.00
2	Contract Change Order No. 2		L.S.	\$ 80,143.00	\$ 80,143.00	0%	1	100%	\$ 80,143.00
က	Contract Change Order No. 3		L.S.	\$ 17,675.00	\$ 17,675.00	0%	<b>⇔</b>	100%	\$ 17,675.00
4.	Contract Change Order No. 4		L.S.	\$ 10,615.00	\$ 10,615.00	100%	\$ 10,615.00	100%	\$ 10,615.00
ئ	Contract Change Order No. 5	_	L.S.	\$ 23,000.00	\$ 23,000.00	100%	\$ 23,000.00	100%	\$ 23,000.00
က	(Credit) Landscape Sidewalk	_	L.S.	\$ (17,094.00)	\$ (17,094.00)	100%	\$ (17,094.00)	100%	\$ (17,094.00)
				Total: \$	\$ 130,583.00		\$ 16,521.00		\$ 130,583.00
									\$ 2,224,977.00
co	CONTRACT PAYMENTS			Invoice Date	Invoice No.	Invoice Due Date	Due Date Invoice Pay Date	Amount	
Tota	otal Items Completed to Date	<u>,</u> 2	2,224,977.00	04/10/2014	1	05/10/2014	05/22/2014 \$	75,685.54	
Less	_ess (5% Retention)		111,248.85	06/02/2014	2	07/02/2014	07/17/2014		
Less	Less Progress Payment No. 1		75,685.54	06/03/2014	ω	07/03/2014	07/31/2014 \$	104,481.33	
Less	ess Progress Payment No. 2		121,271.23	07/14/2014	4	08/13/2014	08/14/2014 \$	173,642.90	
Less	ess Progress Payment No. 3	<b>⇔</b>	104,481.33	09/10/2014	<i>ა</i>	10/20/2014			
Less	Less Progress Payment No. 4		173,642.90	10/13/2014	6	11/12/2014			
Less	ess Progress Payment No. 5		391,368.65	11/04/2014	7	12/04/2014	12/04/2014	199,029.74	Č. III.
Less	ess Progress Payment No. 6		536,944.99	12/08/2014	8	01/07/2015	01/01/2015		
Less	Less Progress Payment No. 7		199,029.74	01/02/2015	9	02/01/2015	01/29/2015 \$	69,170.83	
Less	Less Progress Payment No. 8		162,945.42	02/01/2015	10	03/03/2015	03/12/2015 \$	67,983.52	
Less	.ess Progress Payment No. 9		69,170.83	03/10/2015	11	04/09/2015	04/09/2015 \$	127,997.40	
Less	ess Progress Payment No. 10	€9	67,983.52		12		\$	83,206.60	
Less	ess Progress Payment No. 11	&S	27,997.40	1					•
Fina	Final Payment	€9	83,206.60		Finance Please Pay:		\$ 83,206.60		
					Project Account:		453-397-B007-4400		
					Recommended by:				
					Approved by:				

# City of Santa Fe Springs

City Council Meeting

June 25, 2015

### **NEW BUSINESS**

Resolution No. 9473 - Approval of Contract with the State Department of Education

# RECOMMENDATION

That the City Council approve Resolution No. 9473 authorizing the renewal of Contract CSPP-5155 with the State Department of Education for Fiscal Year 2015/2016 for the purpose of providing child care and development services for preschool age children.

### **BACKGROUND**

Submitted for Council's approval is the 2015/2016 contract renewal with the California Department of Education to provide child care and development services. This contract, in the amount of \$520,313, allows the City to provide child care and development services to eligible preschool age children. This contract amount serves approximately 48 part-day preschool age children at the Los Nietos Child Care Center and 48 full-day preschool age children at the Gus Velasco Neighborhood Center temporary buildings.

The contract Maximum Reimbursement Amount of \$520,313 is subject to further adjustment contingent upon final legislation enacted in the State FY 2015/16 budget and actual enrollment earnings.

Thaddeus McCormack

City Manager

<u>Attachments:</u>

State contract Federal Certification page Resolution

Report Submitted By: Judi Smith-Manalisay

Date of Report: June 16, 2015

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#### CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 15 - 16

**DATE:** July 01, 2015

CONTRACT NUMBER: CSPP-5155
PROGRAM TYPE: CALIFORNIA STATE

PRESCHOOL PROGRAM

PROJECT NUMBER: 19-2194-00-5

#### LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$35.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$520,313.00.

#### SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement

14,514.0

Minimum Days of Operation (MDO) Requirement

249

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2015.asp.

STATE	OF CALIFORNIA			CON	TRACTOR
BY (AUTHORIZED SIGNATURE)			BY AUTHORIZED SI		ldean
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Mana	ger	·		TITLE OF BERSON	eras Community Svas.
Contracts, Purchasing a	and Conference Services		ADDRÉSS 9255	Lioneer.	Blud. Santa Fe Springs Ca
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 520,313  PRIOR AMOUNT ENCUMBERED FOR	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Program (OPTIONAL USE) See Attached		FUND TITLE	-A(	Department of General Services 904
THIS CONTRACT  \$ 0  TOTAL AMOUNT ENCUMBERED TO	ITEM See Attached OBJECT OF EXPENDITURE (CODE AND TIT	CHAPTER	STATUTE	FISCAL YEAR	
DATE \$ 520,313	702	,		A. Schillengeler	
I hereby certify upon my own personal kno purpose of the expenditure stated above.	Wledge that budgeted funds are available for the	period and	T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICE See Attached	R		DATE		1

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-5155

AMOUNT E	ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE A	ND TITLE)		FUND TITLE	
\$	49,582	Child Development P	rograms		Federal	
PRIOR AM	OUNT ENCUMBERED	(OPTIONAL USE) 0656	FC# 93.596		PC# 000321	
\$	0	13609-2194				
TOTAL AM	OUNT ENCUMBERED TO DATE	ITEM 30.10.020.001		CHAPTER	STATUTE	FISCAL YEAR
\$	49,582	6110-194-0890		B/A	2015	2015-2016
		OBJECT OF EXPENDITURE (COL 702 SA	CS: Res-5025 Rev	-8290		
AMOUNT E	ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE A	ND TITLE)		FUND TITLE	
\$	27,278	Child Development P	rograms		Federal	
PRIOR AM	OUNT ENCUMBERED	(OPTIONAL USE)0656	FC# 93.575		PC# 000324	
\$	0	15136-2194				
TOTAL AM	OUNT ENCUMBERED TO DATE	ITEM 30.10.020.001		CHAPTER	STATUTE	FISCAL YEAR
\$	27,278	6110-194-0890		B/A	2015	2015-2016
		OBJECT OF EXPENDITURE (COL 702 SA	CS: Res-5025 Rev	-8290		
AMOUNT E	ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE A	ND TITLE)		FUND TITLE	
\$	360,358	Child Development P	rograms		General	
PRIOR AMO	OUNT ENCUMBERED	(OPTIONAL USE) 0656			<del>-</del>	
\$	0	23038-2194				•
TOTAL AMO	OUNT ENCUMBERED TO DATE	ITEM 30.10.010.		CHAPTER	STATUTE	FISCAL YEAR
				B/A	2015	2015-2016

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE	•		FUND TITLE	
\$ 83,095	Child Development Program	1S		General	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656				
\$ 0	23254-2194				
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001		CHAPTER	STATUTE	FISCAL YEAR
\$ 83,095	6110-194-0001		B/A	2015	2015-2016
	OBJECT OF EXPENDITURE (CODE AND T	ITLE)		•	·
	702 SACS: Re	es-6105 Rev-8	590		

OBJECT OF EXPENDITURE (CODE AND TITLE)
702 SACS: Res-6105 Rev-8590

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

#### FEDERAL CERTIFICATIONS

# CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

# 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

- (d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

# 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an on-going drug-free awareness program to inform employees about-
- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph
- (a) that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, -up-to-and including-termination, consistent-with-the-requirements-of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

# City of Santa Fe Springs

11710 Telegraph Rd

Santa Fe Springs

Check [ ] if there are workplaces on file that are not identified here.

# DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring-during the conduct of any grant-activity, I-will-report-the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

#### **ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

# Maricela Balderas, Director of Community Services

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR City of Santa Fe Springs	₹)	CONTRACT # CSPP 5155
PRINTED NAME AND TITLE OF AUTH	ORIZED REPRESENTATIVE	
Maricela Balderas	Director of the	Department of Community Services
SIGNATURE		DATE
Mariah	Paldler	6/16/2015

#### **CCC-307**

#### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
City of Santa Fe Springs	·	95-6005874
By (Authorized Signature)	O MONOTO POR TO A PORT OF THE RESIDENCE OF THE STATE OF THE RESIDENCE OF THE STATE	
mariala Breder	W-	
Printed Name and Title of Person Signing		ассовет шава организация по траниция в при в при в под при в под при в под при в постоя в под при в под при в п
Maricela Balderas, Directo	r of Community Se	rvices
Date Executed	Executed in the County of	
June 25, 2015	Los Angeles	

#### CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO</u>
  <u>REQUIREMENT:</u> Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. <u>EXPATRIATE CORPORATIONS</u>: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### 6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <a href="https://www.dir.ca.gov">www.dir.ca.gov</a>, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. <u>DOMESTIC PARTNERS</u>: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. <u>CONFLICT OF INTEREST</u>: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

- 2. <u>LABOR CODE/WORKERS' COMPENSATION</u>: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 3. <u>AMERICANS WITH DISABILITIES ACT</u>: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. <u>CONTRACTOR NAME CHANGE</u>: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

# 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.

#### **RESOLUTION NO. 9473**

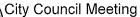
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
AUTHORIZING APPROVAL OF LOCAL AGREEMENT
WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION
FOR THE PURPOSE OF PROVIDING CHILD CARE AND
DEVELOPMENTAL SERVICES
TO PRE-SCHOOL AGE CHILDREN IN FISCAL YEAR 2015-2016

BE IT RESOLVED that the City Council of the City of Santa Fe Springs does certify as to the approval of local agreement with the California State Department of Education for the purpose of providing child care and development services to Pre-school age children in Fiscal Year 2015-2016

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe Springs authorizes approval of local Agreement No. CSPP-5155 and authorizes the Director of the Family & Human Services, Maricela Balderas, to sign the agreement.

PASSED AND ADOPTED THIS 25th day of June 2015.

	Laurie Rios, MAYOR	
ATTEST:		
Anita Jimenez, CITY CLERK		



June 25, 2015

#### **NEW BUSINESS**

Extension of Contract-Planning Services on an As-Needed-Basis

#### RECOMMENDATIONS

That the City Council take the following actions:

- 1. Renew the contract with Lilley Planning Group to provide planning services for a two-year term; and
- 2. Authorize the Director of Planning to execute the Agreement.

### **BACKGROUND**

At its meeting on July 25, 2013, the City Council awarded a contract to Lilley Planning Group to provide planning services on an as-needed basis. The contract will expire on July 25, 2015. Per the contract provisions, the City reserved the right to renew the Agreement for one additional term of two years upon City Council approval. Staff recommends renewing the contract for an additional two years.

Continued services to be provided consist of, but are not limited to: reviewing and processing land use/planning entitlements: writing staff reports recommendations for Planning Commission and City Council; reviewing projects for compliance with the California Environmental Quality Act (CEQA); reviewing business licenses, site plan and design review, including architectural review; processing General Plan Amendments and Zoning Code Amendments; conducting environmental review for CEQA compliance for City projects; assisting City staff and other consultants in establishing and improving data management systems for efficiency and effectiveness; representing the City at various agency and organization meetings; attending meetings of the City Council, Planning Commission, City staff, public officials, community leaders, developers, contractors and the general public as needed; assuring that files and plans are secured, organized and kept up-to-date; maintaining and staffing public information counter; conducting planning site inspections; monitoring and evaluating agreements and conditions of approval for implementation.

With the Lilley Planning Group contract planners that have been with the department since 2013, we have been able to hold several study sessions, increased the amount of entitlement projects that have been completed, updated various Zoning Code Sections to be consistent with State laws, and held Planning Commission workshops. The contract staff has seamlessly fit into the department and has assisted in alleviating the work load of the planning staff.

Report Submitted By:

Wayne Morrell, Director Department of Planning

Date of Report: June 18, 2015



# **FISCAL IMPACT**

The cost to perform planning services is included in the Planning Department budget. The cost for the services shall not exceed \$350,000 per fiscal year, unless approved by Council. The hourly rates from the original contract established in 2013 will be honored for the contract renewal term.

Thaddeus McCormack
City Manager

# Attachments:

Professional Services Agreement (Available in City Clerk's Office)
Request for Proposals dated February 22, 2013 (Available in City Clerk's Office)
July 25, 2013 Agenda Report (Available in City Clerk's Office)
Executed Agreement (Available in City Clerk's Office)

## CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT (EXTENSION)

THIS AGREEMENT, made and entered into this 25th day of June, 2015 by and between the CITY OF SANTA FE SPRINGS (CITY), and Lilley Planning Group, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

- 1. CONSULTANT will continue to provide services (SERVICES) as outlined in the proposal submitted on March 25, 2013 which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein.
- 2. Said services shall be referred to as "Planning Services on an "as-needed" basis.
- 3. CITY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates attached. The hourly rate includes full compensation for direct labor and overhead costs. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
- 4. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
- 5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
- 6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT Signature	Date				
Name (Print):					
Title:					
Company Name:					
Corporation Sole Proprieto	r Partnership LLC				
SSN or Tax ID#:					
теюрионе.					
City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 (562) 868-0511	Date				

#### Lilley Planning Group

### Pricing Sheet

#### Consulting Services

Contract Manager: Jennifer A. Lilley, President

The Lilley Planning Group will perform consulting services at the following hourly rates:

City Planner	\$100,00
Principal .	\$90,00 ·
Senior Planner	\$75.00 <sup>°</sup>
Associate Planner	\$65,00
Assistant Planner	\$55,00

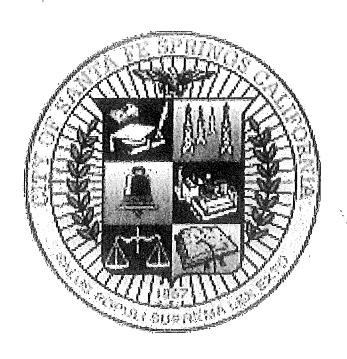
Rates reflect all costs for the office overhead, if any, including direct and indirect costs. These fees reflect all anticipated fee increases during the contract duration.

The work will be performed for a contract price, which will become fixed upon completion of contract negotiations.

138 West Amerige Avenue Fullerton, California 92832 phone: 714.672.9906 (cix: 714.672.9908

### CITY OF SANTA FE SPRINGS

# REQUEST FOR PROPOSALS AS-NEEDED PLANNING SERVICES



## DEPARTMENT OF PLANNING

#### B. Pre-Submittal Meeting

No Pre-Submittal Meeting has been scheduled for this proposal.

#### C. Request for Information

All questions regarding this RFP must be directed to Mr. Wayne M. Morrell, Director of Planning, who can be reached at (562) 868-0511 ext. 7362 or by email waynemorrell@santafesprings.org. Do not call or contact City Staff.

Sincerely,

Wayne M. Morrell | Director of Planning

City of Santa Fe Springs | Department of Planning

11710 Telegraph Road | Santa Fe Springs, CA 90670

P 562.868.0511 F 562.868.7112

wayne M. Marell

waynemorrell@santafesprings.org

www.santafesprings.org

The City of Santa Fe Springs Department of Planning invites qualified firms to submit proposals to provide planning services on an "as-needed" basis. The successful firm will be responsible for providing a full range of planning services such as entitlement processing, advanced planning, discretionary case environmental review, and most importantly, assistance to the public. Planning services may also include, but are not limited to:

- o Review land use planning applications and prepare recommendations for action by the City staff, elected, and/or appointed officials.
- Assist in the preparation of agendas; write staff reports, and recommendations for the Planning Commission and other special meetings.
- o Review applications and projects for compliance with the California Environmental Quality Act (CEQA).
- Process conditional use permits, development plan approval, lot line adjustments, variances, modification permits, development permits, subdivision maps, and other land use applications.
- Review landscape and irrigation plans for compliance with AB 1881.
- Review business licenses, site plan and design review, including architectural review.
- Process General Plan Amendments and Zoning Code Amendments.
- Conduct environmental review for CEQA compliance for City projects and outside review of other organizations for CEQA compliance.
- Assist City staff and other consultants in establishing and improving data management systems for efficiency and effectiveness.
- Represent the City at various agency and organization meetings.
- Attend meetings of the City Council, Planning Commission, City staff, public officials, community leaders, developers, contractors, and the general public as needed.
- Assure that files and plans are secured, organized, and kept up-to-date.
- Maintain and staff public information counter.
- Conduct planning site inspections.
- Monitor and evaluate agreements and conditions of approval for implementation.

- Responds to citizen requests, questions, suggestions, complaints and/or concerns, as requested.
- Assist and implement as-needed emergency work as directed by City staff.
- Attend Planning Commission and City Council meetings and make presentations with staff to Advisory Committee members, residents, and business and agency representatives.
- o Attend monthly Planning Commission meeting(s) on an as-needed basis.
- o Communicates with property owners and residents as directed by City staff.
- Provide planning support as needed to the Director of Planning.
- Process public records requests in coordination with the City Clerk or Deputy City Clerk and other City staff.

#### 2. TIMELINE TO SOLICIT PROPOSALS

In support of the selection process, the following timeline has been established:

DESCRIPTION	DATE/TIME
Request for Proposals Released	February 22, 2013
Deadline for Questions	March 8, 2013
Deadline to Receive Proposals	March 25, 2013 by 3:00 p.m.

SFS reserves the right to modify any element of the timeline should that become necessary.

#### 3. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has been scheduled for this proposal.

#### 4. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the City of Santa Fe Springs Department of Planning by March 25, 2013. The RFP can be downloaded from the SFS website, located at <a href="http://www.santafesprings.org/cityhall/planning/projects/default.asp">http://www.santafesprings.org/cityhall/planning/projects/default.asp</a>

#### B. Clarifications of the RFP

Consultants are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Consultant require clarifications to this RFP, the Consultant shall notify SFS in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued and posted on the SFS website at <a href="http://www.santafesprings.org/cityhall/planning/projects/default.asp">http://www.santafesprings.org/cityhall/planning/projects/default.asp</a>

#### 8. COST OF PROPOSAL PREPARATION

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

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

SFS 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 Consultant.

#### 9. CONFLICT OF INTEREST

Consultants are advised that SFS intends to award a contract through a process of full and open competition. By responding to this RFP, each Consultant represents to the best of its knowledge that:

Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the SFS since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP.

be used for this service. Personnel hourly rates will reflect <u>all</u> costs for office overhead, if any, including direct and indirect costs. In addition, the fees shall reflect all anticipated fee increases during the contract duration.

C. A statement that the work will be performed for a contract price, which will become fixed upon completion of contract negotiations.

#### 13. CONTRACT TERM

It is the intention of the City to enter into a Professional Services Agreement with the selected Consultant for a 2-year term, effective upon execution of said agreement. The City reserves the right to renew the Agreement for one additional term of two years upon City Council approval. The hourly rate schedule as negotiated for key personnel would be applicable to the subsequent term, if awarded.

The City will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the negotiated hourly rate. The consultant will provide an invoice clearly documenting the services performed each day, the number of hours worked, the projects worked on, as well as the specific employees performing work accordingly. Such invoice shall be submitted to the City no later than the 15<sup>th</sup> of each month.

The City will provide office space in City Hall for assigned personnel. The City will not compensate assigned personnel for travel time from home to City Hall and return. Travel expenses will be reimbursed for travel from City Hall to project sites within the City.

#### 14. NEGOTIATIONS AND AWARD OF CONTRACT

Negotiations regarding a fair and reasonable price will begin after selection of the Preferred Consultant has been approved by the Director of Planning. Should SFS be unable to obtain a fair and reasonable price through negotiations with the highest technically qualified consultant, SFS shall enter into negotiations with the next highest qualified consultant and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, SFS shall enter into negotiations with the next highest qualified consultant in sequence until an agreement is reached.

#### 15. REQUIRED FORMAT FOR PROPOSALS

SFS is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) points for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray personnel qualifications, etc. is discouraged.

- A statement that the Proposal submitted shall remain valid for ninety (90) calendar days from the submittal deadline.
- Signature of a person authorized to bind Consultant to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.
- C. <u>Qualifications of the Firm.</u> This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:
  - Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
  - Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide Planning Services.)
  - Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.
  - Provide an implementation plan that describes in detail (i) methods, including controls, by which your firm manages the quality of work of the type sought by this RFP; and (ii) other management or implementation strategies or work techniques that the firm intends to employ in carrying out the Scope of Work.
- D. <u>Proposed Staffing and Project Organization</u>. This section of the Proposal should establish the method that will be used by the Consultant to organize and provide the As-Needed Planning Services. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

o Brief resumes, not more than two (2) pages, for the individual proposed as Planner that indicates their education, experience, and applicable professional credentials.

- o An explanation of the efforts that the firm would undertake to maintain effective communication with the City.
- G. <u>Client References</u>. List your five (5) most recent similar clients (including name, address, contact person, telephone number, start and end dates of service, client contract manager name, telephone number, and e-mail address). The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.
- H. <u>Appendices.</u> This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.
- I. <u>Rights to Materials.</u> All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.
- J. <u>Proposal Pricing Form.</u> Complete Appendix A, "Proposal Pricing Form".

#### 16. PROPOSAL EVALUATION PROCESS AND CRITERIA

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. Requests for clarifications and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily at the lowest price. Criteria for the evaluation of the proposals may include but is not limited to the following:

- A. Completeness of proposal.
- B. Consultant and key project team member's experience in performing similar work.
- C. Methodology and quality control.
- D. Consultant 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. Ability to provide continuity of personnel.

negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any subconsultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident.
- o Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence.
- 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 \$2,000,000 per occurrence.

#### 19. RIGHTS OF THE CITY

- A. SFS reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the project; to modify SFS obligations or selection criteria; or take other actions needed to meet SFS' goals. In addition, SFS reserves the following rights:
  - The right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in any Proposal.
  - The right to amend, withdraw or cancel this RFP at any time without prior notice.
  - The right to postpone proposal openings for its own convenience.
  - The right to request or obtain additional information about any and all Proposals.
  - The right to conduct a background check of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
  - The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.

#### 21. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant 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 Consultant 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. Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive ands hall be rejected. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

#### 22. 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.

#### 23. OWNERSHIP OF DATA

Ownership and title to all reports and documents produced as part of the contract will be vested in the City, and no further agreement will be necessary to transfer ownership to the City. Any copies made for the Contractor's records shall not be furnished to others without written permission from the City.

#### 24. INDEPENDENT CONTRACTOR

The Contractor shall perform such services in its own way and as an independent contractor in the pursuit of its own calling and not as an employee of the City, and it shall be under the control of the City only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.



July 25, 2013

#### **NEW BUSINESS**

Award of Contract - Planning Services on an As-Needed Basis

#### RECOMMENDATIONS

That the City Council take the following actions:

- 1. Award a contract to the Lilley Planning Group, in an amount not to exceed \$350,000, to provide Planning Services on an as-needed basis.
- Authorize the Director of Planning to execute an Agreement with the Lilley Planning Group to provide Planning Services on an as-needed basis.

#### BACKGROUND

On February 22, 2013, Staff issued a Request for Proposals (RFP) for the subject project. A total of six (6) proposals were received by the March 25, 2013 due date.

An evaluation team reviewed each of the written proposals and selected the top three most qualified firms for two rounds of interview evaluations. One of the three firms selected was unable to attend, consequently two firms continued with the interview process. The evaluation team for the first round of interviews consisted of the Director of Planning, Associate Planner, a Senior Planner from the City of Norwalk, and a local businessman and member of the Santa Fe Springs Chamber of Commerce.

The evaluation team for the second round of interviews consisted of the City Manager, City Attorney, Assistant City Manager/Director of Finance, Director of Planning, and a CEO of an urban consultant firm. Although the scoring by number was close, after two rounds of interviews the evaluation teams overwhelmingly concluded that the Lilley Planning Group was the firm that would best fit the needs of the department. The scoring sheet is attached.

#### LILLEY PLANNING GROUP

The Lilley Planning Group has a strong reputation for outstanding customer service, seamlessly fitting into the organizations they serve and for accurate work product. They have provided planning services to the cities of Norwalk, Bellflower, Pico Rivera, Artesia, and Whittier, and have extensive experience working with smaller, focused land-use type communities similar to the City of Santa Fe Springs. The Group also has specialized expertise in grant writing, design review, housing administration, engineering services, and economic development.

Report Submitted By: Wayne Morrell

Department of Planning

Date of Report: July 18, 2013

#### **AS-NEEDED PLANNING SERVICES SUMMARY SCORE SHEET**

#### **EVALUATION OF WRITTEN PROPOSALS**

	OVERALL SCORE BY COMMITTEE MEMBER					TOTAL DIVIDED BY 4
NAME OF FIRM	1	2	3	4	TOTAL SCORE	. Max =100 (Round Up)
				WEST OF		
Lilley Planning Group	91	82	95	94	362	91
Civic Solutions	88	83	89	86	346	87
MIG/Hogle Ireland	91	84	87	83	345	86
Willdan Engineering	89	74	84	79	326	82
GRC Associates	72	71	80	50	273	68
PZL, Inc.	69	57	61	54	241	60

<sup>\*</sup> Understanding the Work to be Done.

#### FIRST ROUND INTERVIEWS

	OVERALL SCORE BY COMMITTEE MEMBER					TOTAL
						DIVIDED BY 4
NAME OF FIRM					TOTAL	Max =100
	1	2	3	4	SCORE	(Round Up)
Lilley Planning Group	88	89	81	91	349	87
Civic Solutions	85	88	91	89	353	88

Preferred/Overall

#### FINAL RANKINGS

NAME OF FIRM		OVERALL SCORE	TOTAL DIVIDED BY 2		
NAME OF FIRM	1	2	TOTAL SCORE	Max =100 (Round Up)	
Lilley Planning Group	91	87	178	89	
Civic Solutions	87 .	88	175	88	

<sup>\*</sup> Experience with Similar Kinds of Work.
\* Quality of Staff for Work to be Done.

<sup>\*</sup> Price

<sup>\*</sup> Understanding the Work to be Done.
\* Experience with Similar Kinds of Work.

<sup>\*</sup> Quality of Staff for Work to be Done.

<sup>\*</sup> Suitable fit with the Department

<sup>\*</sup> Price

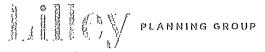
### Proposal for:

## As-Needed Planning Services

March 25, 2013

Prepared for: Wayne M. Morrell, Director of Planning City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670

Prepared by:



138 West Amerige Fullerton, California 92832 Phone: 714.672.9906 web site: www.lilleyplanning.com



#### A. Letter of Offer

March 25, 2013

Wayne M. Morrell, Director of Planning City of Sante Fe Springs 11710 Telegraph Road Sante Fe Springs, CA 90670-3679

Subject: Proposal to Provide As-Needed Planning Services for the City of Santa Fe Springs

Dear Mr. Morrell:

Thank you for the opportunity to submit our proposal to the City of Santa Fe Springs. I would like to take this opportunity to introduce you to our firm, the services we provide, some of our outstanding professional team and our client references. We are certain you will find we offer the City of Santa Fe Springs the right combination of staff, services, cost and expertise.

As President and Principal of the firm, I will be the contract manager for the City of Santa Fe Springs. The Lilley Planning Group is a California S Corporation. Our corporate office is in the City of Fullerton and our contact information is as follows

Legal Name:

Corporate Address:

Lilley Planning Group, Inc. 138 West Amerige Avenue

Fullerton, California 92832

Telephone Number:

714-672-9906

Fax Number:

714-672-9908

Website:

www.lilleyplanning.com

Person Negotiating:

Title:

Address:

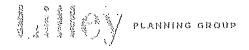
Jennifer A. Lilley, AICP President and Principal 138 West Amerige Avenue

Fullerton, California 92832

Telephone Number: 714-872-0899

Email Address:

Jennifer@lilleyplanning.com



#### B. Executive Summary

March 25, 2013

Wayne M. Morrell, Director of Planning City of Sante Fe Springs 11710 Telegraph Road Sante Fe Springs, CA 90670-3679

Subject: Proposal to Provide As-Needed Planning Services for the City of Santa Fe Springs

Dear Mr. Morrell: .

Thank you for this opportunity to submit our proposal and qualifications in response to the City of Santa Fe Springs' request for as-needed planning services. Our firm specializes in providing on-call planning services to public agencies in California. Our principal has focused her career offering outstanding as-needed services to cities for more than 20 years. Our firm offers a strong reputation for outstanding customer service, seamlessly fitting into the organizations we serve and accurate work products. We have professional staff available to assist the City of Santa Fe Springs in a timely, professional and experienced manner.

Given our expertise and background, we begin work with very little transition, we are able to work independently relieving the burden on City staff and we exceed the expectations of our clients. Our staff has expertise in entitlement processing, advanced planning, discretionary case environmental review, and assistance to the public. You will find through our qualifications package we are known for our ability to provide the day-to-day operations of a planning department, fill-in where needed, assist with long-range or current projects and ensure all work is consistent with the Code and General Plan, compliant with all State and Federal laws, and meets all time requirements.

As an added benefit, we are familiar and have provided planning services to the cities of Norwalk, Bellflower, Pico Rivera, Artesia, Whittier, and other communities that are near Santa Fe Springs. We also have experience working with smaller, focused land use type communities. We are confident our understanding of the region, adjacent agencies, and challenges and opportunities in Santa Fe Springs will add value to the services we can provide to Santa Fe Springs.

will add value to your team. I look forward to the opportunity to speak with you about our services and the needs you anticipate immediately or in the future.

Sincerely

JenhifehA. Lilley, AIC

President

- 2. Consultant's Financial Condition: We are proud of our outstanding reputation in the industry and have worked diligently to ensure that the work we offer and our business practices reflect a high ethical and professional standard. Our firm operates in a strong financial condition. We do not carry excessive debt or overhead to ensure that we operate within a level we can afford. We have more than 25 active clients at this time and expect to maintain a strong workload within the foreseeable future. We have not filed bankruptcy in our history. We have no pending litigation or outstanding claims against the firm. We have never been terminated from a contract and have never had to assign a contract to another entity. We have no plans now or in the future to close an office or to merge with any other entity. We enjoy the business we have created and are confident we have the strength and stability to continue to offer services reliably to the City of Santa Fe Springs.
- 3. Strength and Stability of the Firm: We have a proven track record providing professionals that have the technical competency to meet the requested services of our clients as well as the ability to fit into the organization they are assigned. We are confident you will find that we employ highly qualified and experienced professionals whose skills, qualifications and previous responsibilities are a strong match to the needs of any agency. We currently provide the planning, building, and engineering services to the City of Placentia. We are the planning department for the City of Villa Park. We provide on-call planning for: Lake Forest, Mission Viejo, Costa Mesa, Huntington Beach, San Gabriel, Bellflower, Artesia, Westminster, West Hollywood, and Beverly Hills. Finally we are providing special project assistance for the cities of Pasadena, Bellflower, Villa Park, Fullerton, Yorba Linda, and the County of San Bernardino.

Nearly all of our clients have been with us on an as needed basis for more than five years. We have a strong team of individuals that provide service and our staff is highly capable, trained individuals. Despite a full client list we ensure that our staff are available and assigned to only the work they can complete on time. We do not over-commit our team so as to protect our reputation for being available and responsive.

We do this by employing the following practices:

- Our clients have the opportunity to interview our staff before they are assigned.
- Our planners have experience working for public agencies prior to working with us allowing them to integrate seamlessly into department operations.
- The Lilley Planning Group knows our reputation is our most valuable asset.
   To protect it we do not over commit our staff and we only commit to work that our staff has the qualifications to perform.

reports and resolutions, develop recommendations and supporting findings for action by staff or city officials. We provide entitlement processing for conditional use permits, site development permits, subdivision maps, sign programs, variances and other discretionary and administrative applications. We are skilled at working with applicants to help them find solutions to meet the code or conform to design guidelines or other special policies. We approach this work by:

- Reviewing and processing all aspects of current planning applications;
- Advising and assisting the public and other City departments;
- Assisting with issues and problems for projects;
- Assisting with establishing General Plan goals, policies and implementation programs;
- Reviewing, analyzing and coordinating related planning activities;
- Preparing written staff reports for consideration by the Commissions and City Council;
- Managing all aspects of assigned projects including noticing and CEQA requirements;
- Conducting research and special studies;
- Prepare zoning code amendments, General Plan updates and other policy documents as necessary, including research and public workshops;
- Attend and make presentations to the Planning Commission and/or City Council and respond to questions as requested; and
- Provide guidance and oversight to City Planning staff.

We also have the ability to offer interns to assist cities at no charge and with our training and supervision. This allows extra assistance without the burden of oversight and management.

**Environmental Review:** We prepare initial studies, negative declarations, environmental impact reports and mitigation monitoring programs. We provide peer review of other agency documents and prepare responses to comments and conduct scoping meetings with the public and stakeholder groups.

**Specialized Expertise:** We offer a highly capable team of professionals that are specialists in grant writing, design review, housing and CDBG program administration, building plan review, engineering services, economic development, meeting transcription, administrative support, historic preservation and architectural review.

Professional Development Training: We believe that professional development is

#### 4. Implementation Plan

The Lilley Planning Group is dedicated to providing the services our clients need in the manner best fitting the organization. We have staff to provide service to the City of Santa Fe Springs immediately and at various levels, from Assistant Planner to Planning Managers. Depending on the need at the time we will have our team members meet with City staff to ensure a good working relationship and skill assessment is met, before the assignment is made. Once it has been determined the best fit we will immediately go to work providing the necessary transition information and resources to get our planners up to speed and ready to meet the demands of the City.

We maintain one point of communication for the City to call on to assign resources, manage our team and respond to questions and concerns. We have found this allows for strong communication and effective results. Our firm employs the best practices to ensure we provide quality products and respond to the needs and expectations of our clients. We have an internal review process to provide a review of all documents in their final draft phase to offer a level of review prior to utilizing City resources. We also stand behind the work we provide. If we have made an error that is solely our responsibility we will correct that error and ensure we have met the expected work assigned at no additional cost to our client or the applicant.

We keep our projects on task throughout the entire process. We employ all the time management and case management techniques to ensure that all milestones are met and deadlines kept. However, if a project should get off track we take every step necessary to correct the situation and bring the project back on schedule. We are proactive in this approach first and foremost by not over committing our staff. They have the focus and attention necessary to provide the level of service to our clients to meet all local and mandated time requirements.

#### D. Proposed Staff and Project Organization

The Lilley Planning Group is dedicated to providing the services our clients need in the manner best fitting the organization. We have staff to provide service to the City of Santa Fe Springs immediately and at various levels, from Assistant Planner to City Planner. The Assistant level planner that we are offering in this case has more than five years of experience working at the Assistant and Associate level planner position. In addition we are offering planners with more than 20 years of experience to allow Santa Fe Springs a wide variety of depth and breadth of experience depending on the needs at any given time during the term of this contract.

**Proposed Staff:** Marilyn Simpson, AICP **Proposed Position:** SENIOR PLANNER

Introduction: We would like to introduce you to Ms. Marilyn Simpson, AICP. Marilyn is a seasoned planner providing contract Planning Management and Senior level services to communities for the last 10 years. She has worked with the cities of Costa Mesa, San Gabriel, Brea, Fullerton, Rancho Santa Margarita, and Chino. She is experienced with residential, commercial and industrial development projects and has excellent skills for working with applicants to get the best projects for the communities she serves.

Location: works out of Fullerton Office

Current Assignment: Cities of San Gabriel and Costa Mesa Level of Commitment to Assignment: 20 hours in both cities

Availability to this Assignment: available 40 hours a week beginning May 2013

Time with the Firm: 5 years

References: City of San Gabriel – Jennifer Davis, Community Dev. Director

626.308.2806 jdavis@sgch.org

City of Costa Mesa – Claire Flynn, Asst. Development Servs Director 714.754.5278 claire.flynn@costamesaca.gov

**Proposed Staff:** Tamara Campbell, AICP **Proposed Position:** SENIOR PLANNER

**Introduction:** We are also including for your consideration Ms. Tamara Campbell. Tamara has more than 20 years of experience providing current, advanced and environmental planning services to municipal agencies. She is skilled with the entitlement process, housing programs, Code Amendments, General Plan Updates and CEQA.

**Location:** works out of Fullerton Office **Current Assignment:** Currently available

Level of Commitment to Assignment: uncommitted

Availability to this Assignment: available 40 hours beginning immediately

Time with the Firm: 6 months

References: City of Irvine – Brian Fisk, Community Development Director

949.724.6692 cs@ci.irvine.ca.us

City of Irvine – Sean Joyce, City Manager 949.724.6246 cm@ci.irvine.ca.us

Proposed Staff: Kristi Rojas

**Proposed Position:** ASSOCIATE PLANNER

**Introduction:** We are pleased to introduce you to Ms. Kristi Rojas. Ms. Rojas is a skilled professional with experience working with the cities of Brea, Pomona, Huntington Beach as a contract planner and worked as an Associate Planner

**Level of Commitment to Assignment:** 20 hours each agency **Availability to this Assignment:** available 20 hours beginning April

Time with the Firm: 6 months

References: City of Orange - Leslie Roseberry, Planning Manager

714.744.7220 Iroseberry@cityoforange.org

City of San Gabriel – Steve Preston, City Manager 626.308.2806 Spreston@sgch.org

The Lilley Planning Group is dedicated to ensuring that our clients have the staff and services required. To that end, the key personnel proposed and accepted by the City will be assigned and will be available to the extent proposed for the duration of the As Needed Planning Services. We commit and acknowledge that no personal designated as key personal shall be removed or replaced without the prior written concurrence of the City of Santa Fe Springs once the contract has been initiated.

#### E. Consultants and/or Subconsultants

The Lilley Planning Group intends to enter into a direct consulting agreement with the City of Santa Fe Springs. We do not intend to require the need to bring on outside consultants or subconsultants to provide these services. Typically when our firm brings on a subconsultant it is to fill a gap in expertise, Housing, Economic Development, Historic Preservation or other specialty. In this case, all of the work requested by the City we have staff in house that possess the skills and abilities to provide for the City.

#### F. Work Approach

The following discussion addresses the various technical services requested by the City of Santa Fe Springs. For each task requested we have included a brief description of our services and approach. As-needed contract services for the City of Santa Fe Springs may include but are not limited to the following tasks:

## 1. Review land use/planning applications and prepare recommendations for action by City staff, elected and/or appointed officials.

We provide planning services for our clients in such a way as to integrate completely into the City's environment. We believe in a collaborative approach to our work so the outcome is something that can be supported by all involved. Our staff is familiar with city processes related to technical assistance, required forms, regulations, policies and procedures. We keep current with State planning and environmental laws to ensure our service is in line with changes in legislation. Our staff are experts in managing and preparing documentation, findings for zoning and subdivision approvals, Streamlining Act mandates, General Plan requirements and the like. We offer the City of Santa

prepares documents that are defensible and meet all local, State and Federal requirements.

## 4. Process conditional use permits, development plan approval, lot line adjustments, variances, modification permits, development permits, subdivision maps and other land use applications.

All development applications will be processed in a thorough and efficient manner. We review applications for completeness ensuring that the City is processing requests within the mandated time periods. Our planners will prepare correction letters or letters of completeness to document the process and provide consistent communication to the applicant. We will maintain the project schedule, keep internal staff informed on the project status and ensure that all noticing, environmental and reports are prepared on-time and without error. Our staff is trained in best practices for time management and project management techniques. We utilize tools and techniques to ensure all milestones are met and deadlines are tracked well in advance to avoid last minute emergencies. We work to keep projects moving forward on schedule and look for ways to expedite the process and avoid any potential time delays.

#### 5. Review landscape and irrigation plans for compliance with AB 1881.

Lilley Planning staff is experienced with reviewing landscape and irrigation plans, grading, building and demolition plans. We have worked in hillside communities, coastal communities and other specialty areas and our staff has unique skills and education to allow them to provide the best practices and provide thorough analysis of all aspects of project review related to compliance with other discretionary approvals, environmental measures and State and Local laws. We are often the authors of mitigation monitoring programs and often are contracted to provide monitoring services for public agencies. We bring this added skill to this level of service for the City of Santa Fe Springs.

## 6. Review business licenses, site plan and design review, including architectural review.

Our team has worked in large cities with several planners and in small cities where they are the only staff planner. We offer the City of Santa Fe Springs professionals with expertise in interpreting Code and implementing the policies of your agency. We review business license applications to ensure they meet all programs and policies in place; the business is in the right zone and meets parking and other operational conditions. We are competent in site, design and architectural review. Many of our staff have backgrounds in urban design or architecture and offer a unique perspective on plan review. We are thorough in our review and ensure that all corrections are easy to understand and include recommendations for meeting conditions.

in improving systems, efficiency and effectiveness of your organization. We strive to add value and assist agencies in improving in any way possible.

Our staff is trained in best practices for time management and project management techniques. We utilize tools and techniques to ensure all milestones are met and deadlines are tracked well in advance to avoid last minute emergencies. We work to keep projects moving forward on schedule and look for ways to expedite the process and avoid any potential time delays. This allows us to be ready and available to assist as other priorities are made and assistance is needed. If a new project is assigned our team will use resources and expertise of the firm to ensure the right professional is assigned so the City gets the best work for the project.

#### 10. Represent the City at various agency and organization meetings.

Our role as an on-call staff is to seamlessly fit into the organization and represent the agency whenever needed. We can attend meetings with LAFCO, SCAG, regional housing meetings, local chamber of commerce, rotary, PTA and the like. We attend these meetings on your behalf and represent the City in a manner that the general public knows we are a part of the Santa Fe Springs team. All information received during these meetings will be communicated back to the City team in written or verbal reports as appropriate. Our team is able to attend these meetings outside of normal business hours if necessary.

## 11. Attend meetings of the City Council, Planning Commission, City staff, public officials, community leaders, developers, contractors and the general public as needed.

Meeting with various groups is part of the planning job. We enjoy attending public hearings, meeting with the community and assisting the public. Our team will attend any and all meetings requested by the City. We will ensure that our staff represents the City of Santa Fe Springs in a professional and respectful manner. We will be prepared, thorough in our participation and helpful to bring about a successful result in each meeting. We are happy to assist the public by meeting them on-site to discuss projects or concerns, giving us the ability to see the situation first-hand and often have better access to potential solutions. We are skilled at making presentations at hearings and have been commended on our engaging reports. Our staff is known for our attention to detail and providing all the information an applicant needs in order to make informed decisions for their application.

Our planners have solid presentation skills and have provided services to, City Councils, Commissions, and community groups by presenting development application and reports, preparing and holding study sessions on policy recommendations. We are often commended for the ability our staff has to

( ) resume work

#### 13. Maintain and staff public information counter.

Our passion is customer service. We believe the hallmark of the work we do is to provide information to the public so they are informed, educated and involved in the process early and often. We are skilled at public meeting facilitation, strategic planning efforts and conflict resolution should the situation arise but we manage our work in such a way to proactively involve all members of the community so that they are aware of the issues and informed on the process. It is our commitment to focus on providing excellent customer service to the community, public and other City Departments. We approach assisting others as our highest priority and enjoy educating and advising these important partners in the process. We see consultant services as a collaborative effort, as the process involves so many partners and we are dedicated to enlisting and including the help of all the participants throughout the whole effort.

We find fulfillment in helping the public and applicants solve their issues. Our staff understands the importance of maintaining clear communication with the public, applicants, and co-workers. Because the public counter is the first introduction many have of the City our approach is to be thorough, accurate, helpful and timely. As the initial contact for possible projects our staff has the experience to answer questions and provide meaningful guidance. We also understand some citizens have significant issues. We have training in mediation, negotiation and conflict resolution to add to our customer service skill set. We are patient, empathetic and fair to everyone that visits your public counter.

#### 14. Conduct planning site inspections.

Our team includes professional planners who are skilled and knowledgeable in the field. They are able to review project conditions, assess issues and recommend solutions on-site. Our planners will conduct site inspections as needed. It is important planning staff goes out in the field and understands the conditions related to a project on-site as well as adjacent to the project. We use time in the field to better understand the character of the community, how the project will impact a neighborhood and what options are available for the best outcome.

## 15. Monitor and evaluate agreements and conditions of approval for implementation.

We are experts in Development Agreements, Mitigation Monitoring and Conditions of Approval. We know that the planning process does not end with the entitlement approval. The specific details of the implementation plan must be in place in order to have a successful and compliant project. We are confident reviewing documents, communicating conditions and coordinating these efforts to ensure accuracy and compliance. Often applications, plans or

Service Information	Reference Information		
Service: On-Call Services, Policy			
Document Preparation, Project	Mr. Steven Preston, FAICP		
Management, Zoning Code/General	City Manager 626,308,2806		
Plan Consistency Study, Facilitation Services – Strategic Planning,	Spreston@sgch.org		
Recommendations	· ·		
The second secon	Ms. Jennifer Davis		
Dates: March 2010 - ongoing	Community Development Director		
	626.308.2806		
	jdavis@sgch.org		
	425 Mission Avenue San Gabriel, CA 91776		
	San Gabilei, CA 71770		
Service: On-Call Services	City of Placentia		
	Mr. Ken Domer		
Dates: July 2012 - ongoing	Assistant City Administrator		
	714.993.8242		
	401 E Chapman Avenue Placentia, CA 92870		
	Kdomer@placentia.org		
	Raomore placorma.org		
Service: On-Call Staffing, Policy	City of Villa Park		
Document Preparation, Project	Mr. Jarad Hildenbrand		
Management, Zoning Code/General	City Manager		
Plan Preparation, Facilitation Services –	714.998.1500 17855 Santiago Boulevard		
Facilitation, Recommendations	Villa Park, CA 92861		
Dates: March 2011 - ongoing	jhildenbrand@villapark.org		
	, ,		

Committee, Design Review Commission, and several community participation programs.

YFA, Contract Planner. Project manager for Zoning/General Plan consistency study and public outreach facilitation. Research Analysis for the El Toro Re-Use Committee. Research Analysis for Master Plan development in Beijing, China. Case Manager for discretionary cases throughout Orange County and the San Gabriel Valley.

City of Brea, Planner. Responsible for Current and Advanced Planning projects. Developed Downtown Sign Program, Inventory and redesign of Brea Plaza Shopping Center. Research analysis to prepare and evaluate a citywide land use and traffic management plan. Staff assistant for preparation and hosting "Brea by Design-a downtown charrette" and "Sphere of Influence-Visioning". Managed, prepared, and implemented Video Citizen Information program-municipal marketing.

#### Highlights

- land use & environmental planning
   public outreach & facilitation
- entitlement process management
   professional development

#### Education

Bachelor of Arts Urban & Regional Planning Institute of Certified Planners

#### **Affiliations**

Section Director Orange County Section American Planning Association American Planning Association-Board Member

- directly involved in overseeing and monitoring the removal of above-ground oil wells, water injectors, subsurface pipelines and soil remediation
- Certification of the City's last 3 Housing Element updates; actively involved in all phases, including the RHNA process
- 300-acre specific plan, including a future Metrolink Station; oversaw
   5-day Charrette, conducted bus and walking tour for community leaders and ULI/TAP
- Several zoning code and policy amendments, including the City's first Wireless Communication Facilities Ordinance and Parking Structure Ordinance
- Implementation of the City's first Geographical Information System (GIS)
- Numerous wireless communication facilities on public and private properties; directly involved in the design and negotiation of leases
- CDBG applications for housing rehabilitation, city park improvements;
   ball field lights, playground equipment
- Owner-Participation Agreements for various Agency projects, including the City's first freeway electronic monument sign for Don-A-Vee Jeep/Chrysler dealership
- 2-unit condominium Habitat For Humanity development
- Redevelopment Agency's First-Time Homebuyer Program

## COMMUNITY DEVELOPMENT PLANNING AIDE | City of Cerritos, CA | October 1996 – May 1998

Provided responses to the public on the phone and in person related to the development process, interpretation of the zoning code and questions related to properties. Responsible for project management of development applications involving residential, commercial and industrial properties. Provided technical and graphic support to City staff, community groups, Planning Commission and City Council

#### **AFFILIATIONS:**

- League of California Cities (OC Representative Community Services)
- Planning Directors Association of Orange County (PDAOC)
- American Planning Association (APA) (Board Member and Mentor)
- Urban Land Institute (ULI)
- Cal Poly University, Pomona Alumni Association (Bronco Mentor)
- Tau Epsilon Phi National Fraternity (Board Member/Officer Pledge Educator)
- Surfrider Foundation Newport Beach Chapter

#### Senior Planner

#### Relevant Experience

#### Senior Planner, City of Irvine, CA.

- Program Manager for CDBG/HOME and State Housing Grants
- Administered the City's \$2 million dollar annual Community Development Block Grant and HOME Program, including the Notice of Funding Available process, application evaluation process, public participation, annual Action Plan and Consolidated Annual Performance and Evaluation Report.
- Identified funding sources for affordable housing projects.
- Program manager for State grants, including Work Force Housing Grant,
   BEGIN funds and CalHome grants.
- Compiled statistical data for inclusion in the City's Housing Element.
- Provided training workshops for 20 non-profit sub-recipients and monitored all records and reports for compliance with state and federal regulations.
- Negotiated with for-profit and non-profit developers to ensure compliance with City's requirements and maximum leveraging of City's resources.
- Coordinate legal documentation with the City Attorney and grant recipients.
- Supervised and managed 3 consultants and entry-level planners.
- Assisted in the development and implementation of goals, policies and priorities for affordable housing or other assigned programs.
- Developed educational and marketing programs and activities designed to solicit participation by renters, buyers and developers.
- Written and oral presentations to Commissions and City Council
- Coordinated document review by various City departments, county, state and federal agencies.
- Liaison for the City in administering programs to state and federal agencies
- Represented the City at regional and local housing meetings and programs.

#### Senior Planner, City of Newport Beach, CA.

- Project Manager for long-range and current planning programs,
- Housing Element Administrator coordinating consultants and obtaining state certification.
- General Plan Project Manager direct five consultants with \$1.2 million contract for complete rewrite of the General Plan.
- In-lieu housing fee study coordinator.
- Project Manager Comprehensive Sign Code Update and Design Guidelines.
- Manager of award-winning General Plan "Visioning Process," an extensive public outreach effort including development of newsletters, surveys and community workshops.

#### KRISTINA M. ROJAS Associate Planner

Kristi has more than 7 years experience in the public and private sector of planning. She is an energetic, self-starter that works well with a team, and can represent the organization with sincerity and professionalism. Her passion in city planning is driven by the desire to connect with the public on educating them about the planning policy and procedures that help make up their community. She thoroughly enjoys working with the wide variety of people from the single-family resident to the commercial developer to neighboring government agencies to make local government an enjoyable place. The experiences she has with working for various local governments coupled with her ability to work with various departments on a daily basis.

#### City of San Dimas, Associate Planner 2007-2012

Prepared and presented various staff reports for Development Plan Review Board, Planning Commission, Traffic Committee and City Council. Organized and presented Mills Act Agreements between the City and property owners. Coordinated community meetings with developers and the public on various projects. Presented and prepared graphic presentations to illustrate development projects to the public and governing bodies. Coordinated with other city and governmental agencies on planning matters and local development projects. Interpreted legal, technical and procedural aspects of planning work to the public. Assisted the public with zoning related questions at the counter and updated the department website.

#### Civic Solutions, Assistant Planner 2006-2007

Coordinated an Enforcement Program for a client city, which was approved by the Historic Preservation Commission. Prepared and presented various staff reports for Historic Preservation Commission, Planning commission, and City Council.

#### City of Pomona, Planning Intern 2005-2006

Assisted with public outreach process to update the General Plan and to resurvey the Wilton Heights Historic District. Compiled and presented various staff reports for the Historic Preservation Commission and Planning Commission.

#### Education

Masters of Science, Leadership and Management University of Laverne, CA

Bachelors of Science, Urban and Regional Planning Cal Poly University
Minor in Geographic Information Systems

## LISA C. EDWARDS Assistant Planner

#### Relevant Experience & Qualifications

Land Use Planning Consultant, City of Beaverton, OR 2008-2009 Processed City-initiated zone change applications for annexed county properties.

**Senior Planner**, Baysinger Partners Architecture, Portland, OR 2006-2008 Processed a variety of commercial use applications for projects within City of Portland, City of Beaverton, City of Eugene, City of McMinnville, and City of Kelso.

Associate Planner, Civic Solutions, Inc., San Juan Capistrano, CA 2002-2004 Provided contract planning services for the City of Oxnard, City of Rancho Cucamonga, City of West Hollywood, City of Commerce, City of Bellflower, City of Norwalk, City of Orange, City of Westminster, City of San Clemente, and City of Encinitas.

Assistant Planner, City of San Gabriel, CA 2000-2002 Interviewed, trained and managed intern staff. Prepared development code amendments, design guidelines, and policies. Assisted at public counter and processed land use applications.

Planning Aide, City of Rancho Cucamonga, CA 1998-1999 Provided assistance with current planning projects. Processed various historical preservation applications.

Planning Intern, City of San Dimas, CA 1997-1999 Provided assistance with both current and long-range planning projects. Assisted at public counter and processed land use applications.

#### Education

B.S., Urban & Regional Planning, California State Polytechnic University, Pomona

M.P.A. (in progress), Public Policy & Administration, California State University, Long Beach

#### J. PROPOSAL PRICING FORM

Submitted under separate sealed envelope along with required fee proposal.

#### CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 2013 by and between the CITY OF SANTA FE SPRINGS (CITY), and Lilley Planning Group, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

- 1. CONSULTANT will provide services (SERVICES) as outlined in the proposal submitted on March 25, 2013 which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein.
- 2. Said services shall be referred to as "Planning Services on an "as-needed" basis.
- 3. CITY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates attached. The hourly rate includes full compensation for direct labor and overhead costs. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
- 4. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
- 5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
- 6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT Signature	Date
Name (Print):	
Title:	
Company Name:	
Corporation Sole Proprietor_	
SSN or Tax ID#:	
Address:	
City, State, Zip:	
Telephone:	
City of Santa Fe Springs I 11710 Telegraph Road	Date
Santa Fe Springs, CA 90670 (562) 868-0511	

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RECEIVED
AUG 2 9 2013

### CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT

Planning Dept.

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- 6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims

resulting from or arising our of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

- 7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
- 8. CONSULTANT shall comply with CITY'S Harassment Policy. CITY prohibits any and all harassment in any form.
- 9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:
  - a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
  - b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.
  - c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with <u>CITY named as additional insured</u>. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT Signature Date Date
Name (Print): Jernifer Lilley
Title: President
Company Name: Lolky Planning Group
Corporation Sole Proprietor Partnership LLC
SSN or Tax ID#: 37 - 155 284 \
Address: 136 W Arrenge City, State, Zip: FUIERTON CA 92832
Telephone: 714 672 - 9906
City of Santa Fe Springs Date 11710 Telegraph Road Santa Fe Springs, CA 90670 (562) 868-0511

### City of Santa Fe Springs

**Council Meeting** 

June 25, 2015

### **NEW BUSINESS**

Resolution No. 9478 – Adoption of Annual Appropriation (GANN) Limit for Fiscal Year 2015-16

### RECOMMENDATION

That the City Council adopt Resolution No. 9478 setting the appropriation limit for Fiscal Year 2015-16 (roll call vote required).

### BACKGROUND

As required by Article XIII B of the State Constitution, the City Council annually revises the appropriation limit for each upcoming fiscal year. The limit establishes the maximum amount of taxes the City is allowed to collect and appropriate. We recently received information regarding the various factors that we may use to adjust the appropriations limit for Fiscal Year 2015-16.

The limit is adjusted each year based on two categories of adjustments, changes in (1) cost of living and (2) population. Within each adjustment category there are two factors from which the City can choose in calculating the new limit.

For the cost of living adjustment, the law allows a choice between the following:

- The increase in California per capita income (3.82%)
- The percentage change in the local assessment roll due to the addition of non-residential new construction (18.30%).

For the population growth adjustment, the law allows a choice between the following:

- Los Angeles County population increase (0.82%)
- The City of Santa Fe Springs' own population growth (1.57%).

Using the most advantageous factors above (percentage change in the local assessment roll due to the addition of non-residential new construction and the change in population of Santa Fe Springs), the City's appropriation limit for Fiscal Year 2015-16 is calculated to be \$1,402,024,959. The City's Fiscal Year 2015-16 budget subject to this limit is calculated at \$40,925,500.

The majority of California cities report appropriation limits well in excess of actual appropriations subject to the limit. For the City of Santa Fe Springs, the large excess of the limit over subject appropriations is primarily a result of the fact that the change in local assessment roll due to the addition of non-residential new construction ranged from 10.76% to 33.15% between fiscal years 2006-07 and 2009-10.

Report Submitted By: Travis Hickey
Assistant Director of Finance and Administrative Services

Date of Report: June 18, 2015

### City of Santa Fe Springs

**Council Meeting** 

June 25, 2015

The appropriations limit, which seeks to cap increases in government spending, was established by the passage of Proposition 4 in 1979. The limit was put in place one year following the passage of Proposition 13 in 1978, which limited cities' ability to increase property tax revenue. Proposition 218, passed in November 1996, also limited cities' ability to implement or raise general-purpose taxes, assessments, and certain property-related fees without voter approval. Although the City has the capacity to increase spending under the appropriations limit restriction, the City's budget is constrained by limits on increasing revenues.

The appropriation limit calculation and appropriations subject to the limit are detailed in Exhibit A of Resolution No. 9478.

Thaddeus McCormack City Manager

///ML

### Attachments:

Resolution No. 9478 (including Exhibit A)

Adjustment factors information from the State of California and the County of Los Angeles

### **RESOLUTION NO. 9478**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR THE FISCAL YEAR 2015-16

WHEREAS, the City Council must annually adjust the appropriation limit based on either the change in the California per capita personal income or the percentage change in local assessment roll from the preceding year due to the addition of local non-residential construction in the City and either the City's own population growth or the population growth of the entire county; and

WHEREAS, the decision as to which of the options to select must be done by a recorded vote of the City Council;

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

<u>Section 1:</u> In calculating the appropriation limit, the City has utilized the percentage change in the local assessment roll from the preceding year due to the addition of non-residential new construction in the City for fiscal year 2014-15 of 18.30%.

<u>Section 2:</u> In calculating the appropriation limit, the City has utilized the population growth factor for the City of Santa Fe Springs from January 1, 2014 to January 1, 2015 of 1.57%.

Section 3: The appropriation limit for Fiscal Year 2015-16 is \$1,402,024,959 as calculated on Exhibit "A" attached hereto.

<u>Section 4:</u> The City reserves the right to change or revise any growth factors associated with the calculation of the appropriation limit in the present or future.

Section 5: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 25th day of June, 2015.

	Mayor
ATTEST:	
City Clerk	

### **EXHIBIT A**

### CALCULATION OF APPROPRIATION LIMIT FISCAL YEAR 2015-16

			Amount	<del>.</del>
Fiscal Year 2014-15 Appropriation Limit		\$	1,166,798,401	
Adjustment Factor (Rounded to 4 Decimal Places)			1.2016	(A)
Adjustment			235,226,558	
Fiscal Year 2015-16 Appropriation Limit		\$	1,402,024,959	_ _(B)
Adjustment Factor Calculation:	%	Ch	ange As a Ratio	<b>-</b>
Adjustment for increase in non-residential new construction:	18.30%		1.1830	_
Adjustment for growth in City of Santa Fe Springs population:	1.57%		1.0157	·
Combined Adjustment Factor 1.1830 X 1.0157			1.2016	(A)
				<b>4</b>
Appropriations Subject to the Limit (2015-16 Proposed Budget Figu	ures):			
Property Tax Utility User's Tax Sales & Use Tax Transient Occupancy Tax Business Operations Tax Property Transfer Tax Barrel Tax Vehicle in Lieu Tax Interest (50% allocated to proceeds from taxes) Public Safety Augmentation Fund Supplemental Law Enforcement Services Fund Total Appropriations Subject to the Limit		\$	3,327,000 6,750,000 27,433,000 120,000 760,000 127,000 420,000 1,719,000 27,500 142,000 100,000	_
Appropriations Limit			1,402,024,959	(B)
Amount Under the Limit		\$	1,361,099,459	=



May 2015

Dear Fiscal Officer:

Subject: Price and Population Information

### **Appropriations Limit**

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2015, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2015-16. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2015-16 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

### **Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <a href="http://leginfo.legislature.ca.gov/faces/codes.xhtml">http://leginfo.legislature.ca.gov/faces/codes.xhtml</a>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

### **Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2015**.

**Please Note**: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN Director By:

KEELY M. BOSLER Chief Deputy Director

Attachment

A. Price Factor: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2015-16 appropriation limit is:

### Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2015-16	3.82

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2015-16 appropriation limit.

### 2015-16:

Per Capita Cost of Living Change = 3.82 percent Population Change = 0.93 percent

Per Capita Cost of Living converted to a ratio:

3.82 + 100 = 1.0382

100

Population converted to a ratio:

0.93 + 100 = 1.0093

100

Calculation of factor for FY 2015-16:

 $1.0382 \times 1.0093 = 1.0479$ 

Attachment B
Annual Percent Change in Population Minus Exclusions\*

January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County	Percent Change	Population Mi	nus Exclusions	<u>Total</u> Population
City	2014-2015	1-1-14	1-1-15	1-1-2015
La Canada Flintridge	0.23	20,544	20,592	20,592
La Habra Heights	0.31	5,422	5,439	5,439
Lakewood	0.42	81,261	81,601	81,601
La Mirada	0.66	49,198	49,521	49,521
Lancaster	0.65	155,090	156,099	160,784
La Puente	0.48	40,496	40,690	40,690
La Verne	2.48	32,241	33,042	33,042
Lawndale	0.48	33,242	33,403	33,403
Lomita	0.45	20,640	20,733	20,733
Long Beach	0.48	470,501	472,779	472,779
Los Angeles	1.09	3,911,307	3,953,775	3,957,022
Lynwood	0.52	71,012	71,381	71,381
Malibu	0.50	12,871	12,935	12,935
Manhattan Beach	0.36	35,633	35,763	35,763
Maywood	0.41	27,769	27,884	27,884
Monrovia	0.61	37,179	37,406	37,406
Montebello	0.86	63,555	64,104	64,104
Monterey Park	0.42	61,805	62,063	62,063
Norwalk	0.42	105,997	106,439	107,166
Palmdale	0.82	155,734	157,009	157,009
Palos Verdes Estates	0.44	13,670	13,730	13,730
Paramount	0.41	55,076	55,302	55,302
Pasadena	0.40	140,949	141,510	141,510
Pico Rivera	0.44	63,902	64,182	64,182
Pomona	0.49	151,683	152,419	152,419
Rancho Palos Verdes	0.44	42,360	42,547	42,564
Redondo Beach	0.51	67,749	68,095	68,095
Rolling Hills	0.42	1,896	1,904	1,904
Rolling Hills Estates	0.42	8,189	8,223	8,223
Rosemead	0.42	54,786	55,017	55,017
San Dimas	1.84	34,086	34,713	34,713
San Fernando	1.35	24,232	24,558	24,558
San Gabriel	0.46	40,332	40,517	40,517
San Marino	0.50	13,347	13,414	13,414
Santa Clarita	1.91	209,231	213,231	213,231
Santa Fe Springs	1.57	17,311	17,582	17,627
Santa Monica	1.14	92,229	93,283	93,283
Sierra Madre	0.32	11,098	11,133	11,133
Signal Hill	1.49	11,415	11,585	11,585
South El Monte	1.99	20,435	20,841	20,841

<sup>\*</sup>Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions\*
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County	Percent Change	Population Mi	nus Exclusions	<u>Total</u> <u>Population</u>
City	2014-2015	1-1-14	1-1-15	1-1-2015
South Gate	0.46	96,101	96,547	96,547
South Pasadena	0.58	26,022	26,174	26,174
Temple City	0.34	36,152	36,275	36,275
Torrance	0.44	147,782	148,427	148,427
Vernon	0.82	122	123	123
Walnut	0.44	30,124	30,257	30,257
West Covina	0.48	107,879	108,401	108,401
West Hollywood	2.09	35,090	35,825	35,825
Westlake Village	0.41	8,389	8,423	8,423
Whittier	0.43	86,577	86,948	86,948
Unincorporated	0.45	1,046,288	1,050,987	1,051,872
County Total	0.82	10,044,719	10,126,867	10,136,559

<sup>\*</sup>Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



### OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES

500 WEST TENDER STADET LOS / FREES CALIFORDEN 96012-2110 Preesantifectury de l 16661 prin 2011



May 14, 2015

Travis Hickey
Assistant Director of Finance and Admin Services
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Mr. Hickey,

Your agency, the City of Santa Fe Springs, in order to effect an adjustment of its Gann Limit, has requested that the Assessor's Office supply the percentage change in total assessed valuation for the city over that of the preceding year, due to nonresidential new construction.

For the City of Santa Fe Springs, the 2014-2015 net change in nonresidential new construction, applicable to the 2015-2016 budget, is 18.30%.

If we can be of further service, please call Kimberly Jackson at (213) 893-1169.

Sincerely,

Kimberly Jackson

Appraiser

**Business Solutions Group** 

Kinshay K. Jahr

**Enclosures** 

# COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

## Proposition 111 Analysis

Commercial - Industrial         Authorizations         (\$1,224,431)         \$1,765,272         \$0         \$249           Industrial         Current         \$48,634,230         \$916,150         \$0         \$49           Other         Authorizations         \$0         \$0         \$0         \$0           Total New Construction         \$47,409,799         \$3,560,394         \$0         \$50           Add Fixtures (\$V16 Report) Current - 7/17/14         \$47,409,799         \$3,560,394         \$481,686,498         \$15,           Net Fixtures Adjustment         Net Fixtures Construction Prior Year         Secured RE & PP         Unsecured PP         Net Assessed Values         \$15,           Current Year - 7/17/14         \$67,540,628         \$189,100         \$6,386,224,099         \$6,45           Prior Year - 7/15/13         \$67,540,628         \$189,100         \$6,386,224,099         \$6,45           Prior Year - 7/15/13         \$67,540,628         \$189,100         \$6,386,224,099         \$6,45           Prior Year - 7/15/13         \$67,213,774         \$274,468         \$6,386,224,099         \$6,45           Percentage Increase Allowable   without Fixtures)         = \$6,386,224,099         \$6	Non-Residential New Construction (SE City Report) Current - 7/1/14	Sonstruction nt - 7/1/14	New Construction	Lesser Maintenance	Other Construction	Total New Construction
\$48,634,230       \$916,150       \$0	Commercial -	Authorizations	(\$1,224,431)	\$1,765,272	\$0	\$540,841
\$0       \$0       \$0         \$0       \$878,972       \$0         \$47,409,799       \$3,560,394       \$0         \$47,409,769         Prior Year         Secured RE & PP       Unsecured PP       Net Assessed Values         \$67,540,628       \$189,100       \$6,752,073,052       \$6         \$67,213,774       \$274,468       \$6,386,924,099       \$7         r Year       r Year       r Year       =         rowth / Total Roll Growth X 100       =       -	Industrial	Current	\$48,634,230	\$916,150	80	\$49,550,380
\$0	77	Authorizations	0\$	0\$	0S	.0\$
\$47,409,799       \$3,560,394       \$0         \$497,599,762         \$481,686,498         Prior Year         Secured RE & PP       Unsecured PP       Net Assessed Values         Exemptions       \$189,100       \$6,752,073,052         \$67,540,628       \$189,100       \$6,752,073,052         \$67,540,628       \$189,100       \$6,386,924,099         r Year       r Year         rowth / Total Roll Growth X 100       =		Current	0\$	\$878,972	80	\$878,972
S497,599,762	Total New Constructio		\$47,409,799	\$3,560,394	0\$	\$50,970,193
Prior Year           Secured RE & PP Exemption         Unsecured PP Exemption         Net Assessed Values           \$67,540,628         \$189,100         \$6,752,073,052           \$67,213,774         \$274,468         \$6,386,924,099           r Year         r Year           rowth / Total Roll Growth X 100         =	Add Fixtures (SV16 Re	port) Current - 7/17/14			\$497,599,762	
Prior Year           Secured RE & PP Exemption         Unsecured PP Exemption         Net Assessed Values           \$67,540,628         \$189,100         \$6,752,073,052         \$ \$67,213,774           \$67,213,774         \$274,468         \$6,386,924,099         \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Less Fixtures (SV16 Re	sport) Prior - 7/15/13			\$481,686,498	
Prior Year           Secured RE & PP         Unsecured PP         Net Assessed Values           \$exemptions         \$xemption         \$6,752,073,052           \$67,540,628         \$189,100         \$6,752,073,052           \$67,213,774         \$274,468         \$6,386,924,099           r Year           rowth / Total Roll Growth X 100         =	Net Fixtures Adjustmen	nt				\$15,913,264
Secured RE & PP         Unsecured PP         Net Assessed Values           Exemptions         Exemption         \$6752,073,052           \$67,540,628         \$189,100         \$6,752,073,052           \$67,213,774         \$274,468         \$6,386,924,099           r Year         r Year         =	Net Increase in New No	on-Res Construction fro	m Prior Year			\$66,883,457
\$67,540,628 \$189,100 \$6,752,073,052 \$67,213,774 \$274,468 \$6,386,924,099 r Year	City Total (SV 16 Report)		Secured RE & PP Exemptions	Unsecured PP Exemption	Net Assessed Values	Total Assessed Values
\$67,213,774 \$274,468 \$6,386,924,099  r Year rowth / Total Roll Growth X 100 =	Current Year - 7/17/14		\$67,540,628	\$189,100	\$6,752,073,052	\$6,819,802,780
r Year rowth / Total Roll Growth X 100 =	Prior Year - 7/15/13		\$67,213,774	\$274,468	\$6,386,924,099	\$6,454,412,341
rowth / Total Roll Growth X 100 =	Net Increase in Local A	ssessment Roll From P	-			\$365,390,439
	Percentage Increase Al	iowable = New Non-Res	Growth / Total Roll Gr	owth X 100		18.30%
	Percentage Increase Al	lowable (without Fixture	(Se			13.95%

250.00

AGENCY NO.

City of Santa Fe Springs

AGENCY

2014-2015

YEAR



FY 2015-16 Mid-Budget Cycle Revisions and Modifications

### RECOMMENDATION

That the City Council approve the proposed revenue, expenditure, and personnel adjustments as detailed in Attachments A through F.

### **BACKGROUND**

In June 2014, the City Council adopted a two-year budget for Fiscal Years 2014-15 and 2015-16. After enduring the challenges brought about by the "Great Recession" and the State's dissolution of redevelopment, the two-year budget was a welcome sign of a normalizing environment and steadier economic times for the City.

As the City approaches the two-year budget's midpoint, it is appropriate to adjust forecasted revenues, appropriation amounts, and budget assumptions based on year-to-date information available. As a result, Staff has been working closely with the two (2) Council Subcommittees in assessing the City's overall fiscal condition and formulating proper funding and operational actions and adjustments.

Following is a more detailed view of the City's fiscal position, with updated information regarding estimated revenue and expenditure amounts for the City's largest funds, the General and Water Utility Funds:

### **General Fund**

It is anticipated that the General Fund will end FY 2014-15 with a "net" surplus of \$774,100. This is \$86,700 higher than the \$687,400 anticipated earlier in the Midyear Budget Review. Likewise, FY 2015-16 is expected to yield a year-end surplus. It is expected to be \$186,100, or \$94,500 more than the \$91,600 projected in the Adopted Budget. (See Attachment A) In both years, the primary reason for the favorable change is revenues being greater than originally forecasted.

All available funds at year-end will be added to the General Fund reserves and work toward the City's 40% General Fund reserve objective as established by the City Council. The current reserve level of \$18.6 million calculates to approximately 33% of the City's General Fund operating expenditures.

Revenues (See Attachment B)

In July 2014, total General Fund revenues (not including Applied Revenues) were projected to be about \$44 Million. The revised budget forecast of \$45.5 million is about \$1,505,000 (3.4%) higher than originally estimated. The anticipated growth in Sales Tax (\$1.63 million), Property Tax (\$287,000), and Utility User's Tax (\$250,000)

Report Submitted By: Jose Gomez / Travis Hickey

Finance & Administrative Services

Date of Report: June 18, 2015

Revenue is partially offset by the recommended \$500,000 decrease in the Water Utility Lease payment to the City's General Fund. This is one of two recommended adjustments to the City's General Fund Revenues.

Given the adverse impact of the required water conservation efforts on the City's Water Utility revenues, it is recommended that the City Council provide a form of fiscal relief. Specifically, it is recommended (and included in the revenue summary) that the annual \$1.5 million Water Utility Lease Payment to the City's General Fund be reduced by \$500,000 to \$1 million for both FY 2014-15 and FY 2015-16. Correspondingly, this adjustment is also reflected as a savings under the Water Utility Fund section.

The second adjustment is due to the State's scheduled unwinding of the Triple-Flip scheme that was implemented ten years ago. Simply stated, for the City there are \$614,000 in true-up costs that the State recently made known as they performed a review of the Triple-Flip and the approximate \$55 million in City Sales Tax Revenue over the ten years that were subject to this Triple-Flip scheme. It would have been more ideal had the State made us aware of this adjustment last year when it could have offset a \$2.4 million favorable adjustment that was made also related to the Triple Flip.

Expenditures (See Attachment C)

Total budgeted expenditures and uses for FY 2015-16 were approximately \$43.92 million. The revised amount is \$44.94 million or \$1,020,900 greater than the Approved Budget Uses, with about \$863,000 (2.1%) more in departmental expenditures and \$158,000 more in non-recurring and vehicle purchases.

Noteworthy adjustments in the departments include the following:

- Increase in CalPERS pension costs \$294,000
- Decrease in OPEB (GASB 45) costs \$360,000
- Increase in Whittier Police Contract \$100,500 (approximately 2%)
- Increase in Code Enforcement contractual services \$80,000
- Increase in Code Enforcement environmental clean-up services \$10,000
- Decrease in Planning Building Permit Fees (applied revenues) \$300,000
- Decrease in Planning Zoning Fees (applied revenues) \$30,000
- Increase in Community Services Program Assistant Position \$112,000
- Increase new Health & Wellness activities & events \$13,000
- Increase NPDES activities & services- \$26,000
- Decrease in Engineering Fees (applied revenues) \$30,000

Report Submitted By: Jose Gomez / Travis Hickey
Finance & Administrative Services

Date of Report: June 18, 2015

In the Non-Recurring Expenditure component of the budget there are recommended budget adjustments related to items as follows:

- City Clerk Office Consulting/ Shelving Hardbound Ordinances \$20,000
- Replace Lobby Furniture at TCH \$7,000
- Rolling Dance Mirrors \$4,000
- Heritage Park Cafe Patio Furniture \$7,500
- Clarke Estate Office Furniture \$3,000
- Replace Children's napping mats \$1,500
- Technology Package for Child Care \$3,000
- 10' X 6' Tuff Shed \$2,500
- Notebooks (2) & Laptops (21) for Literacy \$40,900

### Water Utility Fund (See Attachment D)

There are several recommended budget changes for the Water Utility Fund. As discussed previously, State-required conservation efforts as well as the increasing cost of pumping and purchasing wholesale water will continue to take their toll on the City's water utility revenues and expenses.

Revenues (mostly water sales) are anticipated to be \$12.3 million, or \$750,000 (5.7%) lower than the \$13.05 million anticipated. Again, this is the anticipated result of needed and appropriate water conservation efforts. Expenditures are expected to be to be about \$348,000 (2.5%) higher than the adopted \$13.69 million in uses. While less water is expected to be needed, the cost of the water included in the City's projected uses amounts has risen significantly. Additionally, the budget includes "set-aside" amounts for future water-related CIPs (\$1.2 million) and the replacement of equipment and vehicles (\$250,000). If both amounts are funded, the Water Utility Fund would end the year with a deficit of approximately \$1.235 million.

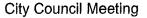
As the Council is aware, Staff is currently working with a Council Subcommittee in assessing the City's water rate structure and consideration of necessary changes going forward. Future recommendations from the Subcommittee will be presented to the Council.

### Proposed Organizational/Staffing Changes (See Attachment E)

Organizationally, Staff has been conducting an ongoing assessment to determine the right level and mix of resources necessary to meet the needs of the community. After the dramatic cuts made in the aftermath of the State's dissolution of redevelopment, it was evident that the then-current staffing model was not sustainable. After some careful analysis it has been determined that there are a number of staffing areas that need to be addressed at this time through reorganizational changes and/ or personal

Report Submitted By: Jose Gomez / Travis Hickey

Finance & Administrative Services



June 25, 2015

modifications. Attachment E provides a detailed listing of those changes and the cost associated with each of them. Also, enclosed is Attachment F which formally incorporates the proposed changes into the City's Salary Tables. It incorporates the 1.25% pay increase for part-time (benefitted and non-benefitted) employees as approved by the City Council last year.

### **FUTURE OUTLOOK CONCERNS**

As discussed on previous occasions, there are items of concern when looking to meet the organization's ongoing needs. The most significant is the growth in CalPERS' pension contribution rates for all full-time personnel. While all full-time employees now pay all of the employee equivalent contribution rates (Safety 9% and Miscellaneous 8%), employer rates are likely to continue increasing significantly through 2020. There are a number of reasons for this including a smaller City workforce, investment losses, a lower investment discount rate, and adopted changes in mortality assumptions.

### **LOOKING AHEAD**

The Five-Year Outlook (included in another agenda item) is the City's first formal attempt to construct a longer-term financial picture beyond the current budget cycle. It incorporates various known factors and conservative assumptions that create a framework for current decisions to be made. It is anticipated that the structural and operational changes implemented in recent years better positions the City well into the future. Nevertheless, Staff will continue exploring a variety of options to better serve the community.

Thaddeus McCormack
City Manager

### Attachments:

A - FY 2015-16 General Fund - Sources and Uses Summary

B – FY 2015-16 Revenue Adjustments

C – FY 2015-16 Department Expenditure Summaries

D - FY 2015-16 Water Utility - Sources and Uses Summary

E – Recommended Personnel/Staffing Modifications

F – Employee Salary Tables

### Attachment A

	Fiscal Year 2015-16 Revised Budget - Sources and Uses	t - Sources a	
	Final Estimate FY 2014-15	Adopted Budget FY 2015-16	Revised Budget FY 2015-16
Sources Estimated General Revenues \$ 44,	\$ 44,945,000	\$ 44,009,000	\$ 45,514,000
<b>Uses</b> Department Expenditures	39,817,100	41,517,400	42,380,300
Non-Recurring Expenditures	699,800	ı	137,000
Vehicle Acquisition / Replacement	90,000	ı	21,000
Fund Transfers:			
Capital Improvement Program 2,	2,800,000	2,400,000	2,400,000
PERS Stabilization - Future Rates	100,000	ı	ı
Insurance Stabilization	50,000	1	ı
Total Uses 43,	43,556,900	43,917,400	44,938,300
Gross Surplus / (Deficit)	1,388,100	\$ 91,600	\$ 575,700
Adjustments: FY 2014-15 Triple Flip Adjustment Proposed Personnel / Staffing Modifications	(614,000)	1 1	- (009'68£)
Subtotal (	(614,000)	1	(389,600)
Adjusted Surplus / (Deficit)	774,100	\$ 91,600	\$ 186,100

# FY 2015-16 Revised Budget - Revenue Adjustments

Account Number	Revenue Source	Actual FY 2013-14	Adopted Budget FY 2014-15	Midyear Budget FY 2014-15	Final Estimate FY 2014-15	Adopted Budget FY 2015-16	Revised Budget FY 2015-16	Increase / (Decrease) FY 2015-16
General Fund	Fund							
0110	<u>Taxes</u> Property	\$ 2.313.976	\$ 2,080,000	\$ 2,080,000 \$	2,350,000 \$	2,110,000	\$ 2,397,000	\$ 287,000
0145	Property - Pass Thru to City			1,060,000	1,450,000	1,100,000	930,000	(170,000)
0155	Utility User's Tax (UUT)	6,634,353	6,400,000	6,550,000	6,700,000	6,500,000	6,750,000	250,000
0160	Sales & Use	26,096,478	25,200,000	25,700,000	26,500,000	25,800,000	27,433,000	1,633,000
0165	I ransient Occupancy	7.16,913	7.4,000	7 668 000	120,000 2 685 000	721,000	2 725 000	6,000 4 000
0175	Francisco Business Operations	768.575	782,000	782,000	760,000	790,000	760,000	(30,000)
0180	Property Transfer	149,551	140,000	135,000	127,000	140,000	127,000	(13,000)
0185	Oil Well	154,010	135,000	154,000	154,000	135,000	154,000	19,000
0186	Barrel	299,356	400,000	400,000	420,000	400,000	420,000	20,000
	Subtotal	40,326,901	38,979,000	39,649,000	41,266,000	39,810,000	41,816,000	2,006,000
	Use of Money & Property							
0410	Interest Earnings	86,280	91,000	91,000	40,000	88,000	55,000	(33,000)
0420	Rentals 	112,586	112,000	112,000	112,000	114,000	114,000	- 000
0430	Ground Lease	00/,/04	000,700	967,000	000,780	000,100	/ 10,000	45,000
	Subtotal	866,630	870,000	870,000	839,000	869,000	879,000	10,000
0530	State Subventions Vehicle In Lieu Taxes	1,595,953	1,636,000	1,636,000	1,685,000	1,668,000	1,719,000	51,000
	Subtotal	1,595,953	1,636,000	1,636,000	1,685,000	1,668,000	1,719,000	51,000
OBBO	Other	738 671	159 000	159 000	155 000	162 000	100 000	(62,000)
0850	Water Utility Lease Payment	1,500,000	1,500,000	1,500,000	1,000,000	1,500,000	1,000,000	(500,000)
	Subtotal	2,238,671	1,659,000	1,659,000	1,155,000	1,662,000	1,100,000	(562,000)
	Total General Fund	\$ 45,028,155	\$ 43,144,000	\$ 43,814,000 \$	44,945,000	\$ 44,009,000	\$ 45,514,000	\$ 1,505,000

### Attachment C

# DEPARTMENT EXPENDITURE SUMMARIES

		FY 2015 Summ	-16 ary I	FY 2015-16 Revised Budget Summary By Department	udg	t et				
Activity Name	<u>[</u>	Actual FY 2013-14		Mid-Year Budget FY 2014-15	- [	Final Estimate FY 2014-15		Adopted Budget FY 2015-16		Revised Budget FY 2015-16
Operating Expenditures General Government Finance and Administrative Services Police Services Fire-Rescue Planning and Community Development Public Works Engineering	↔	2,313,904 981,167 9,121,103 13,777,150 (685,433)	↔	2,700,800 798,600 9,665,000 15,123,900 60,300	₩	2,658,000 1,096,000 9,814,500 15,243,400 222,700	$\boldsymbol{\omega}$	2,830,800 694,200 9,859,000 16,218,900 93,900 645,300	↔	2,791,000 701,100 10,169,900 16,351,100 459,800
Maintenance Community Services Parks and Recreation Services Library and Cultural Services Family and Human Services	<u>ь</u>	5,668,434 1,609,518 1,428,896 1,164,782 35,807,317	சு	6,035,300 1,841,200 1,482,000 1,454,500	φ	5,845,900 1,794,700 1,375,300 1,495,700	ம	6,214,500 1,899,100 1,539,100 1,522,600	ச	6,196,200 1,816,000 1,520,400 1,597,800

## WATER UTILITY

# SOURCES AND USES OF FUNDS

Fiscal \	Year 2014-15 Final Estimate & FY 2015-16 Revised Budget	imate & FY 2015-16 R	evised Budget	
Activity Name	Approved Budget FY 2014-15	Final Estimate FY 2014-15	Approved Budget FY 2015-16	Revised Budget FY 2015-16
Sources Estimated General Revenues	13,050,000	12,685,400	13,050,000	12,300,000
Uses Department Expenditures Capital Improvement Projects Equipment Replacement	10,324,200 1,200,000 250,000 1,691,900	10,457,800 1,200,000 250,000 1,691,900	10,544,800 1,200,000 250,000 1,693,100	10,892,500 1,200,000 250,000 1,693,10 <u>0</u>
Total Uses	13,466,100	13,599,700	13,687,900	14,035,600
Gross Surplus / (Deficit)	\$ (416,100)	\$ (914,300)	\$ (637,900)	(1,735,600)
Adjustments: Recommended Decrease in Water Lease Payment to General Fund		500,000	•	200,000
Adjusted Surplus / (Deficit)	(416,100)	(414,300)	(637,900)	(1,235,600)

			Attachment E
Recommended Perso		nnel / Staffing Modifications	
ON MHTI	DEPT	PROPOSED CHANGE	COST
_	CITY MANAGER	ELIMINATE FULL TIME (FT) HUMAN RESOURCES (HR) MANAGER POSITION	\$ (211,400)
2	CITY MANAGER	CREATE ONE (1) FT HR ANALYST POSITION	104,700
ო	CITY MANAGER	UPGRADE CURRENT FT HR ANALYST POSITION TO SENIOR HR ANALYST	11,700
4	CITY MANAGER	CREATE ONE (1) PART TIME (PT) INTERN POSITION	15,500
5	FINANCE	CREATE ONE (1) FT DIRECTOR OF FISCAL SERVICES POSITION	27,900
မ	FINANCE	CREATE ONE (1) FT ACCOUNTING MANAGER POSITION	134,400
7	FINANCE	UPGRADE CURRENT FT FINANCE PROGRAM ASSISTANT POSITION TO FINANCE ACCOUNT CLERK SUPERVISOR	24,800
ω	POLICE	ELIMINATE 3 PT PSO APPRENTICE POSITIONS AND CREATE 3 PT PSO POSITIONS AT A HIGHER RANGE	37,000
თ	POLICE	ELIMINATE ONE (1) FT PSO POSITION AND CREATE ONE (1) NEW FT PSO SUPERVISOR POSITION	13,100
10	CS - FHS	CREATE ONE (1) MANAGER OF FAMILY AND HUMAN SERVICES POSITION	138,100
7	CS - FHS	UPGRADE ONE PT-BENEFITTED TEACHER III POSITION TO PT-BENEFITTED HEAD TEACHER	2,900
12	CS - PRS	CREATE ONE(1) FT ADMIN CLERK I POSITION	67,000
6	SP-SO	ADD ONE (1) PT LIBRARY INFO DESK ASSISTANT POSITION - 520 HOURS	008'6
14	S7-S3	ADD ONE (1) PT LIBRARY SERVICES AIDE POSITION - 1,040 HOURS	11,600
		TOTAL:	\$ 389,600

CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

EFFECTIVE DATE: JUNE 29, 2015 REVISED: JUNE 29, 2015

ANNUAL	2080.00	2080.00	2080.00	2080.00	2080.00	2080.00	2080.00	2 0 8 0 0 0	2912.00
HOURLY			88.863	69.264 73.0264 77.093 81.333 85.810	61.363 64.740 68.306 72.067 76.029	596.792 63.208 66.686 70.386	466.935 49.519 52.519 55.1245 78.119	63. 66. 70. 70. 70. 70. 70. 80. 80. 80.	·
PHYSICAL BI-WEEKLY			7109.017	5541.150 5845.812 6167.504 6506.700 6864.819	4909.119 5173.246 5464.512 5765.388 6082.388	4543.431 5053.215 5056.719 5334.888 5627.723	3754.812 3964.812 4179.635 4409.550 4652.238	5060.031 5338.200 5631.981 5941.846 6268.742	
MONTHLY			15403.000	12005.825 12365.925 14097.850 14873.775	10636.425 11221.700 11839.775 12491.675 13178.425	9844.100 10385.300 10956.225 11558.925 12193.400	8 135 . 4 25 8 8 3 3 3 5 0 9 0 5 5 . 8 4 5 0 0 7 9 . 8 5 0 1 0 0 7 9 . 8 5 0	10963.400 11566.100 12202.655 12874.000 13582.275	•
S E E E E			. A- 1	4 8 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4 4 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4 B C C B 1 1 1 1 1 4 C C 4 C	4 B C C B	4 0 0 0 E	. ·
HOURLY	5.601	92.250	79.832	655. 65. 65. 65. 65. 73. 65. 74. 81. 33. 84. 33. 84.	58.159 61.364 64.741 68.306	66 66 66 66 66 66 66 66 66 66 66 66 66	4 4 4 4 7 7 7 4 4 6 7 7 7 7 7 7 7 7 7 7	59.951 63.250 66.728 70.400 74.273	337.817 413.726 43.726
NON-PHYS BI-WEEKLY	448.080	7380.000	6386.538	5252.573 5541.150 5845.812 6167.504 6506.700	4652.712 4909.119 5179.246 5464.512 5765.388	430641945534566.419431550566.719	3558.958 3754.958 3961.546 4178.688	5 7 9 6 6	4235.458 4449.288 4674.000 4901.077 5147.550
MONTHLY	970.840		13837.500	11380.575 12665.925 13362.925 14097.850	10080.875 10636.425 11221.700 11839.775	9330.575 9844.100 10385.300 10956.225 11558.925	7711.075 8135.425 8583.350 9053.825	10391.450 10963.400 11566.100 12202.625 12874.000	9176.825 9640.125 10127.000 10619.000
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. GITHE GOD	OUN	CITY ATTORNEY	CITY MANAGER	ASST CMGR/DIR OF FIN	FIRE CHIEF	DIR COMMUNITY SVCS	DIR POLICE SERVICES DIR PLANNING	DIR PUBLIC WORKS	DIVISION CHIEF
CLASS	. 0	00810.	01400	01600	01700	0 2 4 0 0	0270002710	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	000000000000000000000000000000000000000

# CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

EFFECTIVE DATE: JUNE 29, 2015 REVISED: JUNE 29, 2015

ANNUAL HOURS	2080.	2080.00	2080.00	2080.00	2080.00
HOURLY	4 4 9 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	46.929 49.507 55.233 55.107 129	40.548 42.783 45.137 · 50.240	42.701 45.048 47.526 50.140 52.895	40.551 42.137 45.137 47.620 50.240
PHYSICAL BI-WEEKLY	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	3754.338 3960.600 4178.600 4408.608	3 2 2 4 3 3 4 2 4 2 3 3 4 4 2 2 2 3 3 4 4 2 2 2 3 3 4 3 4	3416.088 3603.900 3802.119 4011.219 4231.673	3244.125.3422.3023610.961
MONTHLY	8581.300 9052.800 9551.975 10075.750	8134.400 8581.300 9053.825. 9551.975	7028,425 7415.875 7823.825 8254.325 8708.400	7401.525 7808.450 8237.925 8690.975 9168.625	7028.938 7414.988 7823.748 8254.135 8708.313
STEP	4 Ш О О Б  	 ЧИООВ 11111 ЧИОЧТ	4 4 0 0 A 	4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	成因ひ口因 
HOURLY	4 4 U U U  0 U U U U  0 U U U U  0 U U U U  1 U  0 U U U U  1 U  0 U U U  1 U  1	4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	38.438.440.549.45.137.447.621.37	40.47842.701445.04945.049	38.438 40.549 42.784 45.1337
NON-PHYS BI-WEEKLY	3754.338 3960.600 4178.688 4408.604 650.346	3558.958 3754.338 3960.600 4178.688 4408.604	3075.000 3243.888. 3422.712 3610.996	3238.212 3416.088 3603.900 3802.119	3075.000 3243.888 3422.712 3610.996
MONTHLY	8134.400 8581.300 9053.825. 9551.975	7711.075 8134.400 8581.300 9053.825 9551.975	6662.500 7028.425 7415.875 7823.825 8254.325	. 7016.125 . 7401.525 7808.450 8237.925 8690.975	6662.500 7028.425 7415.875 7823.825 8254.325
3 3 4 4 5 7 7 8 7	<b>本田CDE</b> 	4 H D D H  	4 W O O W 1   1   1 1 O W 4 W	4 M D D M	4 М О О В 1 1 1 1 1 1 4 С В 4 С
JOB TITLE	DIR TECHNOLOGY SVC M DIR FISCAL SERVICES	HUMAN RESOURCE MGR	DIR PURCHASING SVCS	ASST DIR FIN&ADM SVC	LIBRARY SVCS DIV DIR PARK & REC SVCS MGR FAM & HUMAN SVCS MGR
CLASS	03900 03910 03910	0 2 0 0 0	0 0 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	. 00 22 00 0	08540 08550 08550

CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

EFFECTIVE DATE: JUNE 29, 2015 REVISED:

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ANNUAL	2080.00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	9 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	2080.00	. 2080. 00	2080	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
HOURLY	4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			38.230 40.353 42.624 447.995
PHYSICAL BI-WEEKLY	3 3 3 3 3 3 3 3 4 4 5 4 5 4 7 7 1 7 7 3 8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	4278.981 4513.627 4761.992 5024.077 5300.354		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8			3 0 5 8 . 2 4 4 2 2 4 4 4 2 2 4 4 4 2 8 . 2 4 4 4 2 8 . 2 4 4 4 2 8 8 9 . 6 4 4 2 8 4 2 4 4 2 8 4 4 2 8 4 4 2 8 4 4 2 8 4 4 4 4
MONTHLY	7877.125 8310.700 8768.875 9252.675 9762.100	9271.125 9779.525 10317.650 10885.500 11484.100		7339.000 7742.850 8168.225 8617.175 9091.120 9591.130 10118.640			66 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
STEP	цаυп 1 1 1 1 1 1 α α 4 π	КВООН 11111			·		4 8 0 0 B 
HOURLY	4 4 5 5 6 7 4 4 4 5 5 6 7 9 4 4 5 5 6 6 6 6 6 7 8 1 8 1 8 1 8 1 8 1 8 1 8 1 8 1 8 1 8	50.402 53.480 56.480 59.525 62.801	200 31. 31. 33. 34. 36. 837 844	444440000 02470200 1 12017400 047044400 0044020	4 4 5 4 5 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5	44 43	3 8 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
NON-PHYS BI-WEEKLY	3445.892 3635.596 3835.708 4047.173 4270.465	4056.162 4278.981 4513.627 4761.992 5024.077	3442.108 3624.296 3823.408 4021.627 4241.135	3210.773 3387.773 3573.623 3769.950 4195.962 4426.675	3635.596 3828.612 4031.088 4244.446 4470.577	3275.112 3449.204 3630.865 3823.408 4026.831	2900.908 3061.281 3233.008 3416.088
MONTHLY	7466.100 7877.125 8310.700 8768.875 9252.675	8788.350 9271.125 9779.525 10317.650	7457.900 7850.475 8284.050 8713.525 9189.125	6956.675 7339.000 7742.850 8168.225 8617.175 9091.120 9591.130	7877.125 8295.325 8734.025 9196.300	7096.075 7473.275 7866.875 8284.800	6285.300 6632.775 7004.850 7401.525
STEP	Н В С С С С С С С С С С С С С С С С С С	4 B O O B	4 M D D M 1 1 1 1 1	4. 因じ口 घ 舌 G H 	4. B O O B 1 1 1 1 1 1 1 0 6 4 0	<b>ЧШООВ</b> 	4 Μ Ω΄ Ό Μ 
. JOB TITLE	DEPUTY FIRE MARSHALL	DEP DIR ENVIRON SVCS	FIRE CAPTAIN	MUNICIPAL SVCS MGR	ENVR PROTEC SPEC/CPE	ENVR. PROTECT SPEC	ASSOC CIVIL ENGINEER
CLASS	12600	12700	12800	12900	13000	13100	13200

西 44 - · ·	ANNUAL	2080.00	2080.00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	. 00 . 00 . 00	8 · · · · · · · · · · · · · · · · · · ·	2080.00	2080.
EDVA	HOURLY	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	4 0 1 2 7 7 2 1 2 2 7 2 4 4 4 5 6 5 3 4 4 7 1 1 1 9 9 1 1 1 7 1 1 1 9 1 1 1 1 1 1	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	3 8 8 4 4 8 8 9 4 4 9 9 9 9 9 9 9 9 9 9 9		36.196 38.159 40.245 42.440 44.753	3 5 7
	PHYSICAL BI-WEEKLY	3215.504 3392.435 3578.827 3775.627 3983.308	3210.239 3386.802 3573.802 3769.596	229447 329900 329900 32998 32998 33999 40010 4009 4009 4010 4009 4009 4009	2916.219 3076.219 3246.121 3424.299 3612.458		2895.704 3055.7064 32119.765 3395.273 3580.243	2811.496 2961.935 3119.469 3287.412 3464.342
	MONTHLY	6966. 7350.275 7754.125 8180.525 8630.505	6955.518 7338.665 7741.665 8167.457	88 88 88 88 88 88 88 88 88 88 88 88 88	6318.474 6665.696 7033.263 7419.314 7826.992		6274.025 6614.325 6976.150 7356.425	6091.575 6417.525 6758.850 7122.725
	STED	4.0000 11111 . 40040	4 H D D H 	ф О О О Б Б В Б Б Г Г Г Г Г Г Г Г Г Г Г Г Г Г Г	4 A C D E 1 1 1 1 1 1 2 2 4 R	·	4 A O O B 1 1 1 1 1 1 2 4 4 B	4 B O O B 
ANTA FE SPRING PABLES BY CLASS	HOURLY	38.100 40.100 42.400 44.735 47.105	88. 40. 44. 42. 44. 44. 44. 44. 44. 44. 44. 44	3 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	3 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	25.674 27.674 28.473 29.903 1.489	34.328 36.1328 38.1196 40.247	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
CITY OF SAI SALARY TAI	NON-PHYS BI-WEEKLY	3048.035 3215.504 3392.435 3578.827 3775.627	3042.881 3210.239 3386.802 3573.002	2600 27473.815 29007.815 30058.442 34233.008 3411.408 3811.669	2764.494 2916.219 3076.429 3246.121 3424.299	2955.312 3110.008 3277.477 3442.108 3624.715	2746.212 2895.704 3052.765 3219.765	2668.627 2811.496 2961.935 3119.469
	MONTHLY	6604.075 6966.925 7350.275 7754.125 8180.525	6592.908 69592.908 7338.518 7741.665 8167.457	55 641.600 6285.1.600 6285.300 6626.625 7004.850 7328.200 7328.200 7328.200 7328.200 7428.200 7428.200	5989.736 6318.474 6665.596 7033.263 7419.314	6403.175 6738.350 7101.200 7457.900	5950.125 6274.025 6614.325 6976.150 7356.425	5782.025 6091.575 6417.525 6758.850 7122.725
	연 표 다 오	<b>ЦВООВ</b> 11111 10040	Ч й О О В 1 1 1 1 1 1 2 2 4 2	ц д О О В Р В Н 	4 W D D H	4 B D D B 1 1 1 1 1 1 2 2 4 2	4 α Ο Ο Ε  	4 4 0 0 0 0 
DATE: JUNE 29, 2015 JUNE 29, 2015	JOB TITLE	UTILITY SVCS MANAGER	ACCOUNTING MANAGER	ST & GRNDS MTC SUPT TRAF & ST LITE SUPT	CHLDREN'S SVCS ADM E	FIRE ENGINEER	SENIOR PLANNER	CITY CLERK
EFFECTIVE REVISED:	CLASS	13300	13400	13673	13700	13810	13910	14100

A FE SPRINGS.	ES BY CLASS
SANTA	TABLE
CITY OF	SALARY

ANNUAL HOURS	2080.00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2080.00	2080.00	2080.	7 0 8 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2080.00
HOURLY	32.91.7 36.727 36.637 38.652 40.778	30.3 31.968 33.777 35.652 652	31.288 33.003 34.818 36.734	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		29.159
PHYSICAL BI-WEEKLY	2633.376 2778.212 2931.013 3092.220 3262.291.	2428.304 2557.450 2702.215 2852.181 3010.662	2503.050 2640.242 2785.477 2938.754 3100.546	2466.150 2601.923 2744.792 2895.704 3054:658	2426.412 2562.185 2706.185 2852.181 3010.662 3360.738 3545.712		2332.742
MONTHLY	5 7 7 0 5 7 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	5261.325 5541.150 5854.800 6179.725 6523.100	5423.275 5720.525 6035.200 6367.300 6717.850	5343.325 5637.500 5947.050 6274.055 618.425	5551.400 5851.400 6864.025 6179.725 6523.100 7284.650 7682.375		5054.275
SHE	4 B C C E 1 1 1 1 1 1 4 8 6 4 5	4 E C C E E E E E E E E E E E E E E E E	4 E C C E E E E E E E E E E E E E E E E	А Н В В В В В В В В В В В В В В В В В В	4 A C C A F G A - 1 1 1 1 1 1 1 1 - 1 2 6 4 5 6 7 8		A- 1
HOURLY	31.201 32.911 34.728 36.638 653	28.73 30.33 32.027 33.831 35.6831	2 2 2 3 3 1	2 2 2 2 3 3 2 5 2 5 2 5 2 5 2 5 5 5 5 5		31.761 33.429 35.179 37.024 38.970	27.681
NON-PHYS BI-WEEKLY	24,96.091 2633.376 2778.212 2931.013	24302 24502 25602 25602 2706 285 285 385 385 385 385 385 385 385 385 385 3	23372.481 25503.050 2640.242 2785.477 2938.754	2337.473 2466.1150 2601.923 2744.792	22 2 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	2540.896 2674.304 2814.335 2961.935 3117.577	2214.473
MONTHLY	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	5140.375 5423.275 5720.5275 6035.220 6367.300	5064.525 5343.325 5637.500 5947.050 6274.050	55555555555555555555555555555555555555	5505.275 5794.325 6097.725 6417.525 6754.750	4798.025
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SITIT GOD	SENIOR HR ANALYST	ACCOUNTANT	CIVIL ENGR ASST I	CIVIL ENGR TECH II	FLEET SEC SUPERVISOR WATER UTLITY SEC SUPV ST & GRNDS MTC SUPV FACILITY SEC SUPV COMPUTER SPECIST III LIBRARÍAN II	FIRE PROTECT INSP I	CODE ENFORCMT INSP I
CLASS	14200	14300	14400	14620	14705 14705 14721 14721 14723 14740	14800	14910

CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

EFFECTIVE DATE: JUNE 29, 2015 REVISED: - JUNE 29, 2015

ANNUAL	2080.00	2080.00	. 00.080.	9 8 0 0 0	9 8 7 9 9	9 0 7 8 6 7 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
HOURLY	. 23 23 23 23 24 26 25 25 25 25 25 25 25 25 25 25 25 25 25	2 8 8 8 4 9 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9				·
PHYSICAL BI-WEEKLY	2332.742 2458.108 2603.815 2747.158 2895.704	2608.073 2749.523 2899.952 3058.442 3254.965				
MONTHLY	5054.275 5325.900 5641.600 5952.175 6274.025	56 65 55 65 65 65 65 65 65 65 65 65 65 6			· ·	
STEP	4 4 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4 B O O B 1 1 1 1 1 4 0 6 4 0				
нопятх	22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	3 3 4 . 3 5 7 7 3 8 8 8 9 8 9 8 9 8 9 8 9 9 9 9 9 9 9 9	33.761 33.461 35.100 37.024 38.970	2 2 2 2 2 2 2 2 3 4 4 4 4 4 4 4 4 4 4 4	22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	12 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
NON-PHYS BI-WEEKLY	2332. 473 2332. 473 2465. 204 2603. 815 247. 158	2474.192 2648.103 2749.523 2899.962 3058.462	2540.896 2674.304 2814.335 2961.935 3117.577	22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	25 8 9 2 1 1 0 4 4 2 5 8 9 2 2 8 8 9 2 2 8 9 9 2 2 8 9 9 2 2 8 9 9 9 9
MONTHLY	4798.025 5054.275 5341.275 5641.600 5952.175	5360.750 5650.825 5957.300 6283.250 6626.625	5505.275 5794.325 6097.725 6417.725 6754.750	6034.175 6244.300 6451.300 6660.4350 6866.475 7286.725 7286.725 7494.800 7410.9825	59118 .350 69118 .350 69112 .950 6509 .775 6705 .550 6705 .550 7104 .275	5.421.225 5.6091.225 6.037.225 6.169.445 6.387.050 6.387.050 6.384.050 6.918.750
S E E	Ч Ф С О Б 1 1 1 1 1 Ч С С Ф Ф Г	КВООН 	4 B D D B 1 1 1 1 1 1 2 2 4 2	4 H D D D F H P P P P P P P P P P P P P P P P P P	4 G C C G F G H H P F F F F F F F F F F F F F F F F F	4 H D D D D D D D D D D D D D D D D D D
JOB TITLE	ELECTRICIAN P/W INSPECTOR I MECHANIC II	LIBRARIAN III COMMUNITY SVCS SUPVR	ENVIR PROTECT INSP I	FF/PARA II	FF/PARA I	FF/PARA TRAINEE
CLASS	14 4 9 2 0 4 1 1 4 4 9 2 0 0 8 0 8 0	Н	15110	15200		15400

CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

	ANNUAL	2080.00					2080.00				,	2080.00		,					2080.00					2080.00					2992.86	! ! !								•	
	HOURLY	9.00	33.310	5.14	7.07		27.692	9.77 T C	  	4.30		1.50	3.23	35.072	7.00	9.03	3.30		F (	7	സ	3.77		6.65	28.118	9 6	4.0	i										•	
	PHYSICAL BI-WEEKLY	394.24	2526.231	811.49	965.71		215.41	337.47	2466.150	5 C T C C C C C C C C C C C C C C C C C	, ,	720.08	659.16	2805.819	960.04	122:78	464.34		182.30	301.99	2426.412	702.21		, c c L	2249.481	37,2.95	503.99	04.1.0								-			
	MONTHLY	187.52	5473.500	773.82	425.72		800.07	064.52	5343.325	637.50	947.05		460.17 761 52	070 070	413.42	766.02	506.07		728.32	987.65	5257.225	552.42 054 80	) ; ; ;	4	4619.6/5	1,41.40	425.32	722.57											
ω	S T T T		1	ı	ゴ III 4 で		t	ŀ	C- 3	ı	ı			1	ı	1 1	Y-25		ı	ı	G - B	t	1		- A t	: 1	ı	t											
TA FE SPRING LES BY CLASS	HOURLY	, ,	9.0	1.57	33.311 35.144	: : :	ر 1		29.218	0.82	2.52		9.86	1.50	3.24		41,000		رب م	2.27	28.775	0.33	2.03		ις.		9 . 6	1.30		0.60	21.317	20.02	4	4.44	8 8	5.59	6.29	7.01	
CITY OF SANTZ SALARY TABLI	SZHG-NON SZHG-NON		269.35 394.24	526.23	2664.842	74.418	(	099.98	27.5	466.15	01.92	٠	389.51	520.08	659.16	805.81	2960.042	7 4 - 7 8 7		7 6 8 . 7 6	2301.992	426.41	562.65		021.45	132.15	747.40	2503.996		372.00	2453.850	535.69	518.00	00.000	T 7 - T 8 /	80 0 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	027.27	00.0	
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CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

2015

JUNE

DATE:

EFFECTIVE REVISED:

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E DATE: JUNE 29, 2015 JUNE 29, 2015	JOB TITLE	HUMAN SVCS CS WKR I	ACCOUNT CLERK III BUS DRIVER III	ACCOUNT CLERK III C	TRAF & LITE TECH I FACILITY SPECIALIST TREE WORKER SPCIALST	WATER UTILITY WORKER COMM SVCS SPECIALIST HEAD TEACHER	ACCOUNT CLERK II MAINTENANCE WORKER BLDG PERMIT CLERK II PROG ASST/CMO PROGRAM ASSIST PLAN	RECREATION SPECTALIS
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## CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

EFFECTIVE DATE: JUNE 29, 2015 REVISED:

CLASS

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CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

EFFECTIVE DATE: JUNE 29, 2015 REVISED:

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### CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

BFFECTIVE DATE: JUNE 29, 2015 REVISED: JUNE 29, 2015

CLASS . 57000

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### CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

EFFECTIVE DATE: JUNE 29, 2015 . REVISED:

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CITY OF SANTA FE SPRINGS SALARY TABLES BY CLASS

BFFECTIVE DATE: JUNE 29, 2015 REVISED:

ANNUAL HOURS HOURLY PHYSICAL BI-WEEKLY. MONTHLY STEP 10.717 11.306 11.927 12.581 16.270 17.162 18.107 19.103 20.153 11.810 12.402 13.021 13.675 17.013 17.950 18.936 19.979 21.077 11.256 11.819 12.402 13.033 11.652 12.831 17.162 19.103 HOURLY NON-PHYS BI-WEEKLY MONTHLY STEP 4 2 4 10 4 N A A C D A 1 L H 4 8 0 0 8 4 M C D M р Б Б В. В. B P 4 B PUB WORKS AIDE II N WAREHOUSE ASSISTANT CHILD CARE TEACH I N HERITAGE PK RANGER N PSO APPRENTICE N INSTR LIFEGUARD II N FINANCE OFFICE AIDE WAREHOUSE ASSISTANT COMM SVCS LEAD II N INSTR LIFEGUARD I N LIB INFO DESK ASST JOB TITLE 74300 74310 72530 72540 72560 72600 73000 73100 CLASS 72300 72400

ANNUAL HOURS

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CITY OF SANTA SALARY TABLES	NON-PHYS BI-WEEKLY							
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E DATE: JUNE 29, 2015 JUNE 29, 2015	JOB TITLE	LIBRARY SVCS AIDE N	CLD CARE AST TEACH N C/C ASST TEACH SUB N	COMM SVCS LEAD I N	PUBLIC WORKS AIDE NO OFFICE AIDE NA AQUATICS AIDE NC COMM SVC FACILITY WK FOOD SERVICE AIDE N	LITERACY ASSISTANT N COMPUTER TECHNICIAN	REC INSTRUCTOR	TEMP-ACCT CLERK III TEMP-NEW BUS INSP SP
EFFECTIVE REVISED:	CLASS	74560	7500075010	75400	7	78000	7 8 0 0	79901

City of Santa Fe Springs

City Council Meeting

June 25, 2015

**NEW BUSINESS** 

Review of City's Five-Year Financial Outlook of General Fund Revenues and Expenditures – Fiscal Years 2015-16 to 2019-20

## RECOMMENDATION

That the City Council receive and file this item.

## BACKGROUND

Historically, the City (and California cities in general) has taken a fairly near-term view of its fiscal outlook. Typically, this is reflected in a one- or two-year budget cycle. Over the past seven years, the City has experienced numerous events that have significantly impacted the City's financial picture, and consequently, the City's ability to deliver services to its citizens. Fortunately, the City was able to weather the storm and emerge from these experiences financially healthy and positioned to continue to deliver a high level of service to the Community.

In order to better plan for the future and the inevitable next downturn in the economy, staff is recommending the adoption of a Five-Year Financial Forecast. The development of a financial forecast as part of the budget development process is identified as a best practice by the Government Officers Finance Association (GFOA). GFOA recognizes a financial forecast as a "fiscal management tool that presents estimated information based on past, current, and projected financial conditions. This will help identify future revenue and expenditure trends that may have an immediate or long-term influence on government policies, strategic goals, or community services."

In that this forecast is our first attempt at the process, it should be considered a "work in progress." The attached FY 2015-16 through FY 2019-20 Five-Year Financial Forecast at a minimum will hopefully inform the Council and community of the City's current and projected fiscal status as the City enters the second year of the FY 2014-16 Biennial Budget. It is our intention to update the forecast every six months to reflect known and potential factors that will have an impact on the City's financial position. This tool allows Council to understand the level to which revenues can adequately cover new and/or ongoing initiatives, or, more critically, to make course corrections if necessary to avoid or better navigate through future fiscal crises.

Staff is prepared to give a presentation on the details of this forecast.

Thaddeus McCormack

City Manager

Attachments:

FY 2015-16 to FY 2019-20 Financial Forecast

Report Submitted By: Jose Gomez

Finance & Administrative Services

Date of Report: June 18, 2015

\$ (2,009,700)	\$ (1,725,200)	<b>\$</b> (1,329,300)	\$ (560,400)	\$ 186,100	\$ 91,600	\$ 774,100	Adjusted Surplus / (Deficit)
(473,700)	(451,100)	(429,600)	(409,100)	(389,600)	ı	(614,000)	Subtotal
(473,700)	(451,100)	- (429,600)	- (409,100)	(389,600)	1 1	(614,000) -	Adjustments: FY 2014-15 Triple Flip Adjustment Proposed Personnel / Staffing Modifications
\$ (1,536,000)	<u>\$ (1,274,100)</u> <u>\$ (1,536,000)</u>	\$ (899,700)	\$ (151,300)	\$ 575,700	\$ 91,600	\$ 1,388,100	Gross Surplus / (Deficit)
53,524,000	51,771,100	49,786,700	47,509,300	44,938,300	43,917,400	43,556,900	Total Uses
	1	ļ	1			50,000	Insurance Stabilization
	ı	ı	r	ı	ţ	100,000	PERS Stabilization - Future Rates
2,800,000	2,800,000	2,800,000	2,800,000	2,400,000	2,400,000	2,800,000	Capital Improvement Program
							Fund Transfers:
537,100	516,400	496,500	477,400	21,000	1	90,000	Vehicle Acquisition / Replacement
53,000	53,000	157,000	86,000	137,000	1	699,800	Non-Recurring Expenditures
50,133,900	48,401,700	46,333,200	44,145,900	42,380,300	41,517,400	39,817,100	Uses Department Expenditures
\$ 51,988,000	\$ 50,497,000 \$ 51,988,000	\$ 48,887,000	\$ 47,358,000	\$ 45,514,000	\$ 44,009,000	\$ 44,945,000	Sources Estimated General Revenues
FY 2019-20	Outlook FY 2018-19	Financial Outlook FY 2017-18 FY 20	FY 2016-17	Revised Budget FY 2015-16	Adopted Budget FY 2015-16	Final Estimate FY 2014-15	
		Outlook	General Fund Fiscal Year 2015-16 Revised Budget and 5 Year	General Fund 16 Revised Budg	Gen ear 2015-16 R	Fiscal Y	
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FY 2015-16 Budget Revision & Five-year Financial Outlook Revenue Adjustments Account
Number Revenue Source Actual FY 2013-14 Adopted Budget FY 2014-15 Midyear Budget FY 2014-15 Final Estimate FY 2014-15 Adopted Budget FY 2015-16 Revised Budget FY 2015-16 Year 2 FY 2016-17 Financial Outlook
Year 3 Year 4
FY 2017-18 FY 2018-19 Year 5 FY 2019-20

		0850	0660		0530		0430	0420	0410			0186	0185	0180	0175	0170	0165	0160	0155	0145	0110	General Fund	Number
Total General Fund	Subtotal	Water Utility Lease Payment	<u>Other</u> Other	Subtotal	State Subventions Vehicle In Lieu Taxes	Subtotal	Ground Lease	Rentals	Interest Earnings	Use of Money & Property	Subtotal	Barrel	Oil Well	Property Transfer	Business Operations	Franchise	Transient Occupancy	Sales & Use	Utility User's Tax (UUT)	Property - Pass Thru to City	<u>Taxes</u> Property	Fund	Number Revenue Source
8																					↔	_	ָן ניין
45,028,155	2,238,671	1,500,000	738,671	1,595,953	1,595,953	866,630	667,764	112,586	86,280		40,326,901	299,356	154,010	149,551	768,575	2,642,114	116,913	26,096,478	6,634,353	1,151,575	2,313,976 \$		FY 2013-14
43,144,000	1,659,000	1,500,000	159,000	1,636,000	1,636,000	870,000	667,000	112,000	91,000		38,979,000	400,000	135,000	140,000	782,000	2,668,000	114,000	25,200,000	6,400,000	1,060,000	2,080,000 \$		FY 2014-15
\$ 43,814,000	1,659,000	1,500,000	159,000	1,636,000	1,636,000	870,000	667,000	112,000	91,000		39,649,000	400,000	154,000	135,000	782,000	2,668,000	120,000	25,700,000	6,550,000	1,060,000	2,080,000		FY 2014-15
\$ 44,945,000	1,155,000	1,000,000	155,000	1,685,000	1,685,000	839,000	687,000	112,000	40,000		41,266,000	420,000	154,000	127,000	760,000	2,685,000	120,000	26,500,000	6,700,000	1,450,000	\$ 2,350,000		FY 2014-15
\$ 44,009,000	1,662,000	1,500,000	162,000	1,668,000	1,668,000	869,000	667,000	114,000	88,000		39,810,000	400,000	135,000	140,000	790,000	2,721,000	114,000	25,800,000	6,500,000	1,100,000	\$ 2,110,000		FY 2015-16
\$ 45,514,000	1,100,000	1,000,000	100,000	1,719,000	1,719,000	879,000	710,000	114,000	55,000		41,816,000	420,000	154,000	127,000	760,000	2,725,000	120,000	27,433,000	6,750,000	930,000	2,397,000		FY 2015-16
\$ 47,358,000	1,100,000	1,000,000	100,000	1,753,000	1,753,000	889,000	710,000	114,000	65,000		43,616,000	420,000	154,000	127,000	760,000	2,766,000	122,000	29,065,000	6,820,000	949,000	2,433,000		FY 2016-17
\$ 48,887,000	1,100,000	1,000,000	100,000	1,788,000	1,788,000	899,000	710,000	114,000	75,000		45,100,000	420,000	154,000	127,000	760,000	2,807,000	124,000	30,396,000	6,875,000	968,000	2,469,000		FY 2017-18
\$ 50,497,000	1,100,000	1,000,000	100,000	1,824,000	1,824,000	909,000	710,000	114,000	85,000		46,664,000	420,000	154,000	127,000	760,000	2,849,000	126,000	31,785,000	6,950,000	987,000	2,506,000		FY 2018-19
\$ 51,988,000	1,100,000	1,000,000	100,000	1,860,000	1,860,000	919,000	710,000	114,000	95,000		48,109,000	420,000	154,000	127,000	760,000	2,892,000	129,000	33,056,000	7,020,000	1,007,000	2,544,000		FY 2019-20

## DEPARTMENT EXPENDITURE SUMMARIES

\* \* \* \* \* \* \* \* \*

Attachment C

## FY 2015-16 - FY 2019-20 Five Year Budget Outlook

**Summary By Department** 

Total	Family and Human Services	Library and Cultural Services	Parks and Recreation Services	Community Services	Maintenance	Engineering	Public Works	Planning and Community Development	Fire-Rescue	Police Services	Finance and Administrative Services	General Government	Operating Expenditures	Activity Name	
69												↔		ָּד <u></u>	
35,807,317	1,164,782	1,428,896	1,609,518		5,668,434	427,797		(685,433)	13,777,150	9,121,103	981,167	2,313,904		Actual FY 2013-14	
₩												\$		7 _	2
\$ 39,789,800	1,454,500	1,482,000	1,841,200		6,035,300	628,200		60,300	15,123,900	9,665,000	798,600	2,700,800		Budget FY 2014-15	Mid-Year
↔												€9		ے ا	
39,817,100	1,495,700	1,375,300	1,794,700		5,845,900	270,900		222,700	15,243,400	9,814,500	1,096,000	2,658,000		Estimate FY 2014-15	Final
<del>69</del>												€9		7 _	_
\$ 41,517,400	1,522,600	1,539,100	1,899,100		6,214,500	645,300		93,900	16,218,900	9,859,000	694,200	2,830,800	•	Budget FY 2015-16	Adopted
₩												↔		ָ כּוֹ	
42,380,300	1,597,800	1,520,400	1,816,000		6,196,200	777,000		459,800	16,351,100	10,169,900	701,100	2,791,000		Budget FY 2015-16	Revised
€9												↔		   	
\$ 44,145,900 <b>\$</b> 46,333,200 <b>\$</b> 48,401,700 <b>\$</b> 50,133,900	1,692,800	1,630,900	1,964,000		6,472,100	705,500		520,800	17,246,000	10,467,200	623,900	2,822,700		Outlook FY 2016-17	Budget
<del>\$</del>									_	_		↔		7,	В
6,333,200	1,806,900	1,721,200	2,080,900		6,735,300	803,800		594,300	18,246,500	10,778,000	581,300	2,985,000 \$		Outlook FY 2017-18	Budget
₩												↔		7 _	
48,401,700	1,898,700	1,805,700	2,184,000		6,954,600	857,100		659,300	19,333,800	11,085,700	612,100	3,010,700		Outlook FY 2018-19	Budget
<del>60</del>										_		\$		٦ <u>۲</u>	
50,133,900	2,002,000	1,877,500	2,287,900		7,197,700	896,600		724,700	19,815,900	11,405,700	742,900	3,183,000		Outlook FY 2019-20	Budget

## **NEW BUSINESS**

Adoption of the City's FY 2015-16 Investment Policy

## RECOMMENDATION

That the City Council adopt the Investment Policy for FY 2015-16.

## **BACKGROUND**

Prior to January 1, 2005, State statute required the City Treasurer to render to the City Council an annual statement of Investment Policy (Policy). Although the law changed to eliminate this requirement, a periodic review of the Policy for legal compliance and subsequent submittal to the City Council is good fiscal practice. The City last reviewed and adopted the Policy in January 2010. The next several years that followed included the residual effects of the great recession, the dissolution of redevelopment, and completion of the Valley View Grade Separation (VVGS) project. Although the VVGS was funded through private, state, and federal sources, the City was required to pay for expenditures up front and subsequently seek reimbursement. As a result of these factors, the City had very little excess reserves with which to invest.

Over the past year, cash flow has stabilized and reserves have built up to a level which warrants a revisiting of the City investment portfolio and the Policy governing it. In order to complete a thorough and comprehensive review of the Policy, staff engaged Ms. Sarah Meacham, Director with PFM Asset Management, LLC. Ms. Meacham has extensive experience with California Government Code requirements and treasury management policies for California public agencies.

Ms. Meacham, along with City staff, met with the Audit Subcommittee, consisting of Mayor Pro Tem Richard Moore and Councilmember Jay Sarno, to review the requirements applicable to public fund investing and solicit feedback and insight to assist in developing the proposed Policy. A second meeting was held to review the proposed changes to the Policy. Attached are the slides used during the discussion and provide greater details on the various types of investments permitted for California public agencies.

The proposed policy retains the existing overall investment objectives, however, a number of revisions in the language of the Policy were made. Rather than detail the line by line changes, as the revision was quite extensive, both the existing and proposed policies are attached for your review.

The primary investment objectives, in priority order, are (1) safety, (2) liquidity, and (3) return on investment:

**Safety** — Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.

**Liquidity** — The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.

**Return on Investment** — The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration with the investment risk constraints of safety and liquidity needs.

The proposed policy is modeled after the recommended language promulgated by the California Municipal Treasurer's Association (CMTA). The CMTA operates an "Investment Policy Certification Program" which, among other benefits, demonstrates that the Policy has been reviewed and certified by a California professional organization. The review is conducted by CMTA members, many of whom are Certified California Municipal Treasurers. Upon approval of the Policy, the City will seek certification of the Policy through the CMTA program.

Thaddeus McCormack

City Manager

Attachments:

Proposed City Investment Policy (Available in City Clerk's Office) Slides from Investment Policy Discussion (Available in City Clerk's Office) Existing City Investment Policy (Available in City Clerk's Office)

## City of Santa Fe Springs

Investment Policy June 25, 2015

## 1. Policy

The intent of the Investment Policy of City of Santa Fe Springs is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. The guidelines are intended to be broad enough to allow the investment officer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

The City will invest its funds in such a manner as to comply with applicable state laws (California Government Code Section 53600, et seq. and 53630, et seq.), ensure prudent money management, provide for daily cash flow needs, and meet the City's investment objectives.

## 2. Scope

The Investment Policy applies to all funds and investment activities of the City except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust that has a separate investment policy.

Except for funds in certain restricted and special funds, the City commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration.

## 3. Prudence

The standard of prudence to be used by those authorized to invest on behalf of the City will be the "prudent investor" standard and will be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

## 4. Objectives

The primary objectives, in priority order, of the investment activities of the City are:

- 1. Safety Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
- 2. Liquidity The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.
- 3. Return on Investment The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration with the investment risk constraints of safety and liquidity needs.

## 5. Delegation of Authority

The City Council's management responsibility for the investment program is hereby delegated for a one-year period to the City Treasurer. Subject to review, the City Council may renew the delegation of authority pursuant to this section each year. The City Treasurer, and the Treasurer's designees, will monitor and review all investments for consistency with this Investment Policy. The City Treasurer may delegate day-to-day investment decision making and execution authority to an investment advisor. Eligible investment advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The advisor will follow the Policy and such other written instructions as are provided.

## 6. Ethics and Conflict of Interest

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

## 7. Authorized Financial Dealers and Institutions

The City Treasurer will maintain a list of financial dealers and institutions qualified and authorized to transact business with the City.

The purchase by the City of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally regulated securities exchange, a National or State Chartered Bank a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The City Treasurer will investigate all institutions that wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City's Investment Policy and any other guidelines that may be provided. This

will be done annually by having the financial institutions submit in writing that they have read and will abide by the City's Investment Policy and submit its most recent audited Financial Statement within 120 days of the institution's fiscal year end.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

## 8. Authorized and Suitable Investment

The City will limit investments in any one issuer, except U.S. Treasuries, Federal Agencies, supranationals, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City Treasurer will perform a timely review and decide whether to sell or hold the investment.

- 1. **U.S. Treasuries.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- 2. **U.S. Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 3. California State and Local Agency Obligations. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated "A," its equivalent, or better by a nationally recognized statistical rating organization (NRSRO). Obligations eligible for investment under this subdivision with maturities under one year must be rated at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 4. Other State Obligations).
- 4. Other State Obligations. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year

must be rated at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 3. California State and Local Agency Obligations).

- 5. **Bankers' Acceptances**. Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 40% of the City's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated at least "A-1," its equivalent, or better by a NRSRO.
- 6. **Commercial Paper**. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:
  - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
  - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the City's portfolio may be invested in commercial paper. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer.

- 7. **Medium-Term Notes.** Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. Medium-term notes must be rated "A," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in medium-term notes.
- 8. Bank Deposits. FDIC-insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits ("TCDs") and other types of bank deposits in a state or national bank, savings association or federal association, federal or state credit union in California. The amount on deposit in any financial institution shall not exceed the shareholder's equity. In accordance with California Government Code Section 53635.2, to be eligible to receive City deposits, a financial institution will have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. The City will have a signed agreement with any depository accepting City funds per Government Code Section 53649.

The maturity of TCDs may not exceed three years. No more than 30% of the City's portfolio may be invested in TCDs.

9. **Deposit Placement Services.** The City may invest a portion of its portfolio in deposits at a commercial bank, savings bank, savings and loan association, or credit union in the State of California (the selected depository) that uses a private sector entity that assists in the placement of deposits in the United States. The full amount of each deposit placed and the interest that may accrue on each such deposit will at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration. Additional required criteria for this investment type can be found in California Government Code Section 53601.8.

If the City also uses a negotiable CDs, the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services. No more than 10% of the City's portfolio may be invested with any one selected depository for placement services.

The City will monitor the financial institutions selected by deposit placement services to ensure that the City does not deposit more than the amount eligible for FDIC insurance in a single financial institution through non-negotiable CDs and deposit placement services. California Government Code Section 53601.8 expires January 1, 2017 unless legislation is enacted to extend the expiration date.

- 10. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Eligible negotiable CDs with maturities in excess of one year must be rated "A," its equivalent, or better by a NRSRO. Eligible negotiable CDs with maturities under one year must be rated at least "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's investment portfolio may be invested in negotiable CDs. If the City also uses a deposit placement service, the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services.
- 11. **State of California's Local Agency Investment Fund (LAIF).** The State Treasurer established LAIF for the benefit of local agencies. The City can invest up to the maximum amount permitted by the State Treasurer.
- 12. **Los Angeles County Pooled Fund.** The Los Angeles County Treasurer manages a Pooled Fund, in which the City can invest funds that are needed for short-term liquidity.
- 13. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either:
  - a. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest NRSRO or
  - b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

No more than 20% of the City's portfolio may be invested in money market funds.

- 14. Local Government Investment Pools (LGIPs). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:
  - a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
  - b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
  - c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- 15. **Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated at least "AA" by a NRSRO. No more than 30% of the City's portfolio may be invested in supranationals.
- 16. **Asset-Backed Securities (ABS).** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity. Eligible securities must be rated, by a NRSRO, as "AA" or higher, and the issuer of the security must have an "A" or higher rating for its debt as provided by a NRSRO. No more than 20% of the City's portfolio may be invested in ABS.

## 9. Prohibited Investments

Investments not described herein, including but not limited to stocks, inverse floaters, range notes, mortgage-derived, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for purchased by the City. The City will not leverage or borrow money for the purpose of investing.

## 10. Local Investment

The City will strive to make investments that benefit the local area. Placing monies in local commercial banks is one method of promoting this goal. Deposits may be placed with local commercial banks up to the amount insured by the FDIC.

## 11. Non Discrimination

The City has an obligation to be aware of the social and political impacts of its investments and to act responsibly in making its investment decisions. The City will not knowingly make any investments in any institution, company, corporation, subsidiary or affiliate that practices or supports directly or indirectly through its actions, discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, sex, sexual preference, or physical disability.

## 12. Review of Investment Portfolio

California Government Code requires compliance be measured only at the time of purchase. Balance fluctuations can cause sector and issuer percentages to rise above the limits described above and changes in the financial environment can cause ratings to fall below minimum requirements. While these situations do not constitute non-compliance, the City Treasurer will monitor for these situations and decide whether they warrant making changes to the portfolio. Instances of non-compliance will be reported to the City Council at least quarterly, if any arise.

## 13. Investment Pools

The City will complete due diligence for any pooled investments the City invests in. The City Treasurer will collect and evaluate the following information for each pool/fund:

- Permitted investments and objectives
- Description of interest calculations
- Method/frequency of interest distribution
- Treatment of gains and losses
- Method/frequency of audits
- Description of eligible investors
- Limits/minimum account sizes, type of assets, transaction sizes, and number of transactions
- Limits on withdrawals
- Frequency of statements and reporting of underlying investments
- Reserves or retained earnings
- Fee schedules

## 14. Collateralization

Collateralization is required for deposits. Deposits must be collateralized as specified under Government Code Section 53630, et seq. The City, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. Funds may be deposited in active or inactive accounts, but may not exceed the total paid-up capital and surplus in any depository.

## 15. Safekeeping and Custody

All deliverable securities owned by the City, will be kept in safekeeping/custody by a third-party bank's trust department. All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping/custody bank prior to the release of funds.

## 16. Maximum Maturities

Maturities will be based on a review of cash flow forecasts. Maturities will be scheduled to permit the City to meet all projected obligations.

The City may not invest in a security that exceeds five years from the date of purchase unless the City Council has provided at least 90 days prior approval for a specific purpose.

## 17. Internal Controls

The City Treasurer will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

## 18. Performance Standards

The City Treasurer will establish a performance benchmark consistent with the City's investment strategy and supportive of the City's investment objectives.

## 19. Reporting Requirements

The City Treasurer will render a quarterly report to the City Council and City Manager within 30 days following the end of the quarter covered. The report will include at least:

- List of all investments owned by the City
- List transactions as required by California Government Code 53607 when City Council has delegated authority
- Investment type
- Issuer
- Maturity date
- Total par and dollar amount invested
- Description of any funds, investments, or programs managed by an advisor or other outside party
- Market value of the investment portfolio as of the date of the report, and the source of this valuation
- Statement as to whether the City's investments comply with the Investment Policy, and if not, why not
- Statement denoting the ability of the City to meet its expenditure requirements for the next six months

## 20. Investment Policy Adoption

The City's Investment Policy will be adopted by resolution of the City Council. The Policy will be reviewed annually by the City Council and any modifications made thereto must be approved by the Council.

## 21. Glossary

See attached Appendix A.

## APPENDIX A GLOSSARY

**AGENCIES**: Federal agency securities and/or Government-sponsored enterprises.

**BENCHMARK**: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

**BROKER**: A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD)**: A deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

**COLLATERAL**: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report of the City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**DEALER**: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT**: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DIVERSIFICATION**: Dividing investment funds among a variety of securities offering independent returns.

**DURATION**: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per entity.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**MATURITY**: The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**PORTFOLIO**: Collection of securities held by an investor.

## APPENDIX A

**PRIMARY DEALER**: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**RATE OF RETURN**: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

**SAFEKEEPING**: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECURITIES & EXCHANGE COMMISSION**: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.





Investment Policy Discussion June 12, 2015

Sarah Meacham, Director PFM Asset Management LLC

# Investments Permitted by CA Government Code §53601

		Overnight	180 Days	270 Days	1 Year	5 Years	Beyond 5 Years
	U.S. Treasuries			Permitted			Requires Approval
	Federal Agencies			Permitted			Requires Approval
-	Municipal Securities			Permitted			Requires Approval
	Negotiable Certificates of Deposit			Permitted			Requires Approval
on xec	Commercial Paper		Permitted			Prohibited	(eo)
	Bankers' Acceptances	Perm	Permitted			Prohibited	
	Medium-Term Corporate Bonds ("A" or Better)			Permitted			Prohibited
	Asset-Backed Securities (ABS)			Permitted			Prohibited
	Supran			Permitted			Prohibited
	Repurchase Agreements		Pern	Permitted			Prohibited
	Mutual Funds/Money Market Funds	Permitted			Prohibited	ited	
	Local Government Investment Pools	Permitted			Prohibited	ited	
Į.	Foreign Sovereign				Prohibited		
	Commercial MBS			4	Prohibited		
	High-Yield				Prohibited		
	Private Placements			4	Prohibited		
der co					Prohibited		
	Non-U.S. Dollar Investment Grade			4	Prohibited -		
	Emerging Markets Debt				Prohibited		
	Domestic Small/Mid Cap			A	Prohibited		
E	Domestic Large Cap			4	Prohibited		
qui	Domestic Value/Growth			P	Prohibited		
itie	International Small/Mid Cap				Prohibited		
es	International Large Cap				Prohibited		
	Emerging Markets			4	Prohibited		
Α	Commodities				Prohibited		
lte	Real Estate			4	Prohibited		
rn	Hedge Funds			4	Prohibited		
ati	Private Equity			4	Prohibited		
ve	Venture Capital			A.	Prohibited		
S	Tangible Assets			4	Prohibited		

## 6

## Recommended Allowable Investment Instruments – Maximum Allocations

Sector	CGC Maximum Allocation	Recommended Maximum Allocation
U.S. Treasuries	100%	100%
Federal Agencies	100%	100%
Municipals:		30%
Bankers' Acceptances	40%	40%
Commercial Paper	25%	25%
Fully-Insured CDs/Bank Deposits	100%	30%
Negotiable CDs	30%	30%
Corporate Notes	30%	30%
Asset-Backed Securities (ABS)	20%	20%
Supranationals	30%	30%
LAIF	\$50 million	\$50 million
LGIPs	100%	100%
Money Market Funds	20%	20%

## Recommended Allowable Investment Instruments – Maximum Per Issuer

Sector	CGC Maximum per Issuer	Recommended Maximum per Issuer¹
U.S. Treasuries		
Federal Agencies		
Municipals: • California • Other 49 States'		2%
Bankers' Acceptances	30%	2%
Commercial Paper	No more than 10% of an issuer's outstanding CP	5%, no more than 10% of an issuer's outstanding CP
Fully-Insured CDs/Bank Deposits	\$250,000/collateralization or 10% per deposit placement service	\$250,000/collateralization or 10% per deposit placement service
Negotiable CDs	ı	2%
Corporate Notes		2%
Asset-Backed Securities (ABS)	•	2%
Supranationals		
LAIF		
LGIPs		•
Money Market Funds		ı

Regardless of investment sector

## Recommended Allowable Investment Instruments Maximum Maturity

Sector	CGC Maximum Maturity	Recommended Maximum Maturity
U.S. Treasuries	5 years <sup>1</sup>	5 years
Federal Agencies	5 years1	5 years
<ul><li>Municipals:</li><li>California</li><li>Other 49 States'</li></ul>	5 Years <sup>1</sup>	5 years
Bankers' Acceptances	180 days	180 days
Commercial Paper	270 days	270 days
Fully-Insured CDs/Bank Deposits	5 years	3 years
Negotiable CDs	5 years <sup>1</sup>	5 years
Corporate Notes	5 years	5 years
Asset-Backed Securities (ABS)	5 years	5 years
Supranationals	5 years	5 years
LAIF	n/a	n/a
LGIPs	. n/a	n/a
Money Market Funds	n/a	n/a

<sup>1.</sup> With Council approval at least 90 days in advance, these investments can be purchased with maturities longer than 5 years.

## Recommended Allowable Investment Instruments – Credit Quality

Sector	CGC Required Minimum Credit Quality	Recommended Minimum Credit Quality
U.S. Treasuries		
Federal Agencies		
Municipals: • California • Other 49 States'	1	A / A-1
Bankers' Acceptances	A-1	A-1
Commercial Paper	A/A-1	A/A-1
Fully-Insured CDs/Bank Deposits		
Negotiable CDs		A/A-1
Corporate Notes	A	A
Asset-Backed Securities (ABS)	A (Issuer)/AA (Issue)	A (Issuer)/AA (Issue)
Supranationals	AA	A
LAIF		
LGIPs	None for County Pool, Advisor requirements for shares of JPA	None for County Pool, Advisor requirements for shares of JPA
Money Market Funds	AAA by 2 NRSRO or Advisor requirements	AAA by 2 NRSRO or Advisor requirements

# Risk/Return of Various Investment Strategies

## **Longer Duration**

Risk/Retu 5 Ye	rn of Various ars Ended D	eturn of Various Investment Strategies Years Ended December 31, 2014	trategies )14	
Index	Duration (years)	Annualized Total Return	Cumulative Value of \$25 Million	Quarters With Negative Return
LAIF	99'0	0.36%	\$25,453,300	0 out of 20
1-3 Year Treasury	1.82	1.06%	\$26,353,400	3 out of 20
1-5 Year Treasury	2.64	1.77%	\$27,292,200	5 out of 20

## **Diversification**

Source: Bloomberg, Bank of America Merrill Lynch (BAML), State Treasurer's website.

LAIF's duration is represented by the weighted average life.

## Value of Diversification

	2010	2011	2012	2013
1-5 Treasury	6.33%	5.05%	6.46%	1.29%
1-5 Callable Agencies	5.71%	3.66%	4.33%	1.24%
1-5 Bullet Agencies	5.43%	3.36%	2.81%	0.70%
1-5 Corporate AAA	4.81%	3,35%	2.45%	0.41%
1-5 Corporate AA	3,61%	2.62%	1.63%	0.26%
1-5 Corporate A	3.54%	2.59%	1.52%	0.06%
1-5 Municipal	1.85%	2.32%	0.91%	7.60.0
0-5 MBS	1.24%	1.67%	0.85%	-0.01%
LAIF	0.52%	0.44%	0.35%	-0.19%

2.18%

3.795

5 4 4

2.06%

1.92%

4.30%

7.23%

1.38%

0.24%

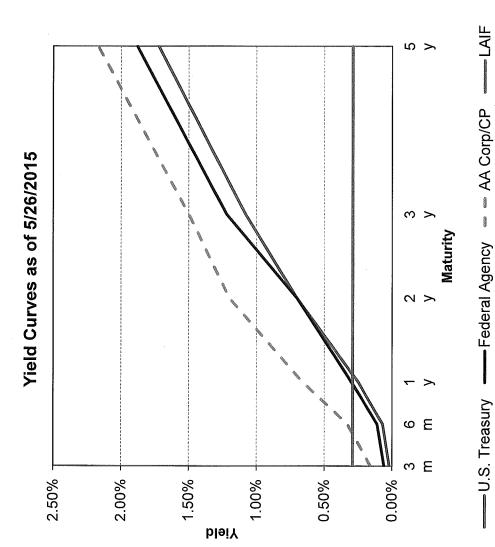
1.24%

# Surrent Yield Environment

Maturity	U.S. Treasury	Federal Agency	Municipal	Commercial Negotiable Paper CD	Negotiable CD	Corporate	Corporate Supranational Securities	Asset-Backed Securities
6-Month	%20.0	0.11%		0.33%	0.37%	1	0.22%	
9-Month	0.17%	0.17%	l.	0.45%	0.45%	ı	0.35%	
1-Year	0.25%	0.30%	0:30%	1	0.63%	0.66%	0.43%	ı
2-Year	0.70%	0.70%	0.72%		1.54%	1.20%	0.52%	0.77%
3-Year	1.08%	1.22%	1.11%		ı	1.50%	1.18%	1.20%
5-Year	1.72%	1.88%	1.58%	TO CONTRACT OF THE PROPERTY OF		2.17%	1.88%	

Source: PFMAM, Bloomberg, TradeWeb, TM3
 As of June 8, 2015

# **Current Yield Environment**



	U.S. Treasury	Federal Agency	Corp/ CP
3 Month	0.02%	%90.0	0.16%
6 Month	%200	0.11%	0.33%
1 Year	0.25%	0.30%	%99.0
2 Year	0.70%	0.70%	1.20%
3 Year	1.08%	1.22%	1.50%
5 Year	1.72%	1.88%	2.17%

Source: Municipal Market Advisors and Bloomberg

This material is based on information obtained from sources generally believed to be reliable and available to the material is for general information purposes only and is not intended to provide specific advice or a specific public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions recommendation. All statements as to what will or may happen under certain circumstances are based on may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

## CITY OF SANTA FE SPRINGS INVESTMENT POLICY

## **Legal Constraints**

As a general law city, the City of Santa Fe Springs (City) has limited authority in the deposit and investment of surplus monies. This authority is set forth in Government Code sections 53600, et seq.; 53635.

## **DEPOSITS**

Funds may be deposited in state or national banks. They may be deposited in active or inactive accounts. The deposits may not exceed the total paid-up capital and surplus in any depository.

The depository must secure the active and inactive deposits with eligible securities having a market value of 110% of the total amount of the deposits or First Trust Deeds having a value of 150% of the total amount of the deposits.

The Treasurer may waive security for that portion of a deposit which is insured pursuant to federal law.

## <u>CRITERIA</u>

The criteria for the selection of depositories and securities for the investment of surplus funds and the order of priority of such criteria are:

- 1 Safety
- 2 Liquidity
- 3 Yield

The primary objective of the investment policy of the City is **SAFETY**. Investments shall be made to provide diversification of the portfolio by investment type. Secondly, most investments will be highly liquid. Maturities will be selected to anticipate cash needs, thereby avoiding the need for forced liquidation. Lastly, within the constraints of safety and liquidity, the highest and best yield will be sought. Investments shall be made in the context of the Prudent Investor Rule for trustees of local government funds which is defined in Government Code Section 53600.3:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like

capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

The City's objective prohibits speculation (i.e., the purchase of securities with the intent to profit from favorable changes in market prices or market conditions.) Leveraging or borrowing money for the purpose of investing is specifically prohibited.

## TYPES OF INVESTMENTS

Funds, not immediately needed, may only be invested in certain eligible securities:

- Banker's Acceptances with a maturity of 180 days or less
- Bonds and Notes of Federally Sponsored Agencies
- Certificates of Deposit (Conventional CDs)
- Certificates of Deposit Account Registry Service (CDARS)
- Commercial Paper
- Government Bonds and Notes
- Local Agency Investment Fund (LAIF)
- Los Angeles County Pooled Fund
- Medium Term Corporate Notes with a 5-year maturity or less
- Repurchase and Reverse Repurchase Agreements
- Temporary Liquidity Guarantee Program

A description of the above investments is contained in Appendix A. The balances between the various investment instruments will change from time to time to give the City the best combination of safety, liquidity, and yield.

The City will not invest in the following state authorized investments:

- Negotiable Certificates of Deposits
- Reverse Repurchase Agreements
- Guaranteed Small Business Administration Notes
- Medium Term Corporate Notes
- Financial Futures or Financial Option Contracts

Additionally, the City shall not invest in any inverse floater, range note, or interest-only strip security, or in any security that could result in zero interest accrual if held to maturity.

## **LOCAL INVESTMENT**

The City shall strive to make investments that benefit the local area. Placing monies in local commercial banks is one method of promoting this goal. A one hundred thousand dollar (\$100,000.00) Certificate of Deposit (or time deposit) may be placed with each local commercial, provided that such deposit is fully insured.

## **NON DISCRIMINATION**

The City also has an obligation to be aware of the social and political impacts of its investments and to act responsibly in making its investment decisions. The City shall not knowingly make any investments in any institution, company, corporation, subsidiary or affiliate that practices or supports directly or indirectly through its actions, discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, sex, sexual preference, or physical disability.

## REPORTING

The Treasurer shall render a monthly report to the City Council and City Manager. The report on investments shall include:

- A list of all investments owned by the City
- The type or kind of each investment
- The issuer of each investment
- The date of each investment's maturity
- The par and dollar amount invested for each security
- The annual yield at the time of purchase of each investment expressed as a percentage
- The weighted average maturity of the portfolio at the stated maturity date of all investments and, if there are callable securities, a separate weighted average maturity for all investments using the next call date for the callable securities as their maturity date
- The current market value of the investment portfolio as of the date of the report, and the source of this valuation
- A statement as to whether the City's investments comply with this Statement of Investment Policy, and if not, why not
- A statement denoting the ability of the City to meet its expenditure requirements for the next six months

## APPENDIX A

## **ELIGIBLE INVESTMENTS** (Government Code Sections 53600, et seq.; 53635)

## **BANKER'S ACCEPTANCES**

Banker's Acceptances are negotiable time drafts drawn to finance the export, import, shipment or storage of goods, and they are termed "Accepted" when a bank guarantees to pay the face value at maturity. A Banker's Acceptance constitutes an irrevocable obligation of the accepting bank and a contingent obligation of the drawer and of any endorsees whose names appear upon it. The bank is protected by its customer's agreement to provide the necessary funds in advance of the maturity of the Acceptance and also by the pledge of documents such as bills of lading, independent warehouse or terminal receipts, and other documents evidencing ownership and the insurance of the goods so financed. Acceptances are available in various denominations for 30 to 270 days, but will not be purchased for longer than 180 days. The interest is calculated on a 360 day discount basis similar to Treasury bills. Local agencies cannot invest more than forty percent of their surplus money in Banker's Acceptances.

## BONDS AND NOTES OF FEDERALLY SPONSORED AGENCIES

Obligations issued by federal land banks, federal intermediate credit banks, the Federal Home Loan Bank Board, and the Tennessee Valley Authority. Also, obligations issued by or fully guaranteed as to principal and interest by the Federal National Mortgage Association. Other authorized investments under this category include guaranteed portions of Small Business Administration notes and obligations or other instruments issued by a federal agency or a United States government-sponsored enterprise.

## **CERTIFICATES OF DEPOSIT (CONVENTIONAL)**

Conventional Certificates of Deposit (CD's) are secured obligations of the financial institution or bank, bought at par value with promise to pay face value plus accrued interest at maturity. Purchases of negotiable certificates of deposit may not exceed 30 percent of the City's surplus money.

## CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS)

CDARS are essentially traditional Certificates of Deposit (CD's) that are guaranteed under the Federal Deposit Insurance Corporation's (FDIC's) coverage on deposits. The advantage of CDARS is that investments may be made up to \$50 million. Traditional FDIC insurance limits are capped at \$250,000 (temporarily increased through December 31, 2009 - normally \$100,000).

## **COMMERCIAL PAPER**

Investments known as commercial paper are short-term, negotiable, unsecured promissory notes. Cities may invest only in commercial paper of prime quality and rating as provided for by Moody's Investors Service or Standard and Poor's Corporation.

Municipal investments are further limited to issuing corporations organized and operating within the United States, having total assets in excess of five hundred million dollars (\$500,000,000) and having an AA or higher rating for the issuer's indebtedness, other than commercial paper, as provided for by Moody's or Standard and Poor's.

Purchase of eligible commercial paper may not exceed two hundred seventy (270) days maturity or represent more than ten percent (10%) of the outstanding paper of the issuing corporation. In addition, purchases may not exceed a stated percentage of the City's surplus money.

## **GOVERNMENT BONDS AND NOTES**

- (1) United States Treasury notes, bonds, bills, or certificates of indebtedness or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- (2) Registered state warrants or treasury notes or bonds of California, including bonds payable solely out of revenue from a revenue-producing property owned, controlled or operated by California or by a department, board, agency or authority of the state.
- (3) Bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues form revenue-producing property owned, operated or controlled by the local agency or by a board, agency, department or authority of the local agency.

In addition, a city may invest in bonds issued by it; again including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the city or by a department, board, agency or authority of the city.

## **LOCAL AGENCY INVESTMENT FUND (LAIF)**

In 1976, the Legislature created the Local Agency Investment Fund (LAIF). This fund provides an alternative avenue of investment for cities and local agencies. Current policies of LAIF set minimum and maximum amounts of monies that may be invested and minimum amounts of time that the money must stay on deposit.

The State Treasurer may invest the monies deposited in LAIF in eligible securities for state investments and may invest LAIF funds through the State's Surplus Money Investment Fund. The State Treasurer must invest LAIF funds to achieve the highest return consistent with safe and prudent treasury management.

At the end of each fiscal quarter, all interest earned is distributed to the participating local agencies based on the amount of their deposit and the length of time the deposit remained in LAIF. In exchange for managing the Fund and its investments, the state deducts its reasonable costs not to exceed one-quarter of one percent (1/4 of 1%) of the earnings prior to distribution.

## LOS ANGELES COUNTY POOLED FUND

The County Pooled Fund is similar to the State of California Local Agency Investment Fund. This pooled fund is managed by the County Treasurer and interest is competitive to money market rates. There are no restrictions to number of transactions or dollar amount of deposits. The funds deposited by a local agency in the County Pooled Fund cannot be redeemed by the County.

All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The County keeps an amount for reasonable administrative costs of the pool. The Los Angeles County Treasurer has stated the range of administrative costs is 14 to 18 basis points (approximately 0.14% to 0.18% of the pool fund average daily balance).

## **MEDIUM-TERM CORPORATE NOTES**

Medium-Term Corporate Notes are unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments and are actively traded in the secondary market. Medium-Term Corporate Notes can be defined as extended maturity Commercial Paper. Corporations use these medium-term debt securities to raise capital. Examples of corporate medium term notes are General Electric, Shearson-American Express, GMAC, Wells Fargo Bank, Citibank, etc.

Local agencies are restricted by the Government Code to investments in corporations rated in a rating category of "A or its equivalent by a nationally-recognized rating service. Further restrictions are a maximum term of five years to maturity and total investments in Medium-Term Corporate Notes may not exceed 30 percent of the local agency's surplus money.

## REPURCHASE AND REVERSE REPURCHASE AGREEMENTS

Repurchase agreements are purchases of securities by the City under an agreement that the seller will repurchase the same securities on or before a specified date and for a specified amount. Cities may invest in repurchase agreements of any of the securities authorized for public investment. The term of the agreement cannot exceed a year. Cities are also authorized to utilize reverse repurchase agreements as an investment. Reverse repurchase agreements are the sale of securities by the City under an agreement to "repurchase" the securities on or before a specified date and for a specified amount. Where a Treasurer is investing funds, he or she must obtain prior approval from the City Council before entering into a reverse repurchase agreement.

## TEMPORARY LIQUIDITY GUARANTEE PROGRAM (TLGP)

In an effort to increase confidence and liquidity in the banking system, the federal government created this program. It allows for the purchase of corporate debt notes that are guaranteed under the FDIC TLGP Program and backed by the full faith and credit of the United States. The program expires June 30, 2012. Investments in the TLGP will be limited to no more than 25% of the portfolio.

### City of Santa Fe Springs

City Council Meeting

June 25, 2015

#### **NEW BUSINESS**

On-Call Professional Engineering Services-Authorization to Advertise Request for Qualifications

#### RECOMMENDATION

That the City Council authorize the City Engineer to Advertise a Request for Qualifications to provide On-Call Professional Engineering Services.

#### **BACKGROUND**

The City Council awarded a professional services contract to Onward Engineering on September 4, 2012 to provide On-Call Engineering services for capital improvement projects. The contract will expire on September 4, 2015. The intent of the contract was to supplement the project management and Engineering staff capacity of the City's Public Works Department.

Staff is requesting City Council authorization to advertise a Request for Qualifications (RFQ) to provide Engineering services on an as-needed basis. The City will engage the Engineering services through a "Request for Quote" for each specific project. The proposed term for the Professional Services Agreement will be three (3) years.

The RFQ requests Statements of Qualifications to provide a broad range of professional Engineering services in support of the Public Works/Engineering Division staff. These services include, but are not limited to, design, engineering, surveying and administration of street, water and sewer projects, plan check of development projects, architectural and landscape design, structural engineering for existing or proposed structures, construction management and inspection of capital improvement and public works maintenance projects, and general Staff augmentation for contract administration and management activities.

#### FISCAL IMPACT

Funding for On-Call Professional Engineering services is included in the approved Public Works Department budget, CIP Fund, Bond Funds, Water CIP fund, and state and local funding for transportation improvement projects.

At the time the contract is to be awarded, staff will recommend a contract with a not-to-exceed fee of \$500,000 unless Council approval is provided to exceed the amount.

Report Submitted By:

Noe Negrete, Director Department of Public Works 70

Date of Report: June 18, 2015

#### **INFRASTRUCTURE IMPACT**

On-Call Professional Engineering services will augment Public Works/Engineering Division Staff by assisting with engineering, architectural and landscape design, construction management and inspection, and project management and administration required to implement the approved Capital Improvement Projects List.

Thaddeus McCormack

City Manager

#### Attachment:

On-Call Professional Engineering Services RFQ (Available in City Clerk's Office)

## CITY OF SANTA FE SPRINGS

### **REQUEST FOR QUALIFICATIONS**

# ON-CALL PROFESSIONAL ENGINEERING SERVICES



#### DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

Robert A. Garcia, Associate Civil Engineer City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 Phone: (562) 868-0511, Extension 7545

#### REQUEST FOR QUALIFICATIONS

#### ON-CALL PROFESSIONAL ENGINEERING SERVICES

The City of Santa Fe Springs (AGENCY) is requesting Statements of Qualifications (SOQ) from qualified Engineering firms (Consultant) to provide On-Call Professional Engineering Services for capital improvement projects (CIP) and engineering tasks.

Consultant will provide a broad range of professional engineering services in support of and in close coordination with the Public Works/Engineering Division staff. These services will be provided on an as-needed basis through a Request for Quote for each specific project.

It is the intent of the AGENCY to enter into a Professional Services Agreement with the Consultant for these services. The term of the Professional Services Agreement will be three (3) years.

The AGENCY invites SOQ from professional Engineering firms and will receive such SOQ in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, until 3:00 p.m. on Tuesday, August 4, 2015.

Interested proposers must submit six (6) copies of their Proposal labeled "Statement of Qualifications to Provide On-Call Professional Engineering Services" to:

Director of Public Works City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

The AGENCY reserves the right to reject any or all SOQ, to waive any irregularity in any SOQ received, and to be the sole judge of the merits of the SOQ received, and to take all SOQ under advisement for a period of 60 days. The AGENCY will enter into a Professional Services Agreement with Consultant whose SOQ best meet the requirements of the Scope of Work as determined by the AGENCY. The SOQ submitted by the selected Consultant shall be incorporated as part of the respective Professional Services Agreement.

All questions regarding this Request for Qualifications must be directed to Robert A. Garcia, Associate Civil Engineer at (562) 868-0511, ext. 7545.

#### **INSTRUCTIONS**

#### REQUEST FOR QUALIFICATIONS

#### ON-CALL PROFESSIONAL ENGINEERING SERVICES

#### 1. PROPOSED SCHEDULE

DESCRIPTION DATE/TIME

Request for SOQ Released Monday, June 29, 2015

Deadline to Submit Questions Thursday, July 16, 2015 – 4:00 p.m.

Deadline to Receive SOQ Tuesday, August 4, 2015 – 3:00 p.m.

The AGENCY reserves the right to modify any element of the timeline should that become necessary.

#### 2. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has been scheduled for this project.

#### 3. SUBMISSION OF SOQ

To be considered, the SOQ must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, August 4, 2015.

Consultants must submit six (6) copies of their Proposal labeled:

"STATEMENT OF QUALIFICATIONS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES" to:

Noe Negrete, Director of Public Works City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670-3658

SOQ and amendments to SOQ, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened.

# 4. <u>DISSEMINATION OF REQUEST FOR QUALIFICATIONS (RFQ)</u> <u>INFORMATION</u>

From time to time, the AGENCY may issue responses to requests for clarifications, questions, comments, and addenda to this RFQ, or other material related to this solicitation.

By submitting an SOQ, Consultant is deemed to have constructive knowledge and notice of all information pertaining to this RFQ.

#### 5. ADDENDA TO THE RFQ

Any change(s) to the requirements of this RFQ initiated by the AGENCY will be made by written addenda to this RFQ. Any written addenda issued pertaining to this RFQ shall be incorporated into and made a part of the terms and conditions of any resulting Agreement. The AGENCY will not be bound to any modifications to or deviations from the requirements set forth in this RFQ unless they have been documented by addenda to this RFQ. Consultants will be required to document in the SOQ that they are aware of all addenda issued, if any, by the AGENCY.

#### 6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

#### a. Contact Person for the Project

All questions or contacts regarding this RFQ must be directed to Robert A. Garcia, who can be reached at (562) 868-0511, ext. 7545 or by email at robertgarcia@santafesprings.org.

#### b. Clarifications of the RFQ

Consultants are encouraged to promptly notify Mr. Garcia of any apparent errors or inconsistencies in the RFQ. If a Consultant requires clarifications to this RFQ, the Consultant shall notify the AGENCY in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFQ, a written addendum clarifying the matter will be issued.

#### c. Submitting Requests

All questions must be submitted to the AGENCY by 4:00 p.m. on Thursday, July 16, 2015. The AGENCY is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 4:00 p.m. on Thursday, July 16, 2015 will not be responded to.

#### d. Agency Responses

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on July 23, 2015.

#### 7. COST OF SOQ PREPARATION

Any party responding to this RFQ shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit an SOQ in response to this RFQ or by any Consultant that is selected for Professional Services Agreement. Pre-Agreement expenses are defined as expenses incurred by Consultants in:

- Preparing an SOQ and related information in response to this RFQ;
- Submitting an SOQ to the AGENCY;
- Negotiations with the AGENCY on any matter related to this RFQ;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of a Professional Services Agreement

The AGENCY 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 Consultant.

#### 8. CONFLICT OF INTEREST

By responding to this RFQ, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFQ on any matter related to this RFQ except to the extent specified in this RFQ;
- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFQ and the proposed Scope of Work that has not been generally available to all Consultants, 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 AGENCY;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the potential Agency projects.

#### 9. KEY PERSONNEL

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the Scope of Work. The Consultant must identify all proposed key personnel in its Proposal.

The AGENCY reserves the right to approve all key personnel individually for any and all projects authorized by the AGENCY as a result of this solicitation. After a Professional Services Agreement has been executed, Consultant may not replace any key staff without

written approval from the AGENCY. The AGENCY must approve replacement staff before a substitute person is assigned to a project. The AGENCY reserves the right to require the Consultant to replace a staff person assigned to the contract should the AGENCY consider replacement to be for the good of the project. Replacement staff will be subject to the AGENCY's approval prior to assignment by Consultant.

#### 10. BASIS FOR AWARD OF CONTRACT

The AGENCY intends to select the Consultant on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, a Professional Services Agreement will be awarded to the Consultant whose SOQ best meet the requirements of the Scope of Work as determined by the AGENCY. The SOQ submitted by Consultant shall be incorporated as part of the respective Professional Services Agreement.

#### 11. TERM OF AGREEMENT

It is the AGENCY's intent to enter into a Professional Services Agreement with the selected Consultant for a three (3) year term.

The AGENCY will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. For each approved project quote, the consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked. Compensation will be based on the Schedule of Hourly rates.

#### 12. REQUIRED FORMAT FOR PROPOSALS

The AGENCY is requiring all proposals submitted in response to this RFQ to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

#### A. Letter of Offer

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFQ.
- Signature of a person authorized to bind Consulting firm to the terms of the RFQ.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

#### **B.** Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the Scope of Work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any
  conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of
  twenty-five thousand dollars (\$25,000) for or against the firm; planned office
  closures or mergers that may impede Consultant's ability to provide on-call
  engineering and professional consulting services.
- Provide a list of previous projects in which the Consultant and subconsultants
  have worked together. The list should clearly identify the previous projects and
  include a summary of the roles and responsibilities of each party.

• Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

#### C. Proposed Staffing

This section should identify key personnel to be assigned and their qualifications and experience. The Proposal should include brief resumes, not more than two (2) pages for each individual.

A statement that key personnel will be available to the extent proposed for the duration of the Professional Services Agreement and an acknowledgement that no person assigned to a project shall be removed or replaced without the prior written concurrence of the AGENCY.

#### D. Consultants and/or Sub-consultants

The AGENCY desires to enter into a Professional Services Agreement with a Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of assigned projects without the prior written authorization of the AGENCY. If the Consultant plans on using subcontractors, then company profile, name, address, and telephone for all subcontractors providing support during the term of the Professional Service Agreement is required. Define the responsibilities and give a description of services to be provided by subcontractors. Describe the Consultant's business and reporting relationship with any subcontractors. Include references and resumes for all third party Firms in the SOQ. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors.

#### E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Work and demonstrates that Consultant understands the Scope of Work. More specifically, the SOQ should include the Consultant's general approach for providing the services specified in the Scope of Work. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the on-call Engineering services requests by AGENCY.

#### F. Client References

List the three (3) most recent similar clients (including name, address, contact person, and phone number). For each client provide a description of projects completed and their location. The AGENCY is most interested in California municipality clients and may randomly select agencies to contact from the list as part of the evaluation process.

#### G. Rights to Materials

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the SOQ and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

#### H. Schedule of Hourly Rates

The SOQ shall include a Schedule of Hourly Rates that identifies the job titles of all personnel to be assigned to the AGENCY projects. Hourly rates will reflect all costs for office overhead, including direct and indirect costs. The Schedule of Hourly Rates shall remain fixed for the term of the Professional Services Agreement.

#### 13. SOQ EVALUATION PROCESS AND CRITERIA

#### A. GENERAL

The SOQ will be evaluated based on the information and qualifications presented, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any Consultant may be requested at any point in the evaluation process. Pricing (hourly rates) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

#### B. EVALUATION CRITERIA

- 1. Completeness of SOQ.
- 2. Consultant and key personnel's experience in performing similar work.
- 3. Consultant and key personnel's record in accomplishing work assignment for projects.
- 4. Consultant's demonstrated understanding of the Scope of Work.
- 5. Quality of work previously performed by the firm as verified by reference checks.
- 6. Relevant project experience.
- 7. Schedule of Hourly Rates.

#### C. EVALUATION PROCESS

After evaluating all SOQ received, the AGENCY will rank the firms and the three (3) most qualified firms will be invited to an interview with the AGENCY evaluation committee.

#### D. INTERVIEW

For the interview, the Consultant should have available the project manager and key personnel to discuss the following:

- 1. Major elements of the SOQ
- 2. Description of related experience for Consultant
- 3. Description of related experience for key personnel

#### E. FINAL SELECTION

The final selection will be the Consultant which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing On-Call Engineering Services, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the SOQ received.

#### 14. EXCEPTIONS OR ADDITIONS

The SOQ shall include a detailed description of all of the exceptions to the provisions and conditions of this RFQ upon which the Consultant's submittal is contingent and which shall take precedence over this RFQ.

#### 15. <u>INSURANCE REQUIREMENTS</u>

Prior to executing a Professional Services Agreement, the Consultant will be required to submit to the City the required insurance certificates.

The Consultant shall indemnify and hold AGENCY and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of the Professional Services Agreement.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence

- 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.

#### 16. RIGHTS OF THE AGENCY

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFQ; to issue subsequent RFQs; to procure any project-related service by other means; to modify the Scope of Work; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any and all SOQ, or any item or part thereof, or to waive any informalities or irregularities in any SOQ.
- The right to amend, withdraw or cancel this RFQ at any time without prior notice.
- The right to request or obtain additional information about any and all SOQ.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Consultant.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFQ or in the requirements for submission of an SOQ.
- The right to modify the response requirements for this RFQ. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFQ, including timing of RFQ decisions and the schedule.
- The right to disqualify any Consultant on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any Consultant and to negotiate with other Consultants who are deemed qualified.
- Although cost is an important factor in deciding which Consultant will be selected, it is only one of the criteria used to evaluate SOQ. The AGENCY reserves the absolute right, in its sole discretion, to award a Professional Services Agreement, if any, which under all the circumstances will best serve the public interest.

• The AGENCY reserves the right to reject any or all SOQ or to make no award at all, to determine whether any alternate SOQ are equal to the specifications and general requirements, and to accept SOQ with minor variations from the RFQ and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional Scope of Work.

This RFQ is not a contract or commitment of any kind by the AGENCY. This RFQ does not commit the AGENCY to enter into negotiations with any Consultant and the AGENCY makes no representations that any Professional Services Agreement will be awarded to any Consultant that responds to this RFQ. SOQ received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the SOQ evaluation process. Submitted SOQ are not to be copyrighted.

Should a Professional Services Agreement be subsequently entered into between the AGENCY and Consultant, it shall be duly noted that entering into such an Agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

#### Waiver of SOQ

SOQ may be withdrawn by submitting written notice to the AGENCY's Contact Person at any time prior to the submittal deadline. Upon submission, the SOQ and all collateral material shall become the property of the AGENCY.

#### 17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant acknowledges that all information submitted in response to this RFQ is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant 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. Any SOQ submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected. Notwithstanding that disclaimer, it is the intention of the AGENCY to keep all submittals confidential until such time as negotiations are successfully concluded.

#### **SCOPE OF SERVICES**

#### REQUEST FOR QUALIFICATIONS ON-CALL PROFESSIONAL ENGINEERING SERVICES

Provide a broad range of professional Engineering services in support of and in close coordination with the Public Works/Engineering Division staff. These services will be provided on an asneeded basis through a Request for Quote basis for each specific project.

#### A. Engineering

Consultant must be well versed in all aspects of design/engineering/surveying and administration including, but not limited to project controls (estimating, cost and schedule), planning, quality assurance/quality control (QA/QC), change control and risk management. Knowledge and understanding of the latest version of American Public Works Association's Green Book, Construction Specification Institute Codes, as well as the standard plans and specifications of Caltrans and the City of Santa Fe Springs.

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

- 1. Preparation of plan, specification and estimate (PS&E) packages for capital improvement projects (streets, storm drain, sewer and water).
- 2. Preparation of various studies and supporting documentation including hydrology and hydraulic analysis.
- 3. Preparation and review of National Pollutant Discharge Elimination System (NPDES) reports, Water Quality Management Plans (WQMP) and Storm Water Pollution Prevention Plans (SWPPP).
- 4. Construction support.
- 5. Provide record drawings.

#### B. Structural Engineering

Consultant must be registered in the State of California as a professional Structural Engineer for work requiring a structural engineer's seal.

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

- 1. Assess structural stability and load bearing capacity of existing structures including areas proposed to be modified or used for additional loads.
- 2. Provide structural design for new structures or modifications of existing structures.
- 3. Provide alternative structural layouts or options that can be applied to project requirements.

- 4. Provide technical memorandum on assessments of structures.
- 5. Provide complex structural analyses using computer programs for complex projects.
- 6. Provide technical specification for selection of materials and methods.
- 7. Provide seismic and wind design review of existing structures.
- 8. Provide detail design of foundation, floor plan, roofing, and framing for operation, maintenance, and office buildings.
- 9. Participate in critical review and value engineering of structural design completed by other engineering professionals.
- 10. Prepare construction cost estimates.
- 11. Provide structural engineering support during construction of projects.
- 12. Provide record drawings.
- 13. Provide plan check services when requested.

#### C. Engineering Staff Augmentation

Consultant will provide on-call services to augment Engineering Staff with program management activities related to the AGENCY's Capital Improvement Plan (CIP) and include:

- 1. Perform Plan Check.
- 2. Prepare Grant Applications.
- 3. Prepare City Council reports.
- 4. Consultant contract management.
- 5. Administration of Public Works contracts including:
  - a. Prepare and process RFP's, addendums and related documents;
  - b. Coordinate vendor solicitations;
  - c. Organize pre-bid conferences;
  - d. Evaluate bids;
  - e. Perform reference checks and prepare recommendations for contract award;
  - f. Organize and participate in project progress meetings, including preparation and distribution of minutes;
  - g. Coordinate and schedule required inspections, surveys and geotechnical tests;
  - h. Monitor and update project schedules;
  - i. Obtain all necessary permits;
  - j. Ensure compliance with project standards and specifications, including California Construction law in labor compliance and Disadvantage Business Enterprise (DBE) requirements;
  - k. Track project progress, Requests for Information (RFI), submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims;

- 1. Research and prepare final reports to support billings to funding agencies;
- m. Maintain detailed project files and prepare project status reports;
- n. Review and process consultant, contractor and vendor invoices for payment.

#### D. Construction Management and Inspection

Consultant shall provide Resident Engineer and Inspection services on CIP projects, including street and highway improvements, building construction and renovation, park improvements, underground construction (water, sewer and storm drain) projects and public works maintenance projects. Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

- 1. Full-time inspection of construction activities;
- 2. Prepare daily project documentation (daily report and digital photos);
- 3. Monitor contractor's daily labor force for compliance with state labor laws;
- 4. Inspect traffic control procedures (monitor Traffic Control Plan);
- 5. Conduct progress meetings and prepare meeting minutes;
- 6. Coordinate with agencies and stakeholders;
- 7. Monitor project schedule;
- 8. Verify quantities and assure quality control;
- 9. Monitor construction project site safety;
- 10. Maintain complete and accurate project records, including but not limited to:
  - a. Monthly progress pay reports;
  - b. Extra work reports;
  - c. Contract change orders;
  - d. Labor and equipment records;
  - e. Correspondence records;
  - f. Verify Storm Water Pollution Prevention Plan;
  - g. Process submittal of RFIs, weekly statement of working days, change orders and progress payments;
  - h. Monitor punch lists and as-builts;
  - i. Ensure that materials and completed work comply with plans, specifications and design;
  - j. Ensure that maintenance of project records comply with funding agency requirements;
  - k. Ensure performance of all safety-related activities;
  - 1. Implement security procedures as required by the project;
  - m. Coordinate survey and material testing;
  - n. Process control documents, submittals, RFIs, weekly statement of working days, change orders, progress payments, work change directives, daily construction reports:
  - o. Ensure compliance with National Pollutant Discharge Elimination System (NPDES) permit program, and Caltrans encroachment permit requirements, if required;
  - p. Prepare and process project closeout.

#### E. PROFESSIONAL ARCHITECURAL SERVICES

Consultant shall provide a California licensed Architect to provide a full complement of professional architectural services, including but not limited to:

- 1. Evaluating zoning and related statutory requirements for project sites.
- 2. Preliminary design services.
- 3. Preparing preliminary cost estimates.
- 4. Preparing final design services.
- 5. Preparation of plans and specifications for construction bidding.
- 6. Prepare final cost estimate.
- 7. Assist with bidding process.
- 8. Assist with construction management, including responding to RFIs.
- 9. Assist with selection and procurement of furniture, fixtures and equipment as required.

#### F. LANDSCAPE ARCHITECURAL DESIGN SERVICES

Consultant shall provide landscape architectural design services, including but not limited to:

- 1. Basic landscape and hardscape concept design;
- 2. Planting and soil preparation specifications;
- 3. Irrigation specifications;
- 4. Finish grading and surface drainage specifications;
- 5. Lighting design and fixture selection and location;
- 6. Cost estimating;
- 7. Preparation of final plans and specifications for bidding;
- 8. Construction observation and respond to RFIs.
- 9. Approve samples of landscaping and related materials.

# CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT

THIS	AGREEMENT, made	and ente	red into tl	nis	day d	of	201	15 by a	ınd betwee	n the
City o	of Santa Fe Springs	(AGENC	Y), and			_ (C	ONSUL'	TANT),	AGENCY	′ and
CONS	SULTANT (PARTIES)	hereby	enter into	in c	onsidera	tion	of the i	mutual	covenants	and
promi	ses contained herein.	The PAR	RTIES do	mutua	ally agree	as f	ollows:			
1	CONSULTANT will	provide	services	(SEE	RVICES)	25	outlined	in th	e Stateme	ent of

- 1. CONSULTANT will provide services (SERVICES) as outlined in the Statement of Qualifications, submitted on \_\_\_\_\_which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein. Said services shall be referred to as "On-Call Professional Engineering Services:
- 2. The term of this Agreement shall be for three (3) years from the effective date of this Agreement.
- 3. AGENCY shall compensate CONSULTANT for SERVICES rendered for each approved project and at the hourly rates detailed in the Schedule of Hourly Rates attached and made part of this Agreement. The hourly rate includes full compensation for direct labor and overhead costs. Any such compensation shall become payable on a periodic time schedule as approved and agreed to by AGENCY and the CONSULTANT.
- 4. The parties hereto acknowledge and agree that the relationship between AGENCY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the PARTIES. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that AGENCY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
- 5. CONSULTANT shall, indemnify, hold free and harmless the AGENCY and its appointed and elected officials, officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including reasonable attorney fees and shall indemnify, save and hold harmless AGENCY and its appointed and elected officials, officers, and employees from damages and expenses, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.
- 6. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The AGENCY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

- 7. CONSULTANT shall comply with City of Santa Fe Springs' Harassment Policy. The City of Santa Fe Springs prohibits any and all harassment in any form.
- 9. CONSULTANT shall submit to the AGENCY the required insurance certificates for the CONSULTANT and its team. The CONSULTANT shall indemnify and hold AGENCY and its officers, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act or omission of CONSULTANT, or of anyone acting under CONSULTANT'S direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract. Notwithstanding the foregoing, any duty to indemnify shall not include a duty to defend until a finding, by a court of competent jurisdiction, that CONSULTANT's willful misconduct, negligent performance, or failure to perform was a legal cause of claimant's damages, but only to the extent thereof.

The CONSULTANT shall maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- (a) Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- (b) Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- (c) 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.
- (d) Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to AGENCY, with the City of Santa Fe Springs named as additional insured (not applicable on professional liability). A 30 day notice of cancellation is required.

10. This AGREEMSENT may be terminated by either party for any reason at any time by providing 30-day written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective authorized officers, as of the date first above written.

CON SULTANT Signature	Date
Name (Print)	
Title	
Company Name	
Corporation Sole Proprietor Partnership	LLC
SSN or Tax ID#	
Address	
City, State, Zip	
Telephone	
City of Santa Fe Springs 11710 Telegraph Road	Date
Santa Fe Springs, CA 90670	

### City of Santa Fe Springs

City Council Meeting

June 25, 2015

#### **NEW BUSINESS**

<u>Lower San Gabriel River Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) Implementation – MOU Amendment</u>

#### RECOMMENDATION

That the City Council take the following actions:

- Approve the First Amendment to the MOU with Gateway Water Management Authority (GWMA) to develop and implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Lower San Gabriel River Watershed Committee (LSGR); and,
- 2. Authorize the City Manager to execute the Amendment.

#### **BACKGROUND**

In 2011, a group of agencies, also known as watershed "Permittees" including the City of Santa Fe Springs, created a Technical Committee to prepare an Implementation Plan, Monitoring Plan, and Special Studies for the Coyote Creek and San Gabriel River Reach 1 cities, as required by the State Regional Water Quality Control Board (Regional Board). The watershed group entered into a Memorandum of Agreement (MOA) with the GWMA as the administrator for the group in 2012. Funds were collected and expended for the Total Maximum Daily Load (TMDL) work.

In May 2013, the members of the TMDL Committee plus representatives of cities/agencies in the San Jose Creek, Reach 2, and Reach 3 of the San Gabriel River, changed the name of the TMDL Committee to the Lower San Gabriel River Watershed Committee to reflect the expanded duties and members. The newly formed Lower San Gabriel River Watershed Committee began to work together to meet the requirements under the Los Angeles Regional Board, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4 2012-0175 (MS4 Permit). This permit imposed strict deadlines including the preparation of a WMP and a CIMP for the Lower San Gabriel River watershed, which was submitted back in June 2014, and recently revised as requested by the Regional Board.

An MOU with the GWMA was approved in August 2013 to develop this WMP and CIMP, and included the following Permittees: Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, and the Los Angeles County Flood Control District.

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The purpose of that MOU was limited to the development of the WMP and CIMP. These documents outlined a number of stormwater compliance activities as required by the new MS4 permit, included but not limited to: ongoing monitoring; development of policies and procedures by all Permittees; inspections; and projects such as infiltration basins and bioswales, among others.

The implementation of the WMP and CIMP will require a significant amount of resources. Therefore, the Lower San Gabriel River Watershed Committee would like to continue to work together in order to achieve cost savings given that each Permittee is required to comply with identical stormwater regulations. This First Amendment will expand the purpose of the original MOU to include the preparation of the Plans (WMP and CIMP), also the implementation phases, with the exception of actual project construction.

The budgets for FY 2015/16 and FY 2016/17 are anticipated at \$800,000 each. The Santa Fe Springs contribution based on the cost share table is estimated to be approximately \$75,000 per Fiscal Year.

#### **FISCAL IMPACT**

The estimated cost for the First Amendment to the MOU for FY 2015/16 and FY 2016/17 is approximately \$75,000 per fiscal year and is included in the FY2015/2016 Public Works budget.

Thaddeus McCormack City Manager

Date of Report: June 17, 2015

Attachments:

First Amendment (Available in City Clerk's Office) Exhibit B-1 (Available in City Clerk's Office) FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR, DOWNEY, HAWAIIAN
GARDENS, LA MIRADA, LAKEWOOD, NORWALK, PICO RIVERA, SANTA FE SPRINGS,
WHITTIER, LONG BEACH, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR

ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED MANAGEMENT PROGRAM ("WMP") and COORDINATED INTEGRATED MONITORING PROGRAM ("CIMP") AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4 PERMIT")

This **FIRST AMENDMENT** to the memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach ("Cities"), and the Los Angeles County Flood Control District ("LACFCD"):

- **1. Recitals.** This **FIRST AMENDMENT** is made with respect to the following facts and purposes:
- A. For the purposes of this First Amendment, the term "Watershed Permittees" shall mean the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach, and the Los Angeles County Flood Control District; and
- B. The Watershed Permittees and GWMA are collectively referred to as the "PARTIES"; and
- C. On August 1, 2013, the PARTIES entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and Coordinated Integrated Monitoring Program ("CIMP"), collectively the "Plans" as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System ("MOU"); and

- D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and
- E. The PARTIES now desire to amend the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocations set forth in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans") which is attached hereto and made a part hereof; and
- F. The Parties have determined that authorizing GWMA to hire a consultant to implement the Plans will be beneficial to the Parties; and
- G. The Parties desire to collaboratively prepare a Scope of Work and Request for Proposals to obtain a consultant to assist the Parties with implementation required by the Plans.

The PARTIES agree that the following provisions of the MOU shall be amended as follows:

- 2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-G of Section 1 of this First Amendment, which is set forth in Section 1 of this First Amendment and incorporated herein as though set forth in full.
- 3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:
- "Section 2. <u>Purpose</u>. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, except for construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower San Gabriel River ("LSGR") Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID or Green Streets projects."
- **4.** Section 3 of the MOU entitled "Cooperation" is hereby amended to read as follows:
- "Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU. The Watershed Permittees shall prepare a final Scope of Work and Request for Proposals/Qualifications to seek and hire a consultant to assist the Parties with implementation of the Plans, and GWMA shall assist with soliciting proposals from consultants to implement the Plans and shall administer said consultants' contracts."
- 5. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:
- "Section 6. <u>Term.</u> This MOU shall remain and continue in effect until September 30, 2020, unless sooner terminated as provided herein."

**6.** Section 8 of the MOU entitled "Role of the GWMA" is hereby amended in its entirety to read as follows:

#### "Section 8. Responsibilities of the Parties.

- a) Responsibilities of the GWMA. The GWMA agrees to: (i) solicit proposals for preparation and implementation of the Plans; (ii) administer the selected consultants' ("Consultants") contracts in accordance with the Scopes of Work prepared by the Watershed Permittees; and (iii) serve as a conduit for paying the Consultants, as approved and funded by the Watershed Permittees.
- b) Responsibilities of the LSGR Watershed Committee. The LSGR Watershed Committee agrees to:
  - i. LACFCD Facilities/Mass Emissions Stations. Obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties ("Facilities"), and provide written notice 72 hours in advance of entry to LACFCD's Facilities. If approved by the GWMA, the GWMA may obtain this permit as identified above.
  - ii. Supervise Consultants. Supervise the Consultants' preparation and implementation of the Plans.
  - iii. Submit reports to the Regional Board as described in the Plans and distribute copies of the reports to the Watershed Permittees prior to submittal to the Regional Board for review and comment. The LSGR Watershed Committee will provide the Watershed Permittees with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the Consultants. In addition, the LSGR Watershed Committee will make available to the Watershed Permittees the data used to prepare the reports. This data will be available electronically in a Microsoft Excel or equivalent format that contains the table structure and syntax agreed upon by the LSGR Watershed Committee.
- c) Responsibilities of the Los Angeles County Flood Control District ("LACFCD"). LACFCD agrees to:
  - i. LACFCD Mass Emissions Station ("MES") Monitoring. Provide available monitoring data from the existing Coyote Creek MES, owned and operated by the LACFCD. Data shall be limited to water column chemistry and aquatic toxicity.

- ii. Access to LACFCD Facilities/Mass Emissions Stations. To grant access to the LSGR Watershed Committee and/or the GWMA, and its Consultants to LACFCD Facilities, including LACFCD's Coyote Creek MES, to achieve the purposes of this MOU, provided the LSGR Watershed Committee and its CONSULTANT obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's Facilities. Access permits will be issued by the LACFCD at no cost to the Parties and their Consultants. Permits for construction or installation of structures in LACFCD right of way will incur fees to cover the cost of review, inspection, etc. by LACFCD.
- d) Responsibilities of the Watershed Permittees. The Watershed Permittees agree to:
  - i. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultants that is deemed necessary by the Parties to implement the Plans.
  - ii. Access. Each Watershed Permittee will allow reasonable access and entry to the Parties and their Consultants, on an as needed basis during the term of this MOU, to each Watershed Permittee's Facilities to achieve the purposes of this MOU, provided, however, that prior to entering any of the Watershed Permittee's Facilities, the Consultants shall obtain a permit and provide written notice 72 hours in advance of entry from the applicable Watershed Permittee.
  - iii. Permit. The Watershed Permittees will make a full-faith effort to work with the Consultants to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each Watershed Permittee's jurisdiction."
- 7. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

#### "Section 9. Financial Terms.

- Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit "B1" ("Cost Share Formula for Preparation of the Plans") and Exhibit "B2" ("Cost Share Formula for Implementation of the Plans") for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Watershed Permittees tributary to Reach 3 and San Jose Creek will be responsible for any additional costs due to Reasonable Assurance Analysis, monitoringand preparation of any WMP addenda for their individual

- tributary areas as provided in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans").
- c) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year by a vote of the GWMA Board.
- d) GWMA shall submit an invoice to each Watershed Permittee upon selection of Consultants reflecting each Watershed Permittee's estimated Proportional Costs of the Consultants' services through the following June 30<sup>th</sup>. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LSGR Watershed Committee for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- e) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- f) By March 15<sup>th</sup> of each year, commencing March 15, 2015, the LSGR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30<sup>th</sup> inclusive of the LGSR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the LSGR Watershed Committee.
- g) Each Watershed Permittee shall review their recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 12.a) of the MOU.
- h) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the LSGR Watershed Committee and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the LSGR Watershed Committee directs to effectuate payment: 1) verbally contact the

official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formulas in Exhibit "B1" ("Cost Share Formula for Preparation of the Plans") and Exhibit "B2" ("Cost Share Formula for Implementation of the Plans"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- i) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- j) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- k) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formulas in in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans").
- **8.** Paragraph a) of Section 12 of the MOU entitled "Termination" is hereby amended to read as follows:
- "a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formulas in **Exhibit "B1"**

("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU."

- **9. Exhibit** "B" ("Cost Sharing Formula") of the MOU shall be renamed "Exhibit 'B1"" ("Cost Sharing Formula for Preparation of the Plans").
- **10.** A new **Exhibit "B2"** ("Cost Sharing Formula for Implementation of the Plans") is hereby added to the MOU to read as set forth in **Exhibit "B2"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.
- **10.** Except for the changes specifically set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.

DATE:	LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
	Chris Cash GWMA Chair

DATE:	CITY OF ARTESIA Mr. William Rawlings City Manager 18747 Clarkdale Avenue Artesia, CA 90701		
	William Rawlings City Manager		
ATTEST:	APPROVED AS TO FORM:		
Gloria Considine City Clerk	Kevin G. Ennis Legal Counsel		

DATE:	CITY OF BELLFLOWER Mr. Jeffrey L. Stewart City Manager City of Bellflower 16600 Civic Center Drive Bellflower, CA 90706
	Jeffrey L. Stewart City Manager
ATTEST:	APPROVED AS TO FORM:
Debra D. Bauchop	Joseph W. Pannone City Attorney

DATE:	CITY OF CERRITOS Mr. Art Gallucci City Manager P.O. Box 3130		
	Cerritos, CA 90703-3130		
	Art Gallucci City Manager		
ATTEST:	APPROVED AS TO FORM:		
 Vida Barone City Clerk	Mark Steres City Attorney		

DATE:	CITY OF DIAMOND BAR Mr. James DeStefano City Manager 21810 Copley Drive Diamond Bar, CA 91765
	Jim DeStefano City Manager
ATTEST:	APPROVED AS TO FORM:
Tommye A. Cribbins City Clerk	David DeBerry City Attorney

DATE:	CITY OF DOWNEY Mr. Gilbert A. Livas City Manager 11111 Brookshire Avenue Downey, CA 90241
	Gilbert A. Livas City Manager
ATTEST:	APPROVED AS TO FORM:
Adria M. Jimenez, C City Clerk	Yvette M. Abich Garcia City Attorney

DATE:	CITY OF HAWAIIAN GARDENS Mr. Ernesto Marquez City Manager 21815 Pioneer Blvd Hawaiian Gardens, CA 90716
	Ernesto Marquez City Manager
ATTEST:	APPROVED AS TO FORM:
Sue Underwood City Clerk	Omar Sandoval City Attorney

DATE:	CITY OF LA MIRADA Mr. Jeff Boynton City Manager 13700 La Mirada Blvd La Mirada, CA 90638
	Jeff Boynton City Manager
ATTEST:	APPROVED AS TO FORM:
Anne Haraksin City Clerk	 James Markman Legal Counsel

DATE:	CITY OF LAKEWOOD Mr. Howard L. Chambers City Manager 5050 Clark Avenue Lakewood, CA 90712
	Howard L. Chambers City Manager
ATTEST:	APPROVED AS TO FORM:
Jo Mayberry City Clerk	Steve Skolnik City Attorney

CITY OF LONG BEACH Mr. Patrick H. West City Manager 333 West Ocean Boulevard, 13 <sup>th</sup> Floor Long Beach, CA 90802
Patrick H. West City Manager
APPROVED AS TO FORM:
Charles Parkin City Attorney
y: Deputy City Attorney

DATE:	CITY OF NORWALK Mr. Michael J. Egan City Manager 12700 Norwalk Blvd Norwalk, CA 90650		
	Michael J. Egan City Manager		
ATTEST:	APPROVED AS TO FORM:		
Theresa Devoy City Clerk	Steve Skolnik Legal Counsel		

DATE:	CITY OF PICO RIVERA Mr. Rene Bobadilla, P.E. City Manager 6615 Passons Boulevard Pico Rivera, CA 90660
	Rene Bobadilla, P.E. City Manager
ATTEST:	APPROVED AS TO FORM:
Anna M. Jerome City Clerk	Arnold M. Alvarez-Glasman City Attorney

DATE:	CITY OF SANTA FE SPRINGS Mr. Thaddeus McCormack City Manager 11710 Telegraph Road Santa Fe Springs, CA 90670
	Thaddeus McCormack City Manager
ATTEST:	APPROVED AS TO FORM:
Anita Jimenez City Clerk	Steve Skolnik City Attorney

DATE:	CITY OF WHITTIER Mr. Jeffery W. Collier City Manager 13230 Penn Street Whittier, CA 90602
	Jeffery W. Collier City Manager
ATTEST:	APPROVED AS TO FORM:
Kathrun A Marshall	Richard D. Jones
Kathryn A. Marshall	City Attorney

DATE:	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT County of Los Angeles Department of Public Works Watershed Management Division,11 <sup>th</sup> Fl 900 South Fremont Avenue Alhambra, CA 91803-1331		
Ву:	Chief Engineer		
	APPROVED AS TO FORM:		
	Mark J. Saladino County Counsel		
	 Deputy		

#### **EXHIBIT "B2"**

#### Cost Share Formula for Implementation of the Plans

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of the WMP and CIMP, following this cost sharing allocation.

# Cost Sharing Formula beginning July 1, 2015 through September 30, 2020.

Agency	Area (sq mi)	80% of cost proportioned based on area	20% of cost proportioned equally	TOTAL Per Agency	TOTAL Per Agency	TOTAL Per Agency
Artesia	1.62	\$1,408	\$1,462	\$2,869	\$14,347	\$22,955
Bellflower	1.9	\$1,651	\$1,462	\$3,113	\$15,564	\$24,902
Cerritos	8.82	\$7,665	\$1,462	\$9,127	\$45,634	\$73,014
Diamond Bar	14.89	\$12,940	\$1,462	\$14,402	\$72,010	\$115,216
Downey	6.62	\$5,753	\$1,462	\$7,215	\$36,074	\$57,718
Hawaiian Gardens	0.96	\$834	\$1,462	\$2,296	\$11,479	\$18,367
La Mirada	7.84	\$6,813	\$1,462	\$8,275	\$41,375	\$66,200
Lakewood	2.02	\$1,756	\$1,462	\$3,217	\$16,085	\$25,736
Long Beach	3.34	\$2,903	\$1,462	\$4,364	\$21,821	\$34,914
Norwalk	9.76	\$8,482	\$1,462	\$9,944	\$49,718	\$79,549
Pico Rivera	6.14	\$5,336	\$1,462	\$6,798	\$33,988	\$54,381
Santa Fe Springs	8.88	\$7,717	\$1,462	\$9,179	\$45,894	\$73,431
Whittier	14.66	\$12,741	\$1,462	\$14,202	\$71,010	\$113,617
Sub-Total	87.45	\$76,000	\$19,000	\$95,000	\$475,000	\$760,000
LACFCD*	Co	ntribute 5% of t	total	\$5,000	\$25,000	\$40,000
Total				\$100,000	\$500,000	\$800,000

<sup>\*</sup>The LACFCD agrees to pay its proportional share of costs of preparing and implementing the Plans and other related costs to be incurred by the GWMA in accordance with the above Cost Share Formula for an annual not-to-exceed amount of \$100,000. From time to time special studies will be conducted and LACFCD's contribution for those studies will be up to 10%.

NOTES:

- Cal Trans and other agencies may participate upon approval of cost sharing agreements by the LSGR
  Watershed Committee and GWMA. Future participants may be assessed a late entry cost as if they had been a
  participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by
  the LSGR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.

#### Exhibit B1

#### Estimated cost share for WMP and CIMP development and early action monitoring for FY 2013-14 Lower San Gabriel River Watershed

	Reach 1, 2, 3 and Coyote Creek					
WMP/CIMP	***************************************	\$643,155				
Early Action Monitoring		\$85,000	TOTAL	\$750,000		
GWMA Administration	GWMA Administration (3%) \$21,845					
LACFCD Allocation <sup>1</sup>				¢cc 0.45		
	action mon	itoring and early action administration	on)	\$66, <b>24</b> 5		
Distributed Cost (To				\$683,755		
	80 percent of 20 percent of					
Agency	Area	Distributed Cost proportioned	Distributed Cost	Per		
	(sq mi)	based on area	proportioned equally	Agency		
Artesia	1.62	\$11,120	\$9,768	\$20,888		
Bellflower	1.90	\$13,042	\$9,768	\$22,810		
Cerritos	8.82	\$60,542	\$9,768	\$70,310		
Diamond Bar	7.13	\$48,941	\$9,768	\$58,709		
Downey	6.62	\$45,441	\$9,768	\$55,209		
Hawaiian Gardens	0.96	\$6,590	\$9,768	\$16,358		
La Mirada	7.84	\$53,815	\$9,768	\$63,583		
Lakewood	2.02	\$13,866	\$9,768	\$23,633		
Long Beach	3.34	\$22,926	\$9,768	\$32,694		
Norwalk	9.76	\$66,994	\$9,768	\$76,762		
Pico Rivera⁴	6.14	\$63,891	\$9,768	\$73,659		
Santa Fe Springs	8.88	\$60,954	\$9,768	\$70,722		
Whittier	14.66	\$100,628	\$9,768	\$110,396		
Caltrans <sup>3</sup>	TBD	TBD	\$9,768	\$9,768		
TOTAL	79.69	\$547,004	\$136,751	\$683,755		
	San Jose Creek <sup>2</sup>					
WMP/CIMP		\$75,000 TOTAL		\$77,250		
GWMA Administration	on (3%)	\$2,250	TOTAL	\$11,250		
LACFCD Allocation (10%) \$7,725						
Distributed Cost (Total – LACFCD Allocation) \$69,525						
		80 percent of	20 percent of	TOTAL		
Agency	Area	Distributed Cost proportioned	Distributed Cost	Per		
	(sq mi)	based on area	proportioned equally	Agency		
Diamond Bar	7.76	\$55,620	\$6,953	\$62,573		
Caltrans <sup>3</sup>	TBD	TBD	\$6,953	\$6,953		
TOTAL	7.76	\$55,620	\$13,905	\$69,525		
NOTES:	·					

#### NOTES:

- <sup>1</sup> The Districts at this time has not committed to funding the early-action monitoring (\$85,000).
- <sup>2</sup> The inclusion of the San Jose Creek drainage area has been estimated to be \$75,000. The city of Diamond Bar shall be responsible for the portion of the city draining to San Jose Creek. Cost to be shared based upon above funding formula with the District and Caltrans.

  \* Caltrans and additional members' shares are to be determined.
- <sup>4</sup>Includes first year's payment adjustment of \$21,745
- · Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.